

AGREEMENT  
Between the  
National Air Traffic Controllers Association  
AFL-CIO

And the

Department of Defense  
Army National Guard  
National Guard Bureau Readiness Center  
Los Alamitos Aviation Division  
Los Alamitos, California

August 2013

## **PREAMBLE**

WHEREAS 5 U.S.C Chapter 71 states labor-management relations are in the public interest and the public interest requires high standards of supervisors, management officials and employee performance and the continual development and the implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Employer are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations require a clear statement of the respected rights and obligations of labor organizations and agency management;

NOW, THEREFORE this Agreement is entered into by and between the authorized representatives of the Department of Defense, Army National Guard, National Guard Bureau Readiness Center, Los Alamitos Aviation Division, Los Alamitos, California, hereinafter referred to as the "Employer", and the National Air Traffic Controllers Association (NATCA), AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE 1  
PARTIES TO THE AGREEMENT**

**Section 1.** The authorized representatives of the Department of Defense, National Guard Bureau, Army National Guard Readiness Center, Aviation and Safety Division, Aviation Operations and Training Branch, Los Alamitos, California, (hereinafter referred to as the “Agency” or the “Employer”), and the National Air Traffic Controllers Association, AFL-CIO (hereinafter referred to as “NATCA” or “the Union”), collectively known as “the Parties,” agree to the following Collective Bargaining Agreement (CBA or “Agreement”) in order to fulfill their respective obligations pursuant to the Federal Service Labor-Management Relations Statute, 5 United States Code (U.S.C.) 7101 et seq., (“the Statute”). These agreed upon procedures shall pertain to all Bargaining Unit Employees (BUE) who are assigned to the National Guard Bureau, Army National Guard Readiness Center, Aviation and Safety Division, Aviation Operations and Training Branch, Los Alamitos Air Traffic Control Tower, Los Alamitos, California.

**Section 2.** The bargaining unit consists of all non-supervisory Title 5 Air Traffic Control Specialists (ATCs) of the National Guard Bureau, Army National Guard Readiness Center, Aviation and Safety Division, Aviation Operations and Training Branch, Los Alamitos Air Traffic Control Tower (SLI), Los Alamitos, California as certified by the FLRA on August 11, 2009, Case No. SF-RP-09-0029 (Appendix 1). If the Unit is modified by the FLRA, this Agreement shall apply to the Unit as modified, in accordance with applicable law, rule, and regulation.

**Section 3.** No modification or waiver of the legal terms and conditions of this Agreement shall be valid unless made in writing and executed by the Parties.

**ARTICLE 2  
OFFICIAL TIME**

**Section 1.** The Union Facility Representative (FACREP) designated in this Article shall be granted a reasonable and necessary amount of official time, if otherwise in a duty status, for purposes provided for by this Agreement.

**Section 2.** The FACREP will submit a request to their immediate supervisor or Air Traffic Control Facility Chief (ATCFC) to use official time. The request will include the number of hours requested, when the time

will be used, the appropriate official time reporting category: Term Negotiations, Mid-Term Negotiations, Dispute Resolution or General Labor-Management Relationship (as defined in the glossary) and whether the time will be spent on or off the premises. The supervisor will authorize the absence unless the employee's release will impact operational requirements, in which case they will advise such representative as soon as practical as to the time that authorization will be granted, normally within the next work day. Should a FACREP elect to designate another BUE to act on his/her behalf, such designation shall be made in writing to the ATCFC or his/her designee and shall include the name of the Union designee and duration if known.

**Section 3.** Requests for official time may be denied due to operational requirements. Operational requirements are those activities necessary to sequence and separate air traffic, provide aviation information, navigation assistance, landing information and other mission essential activities which management determines must be addressed immediately so as not to cause an adverse mission impact. Operational requirements are distinguished from those other activities for which management determines would have no adverse mission impact.

**Section 4.** Union officials designated in this Article may use official time for the following purposes:

- Term Negotiations
- Mid-Term Negotiations
- Dispute Resolution
- General Labor-Management Relationship

**Section 5.** Facility Representatives on a one-time basis shall be granted sixteen (16) hours of official time to receive training on the meaning of Articles of this Agreement. The timing of the training is subject to operational requirements. In the event any of these representatives are officially replaced, his/her successor shall be granted sixteen (16) hours of official time, on a one-time basis to receive training on the meaning of the Articles of this Agreement. Official time not to exceed eight (8) hours shall be granted for on-site briefings for other BUEs on-board at the time of the training, as operational requirements permit. A Union Representative shall be allowed up to one (1) hour for private training of new BUEs.

**Section 6.** Unless prohibited by operational requirements, if otherwise in a

duty status, the FACREP shall be granted official time, not to exceed forty (40) hours, on a one-time basis in order to attend the NATCA representative school for the mutual benefit of the Union and the Employer. The Union shall provide a minimum of forty-five (45) days advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties.

**Section 7.** Employees may not use official time or duty time for internal union business. Employees may request to use Leave Without Pay (LWOP), earned compensatory time or annual leave to perform union business.

**Section 8.** The FACREP and/or his/her designee, upon their request, shall be allowed access, for representational purposes, (consistent with security requirements) to any facility leased, owned, or otherwise occupied by the Employer where Bargaining Unit Employees are located.

**Section 9.** The Employer recognizes the right of the FACREP to express the views of the Union in any arena, without fear or harassment, intimidation or reprisal, in accordance with 5 USC 7102.

### **ARTICLE 3 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 shall be protected in the exercise of this right. Except as otherwise expressly provided by 5 U.S.C. Chapter 71, the right to assist the Union extends to participation in the capacity of Union Representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall inform Employees in the Bargaining Unit annually of their rights under 5 U.S.C. Chapter 71. The Employer will ensure that no interference, restraint, coercion, or discrimination is practiced by the Employer, to encourage or discourage membership in the Union.

**Section 2.** BUEs shall not be subjected to prohibited personnel practices as defined in 5 U.S.C. 2302. Personnel actions shall not be taken against any BUE as a reprisal for the exercise of any appeal right granted by law, rule, regulation or the terms of this Agreement.

**Section 3.** The employee's off-the-job conduct may not result in disciplinary action, unless there is a nexus between such conduct and the

employee's duties and the action taken promotes the efficiency of the federal service.

**Section 4.** The Employer will handle debt complaint matters in accordance with the Debt Collection Act of 1982, 31 U.S.C. 3701. The Employer shall not assist a creditor or process server, except as required by law, rule or regulation.

**Section 5.** Employee participation in charitable drives and U.S. Savings Bond campaigns shall be in accordance with 5 C.F.R. Part 950, Subpart A. Employee participation shall be purely voluntary and no pressure shall be brought to bear on Employees to make monetary contributions to such programs. Any and all postings of flyers, bulletins, posters, etc., concerning those matters covered by 5 C.F.R. Part 950, Subpart D, shall be concurrent with the time period defined therein. The quantity of postings and placement of such material shall be outside of work areas and be reasonable.

**Section 6.** Radios and television sets, provided by BUEs, shall be permitted in non-work areas in the facility for use at non-work times. Cell phones, pagers, other personal electronic equipment, magazines, and news publications are permitted in work areas but will not be used by the employee while assigned a position. The electronic devices shall be on a non-audible setting while in the work area. The use of these items shall not interfere with the safety and efficiency of air traffic operations and must be in accordance with applicable law and regulation.

#### **ARTICLE 4 REPRESENTATION RIGHTS**

**Section 1.** A. Weingarten Right: When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, when practicable, the Employee shall be so notified of the subject matter in advance and the Employee shall also be notified of his/her right to be accompanied by a Union Representative.

If the Employee was not notified in advance as described above or if during the course of an investigative meeting between the Employer and an Employee, the Employee reasonably believes that the questioning by the Employer could result in disciplinary action against him or her, the Employee may request the presence of a Union Representative before any further questioning takes place.

If the Employee so desires, he/she shall be given a reasonable opportunity both to obtain such representation, and confer confidentially with the representative before beginning or resuming the meeting.

B. Formal Discussion: The Employer recognizes the right of the Union to be represented at all formal discussions between Management and Employees, or Employee Representatives concerning grievances, personnel policies and practices, or other general conditions of employment. The Employer shall provide advance notification to the Union and will advise the Union of the subject matter and intended agenda. The Union shall be given an opportunity to designate a Representative to attend such meetings.

**Section 2.**

In an interview where possible criminal proceedings may result and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated, and upon request, be informed whether or not the interview is related to possible criminal misconduct by him/her. The employee will be required to answer questions only after he/she has been informed that he/she must answer questions specifically related to their job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. If a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy, unless otherwise prohibited by law.

**Section 3.**

A Union Representative, while performing his/her representational duties, will not be required to disclose information obtained from a BUE who is the subject of an investigation, unless the confidentiality of the conversation with that Employee is waived by the Representative and the Employee or disclosure is otherwise required by law or regulation.

**Section 4.**

The provisions of the Article also govern those investigations, meetings, and discussions held through any electronic medium.

**ARTICLE 5  
EMPLOYER RIGHTS**

**Section 1.**

The Parties agree that nothing in this Agreement shall affect the authority of any management official:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

B. In accordance with applicable laws:

(1) to hire, assign, direct layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from;

(a) among properly ranked, and certified candidates for promotions; or,

(b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the mission of the Agency during emergencies.

**Section 2.**

Nothing in this section shall preclude the Employer and the Union from negotiating:

A. At the election of the Employer, on the numbers, types, and grade 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; however, only the duly designated representative of the Employer is empowered to elect to negotiate on these matters.

B. Procedures which management officials of the Employer will observe in exercising any authority under this section.

C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**Section 3.**

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to

assign work and to determine who will perform the function discussed.

**Section 4.** The Employer shall make every reasonable effort to ensure that work normally assigned to bargaining unit employees is performed by properly qualified bargaining unit employees.

## **ARTICLE 6 PROVISIONS OF LAW AND REGULATION**

**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. The Parties may agree to reopen any portion of this Agreement upon mutual consent.

**Section 2.** 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. However, such renegotiations shall not delay the implementation of any changes necessary to bring the Parties' Agreement into conformance with law.

**Section 3.** 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 4.** In the event of any law or action of the Government of the United States renders null and void any provision of the Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

**Section 5.** The Employer agrees to apply its rules, regulations, directives, and orders in a fair and equitable manner. Any changes thereto will be in accordance with Article 7 of this Agreement.

## **ARTICLE 7 MID TERM BARGAINING/CHANGES IN WORK CONDITIONS**

**Section 1.** It is agreed that personnel policies, practices and matters affecting working conditions not expressly contained in this Agreement shall not be changed by the Employer without prior notice to, and negotiation with the Union. The provisions of this Article also apply to substance or implementation and impact bargaining arising from

changes to operational procedures and procedures resulting from technological changes.

- Section 2.** For the purpose of this Agreement, negotiation means the performance of the mutual obligation of the Parties to meet at reasonable times and bargain in good faith to reach agreement with respect to the conditions of employment affecting Bargaining Unit Employees and to execute, if requested by either Party, a written document incorporating any agreement reached.
- Section 3.** It is agreed that the Employer will provide the Union with an advance written notice of any changes to personnel policies, practices, procedures, and other matters concerning working conditions along with a brief explanation of the purpose of the change. Such notice will be sent to the NATCA FACREP or his/her designee.
- Section 4.** The Union may initiate bargaining in accordance with the Federal Service Labor-Management Relations Statute on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not specifically covered by this Agreement.
- Section 5.** The Union shall have up to ten (10) calendar days after receipt of the Employer's notice to request a meeting regarding the change and to submit any proposals, should the union wish to bargain. If the Union requests a meeting, the meeting session will be held within five (5) calendar days of the Employer's receipt of the Union's request. The Parties may mutually agree to extend the five day time period.
- Section 6.** The Union may submit written proposals concerning the proposed change within thirty (30) calendar days of receipt of the original notice. If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable date, time, and place to conduct negotiations. The Union will be authorized an equal number of representatives/members on official time to conduct negotiations in accordance with 5 U.S.C. § 7131(a). The Employer may adjust the schedules of the FACREP and BUE members who are taking part in the negotiations to allow them to participate in a duty status.
- Section 7.** If the Union does not request a meeting or submit written proposals within the prescribed time periods, the Employer may implement the change as proposed.

**Section 8.** If the matter has reached impasse, the Party declaring impasse must request assistance from the Federal Mediation and Conciliation Service (FMCS) within seven (7) calendar days. If mediation does not resolve the dispute, the Parties will request assistance from the Federal Services Impasses Panel (FSIP) within five (5) calendar days.

**Section 9.** Unless an emergency or compelling need exists, the Employer shall not implement the proposed change(s) prior to completion of full and proper negotiations, except as provided for in Section 7. Union participants in these negotiations shall be on official time, if otherwise in a duty status, for any FMCS/FSIP proceedings, including but not limited to, preparation and investigation.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

**Section 1.** This article establishes a procedure for the consideration and resolution of grievances and shall be the exclusive procedure available to the employees in the bargaining unit and/or the Union for resolving such grievances. Only the Union will represent employees under this grievance procedure, however, the grievant may represent himself/herself. If an employee presents a grievance without Union representation directly to the Employer, the Union will be given the opportunity to be present during the grievance proceedings, and upon request, receive any and all documentation relating thereto.

**Section 2.** Most of the grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal level. The Employer and the Union agree that reasonable efforts will be made by Management and the aggrieved Party(s) to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization.

**Section 3.** A grievance shall be defined as any complaint:

A. By a BUE concerning any matter relating to the employment of the employee; or

- B. By the Union concerning any matter relating to the employment of any BUE; or
- C. By a BUE or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule, regulation or policy affecting conditions of employment, as provided by 5 USC Chapter 71 or this Agreement.

**Section 4.** The following matters are excluded from the procedure:

- A. Any claimed violation of subchapter III of chapter 73 of Title 5 (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under section 7532 of Title 5;
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of an employee; or
- F. The removal of probationary employees.

**Section 5.** The Parties reserve their statutory rights to all applicable appeal procedures including, but not limited to, the Merit System Protection Board (MSPB) and the Equal Employment Opportunity Commission (EEOC) as well as procedures established by 5 U.S.C. 2302 (b)(1), 4303 and 7512. An aggrieved employee shall have the option of using the negotiated grievance procedure as prescribed in Section 8 or other procedure available by law or regulation, but not both. A BUE shall be deemed to have exercised his/her option under this subsection to raise the matter under either a statutory procedure or the negotiated procedure at such time as the BUE timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the Parties' negotiated procedure, whichever event occurs first.

**Section 6.** Employees and their representatives will be granted a reasonable amount of time to prepare and present grievances.

**Section 7.** All written correspondence under this Article shall be submitted by hand delivery, certified mail, or other similar system that requires a signature with a return receipt.

**Section 8.** Employee Initiated Grievances: Where a grievance is filed by an

employee, the following procedures will apply:

STEP 1. An employee must submit a grievance in writing concerning a particular act or occurrence within twenty (20) calendar days of the act or occurrence, or the date the employee became aware of the event. A grievance concerning a continuing act or occurrence may be submitted at any time. Step 1 grievances shall be submitted to the ATCFC or his/her designee.

If requested by the grievant, the ATCFC shall promptly arrange for a meeting to occur no later than ten (10) calendar days following the date the grievance was received.

The ATCFC will provide a written response within ten (10) calendar days of the date of the meeting with the employee(s)/representative regarding the complaint.

If no meeting was requested, the ATCFC will provide a written response within ten (10) calendar days of the date the grievance was submitted.

These timelines can be extended by mutual agreement.

The grievance shall include:

1. Date of alleged violation and date submitted;
2. Name of the grievant;
3. The name of his/her Union Representative
4. Issue(s)/subject;
5. Statement of facts and description of dispute;
6. What article of the Agreement, regulation, policy or law has been allegedly violated, misinterpreted, or misapplied; This is not meant to be all inclusive;
7. Remedy sought;
8. Whether or not a meeting is requested to present the grievance.

STEP 2. If the aggrieved Party is not satisfied with the results achieved through Step 1 and wishes to pursue the grievance further, the grievance must be elevated in writing to the Aviation, Operation and Training Branch Chief within twenty (20) calendar days after the Management decision at Step 1. If requested by the grievant, the Aviation, Operation and Training Branch Chief or his/her designee shall promptly arrange for a meeting in person, by telephone or via Video Teleconference (VTC) to occur no later than ten (10) calendar days following the date the grievance was received.

A written response will be given to the grievant(s) within ten (10) calendar days after the meeting has taken place.

If no meeting was requested, the Aviation, Operation and Training Branch Chief or his/her designee will provide a written response within ten (10) calendar days of the date the grievance was elevated to Step 2.

These timelines can be extended by mutual agreement.

STEP 3. If the grievance is not resolved at Step 2, the grievant and/or the Union representative, may within twenty (20) calendar days elevate the grievance to the Chief, Aviation and Safety Division, Army National Guard Readiness Center, National Guard Bureau or his/her designee, through the Labor Management Employee Relations (LMER) Division, HQDA Civilian Personnel Advisory Center for further consideration.

If requested by the grievant, the Aviation and Safety Division Chief or his/her designee shall make arrangements to meet in person, by telephone or via Video Teleconference (VTC), with the employee within ten (10) calendar days after receipt of the grievance and a written response will be given the grievant(s) within ten (10) calendar days after the meeting has taken place.

If no meeting was requested, the Aviation and Safety Division Chief or his/her designee will provide a written response within ten (10) calendar days of the date the grievance was elevated to Step 3. These timelines can be extended by mutual agreement.

STEP 4. If the grievance is not satisfactorily resolved at Step 3, the Union may refer the grievance to arbitration in accordance with Article 9.

## **Section 9.**

Union or Employer Initiated Grievances: Employer/Union grievances under this agreement will be processed as follows:

STEP 1. The grievances must be submitted in writing within twenty (20) calendar days of the act or occurrence, or the date the moving Party became aware of the event. A grievance filed by the Union will be addressed to the Chief, Aviation and Safety Division or designee, through the LMER Division, HQDA Civilian Personnel Advisory Center. A grievance filed by the Employer will be addressed to the President, NATCA, AFL-CIO.

A written grievance, by either Party will contain at a minimum:

1. Date of alleged violation and date submitted;
2. Issue(s)/subject;
3. Statement of facts and description of dispute;
4. What article of the Agreement, regulation, policy or law has been allegedly violated, misinterpreted, or misapplied; This is not meant to be all inclusive;
5. Remedy sought;
6. Whether or not a meeting is requested to present the grievance.

If requested by the moving Party, the responding Party shall promptly arrange for a meeting in person, by telephone or via Video Teleconference (VTC), to occur no later than ten (10) calendar days following the date the grievance was received. A written response will be given to the moving Party within ten (10) calendar days after the meeting has taken place. These timelines may be extended by mutual agreement of the Parties.

Step 2. If no meeting was requested, the responding Party shall respond to the grievance in writing within twenty (20) calendar days following the date the grievance was received. If the moving Party is not satisfied with the response and desires the matter to be submitted to Arbitration, they shall so advise the responding Party in writing within twenty (20) calendar days following receipt of the response or the date the response was due.

**Section 10.**

Failure of the grievant to proceed with a grievance within any of the time specified in this procedure shall render the grievance void or settled on the basis of the last decision rendered, unless the Parties have agreed to an extension of the time limits. Failure to render a decision within the time limits specified in this procedure shall entitle the grievant to elevate the grievance to the next step without a decision, unless the Parties have agreed to an extension of the time limits.

**ARTICLE 9  
ARBITRATION PROCEDURE**

**Section 1.**

If the final decision on a grievance processed under Article 8 is not acceptable or the Parties are unable to resolve the dispute, the grievance can be submitted to arbitration. Arbitration may be invoked by either Party, but not by individual employees. The request to refer a grievance to arbitration shall be in writing and submitted to the other Party within 30 calendar days following

receipt of the decision by the aggrieved Party. The request to refer the latter to arbitration must be delivered to either the Union's Director of Labor Relations located at the NATCA National Office or to the LMER Division, HQDA Civilian Personnel Advisory Center. Where there are a number of grievances concerning the same issue, the Parties will review the cases and/or issues, and with mutual agreement, may to combine the grievances for one hearing.

**Section 2.** Within five (5) calendar days from the date of the request for arbitration either Party may request the Federal Mediation and Conciliation Service (FCMS) to provide a list of five impartial persons qualified to act as arbitrators. The Parties shall arrange to meet, either in person or by telephone, within ten (10) calendar days after the receipt of such list. If not able to mutually agree upon one of the listed arbitrators, then the Employer and the Union shall each strike one (1) arbitrator's name from the list of seven (7) names repeating this procedure until only one (1) name remains. The remaining individual shall be the duly selected arbitrator. The cost of requesting the list shall be shared equally by the Parties.

**Section 3.** The Parties will complete the arbitrator selection process within twenty (20) calendar days after receipt of the list of arbitrators from FMCS. The Parties will endeavor to schedule the hearing within forty-five (45) days after arbitration is invoked.

**Section 4.** After an arbitration hearing date has been agreed to by the Parties, if it becomes necessary to postpone and/or cancel the hearing, the Party requesting the postponement and/or cancellation must notify the other Party and the arbitrator. All costs incurred with the postponement and/or cancellation shall be paid by the Party requesting the postponement and/or cancellation.

However, if the Parties mutually agree to postpone and/or cancel the hearing, each Party shall be responsible for their own expenses and only the arbitrator's fees and expenses shall be shared equally by the Parties.

**Section 5.** No later than ten (10) calendar days prior to the arbitration, the Parties will attempt to arrive at:

- A. A joint statement of the issue(s) before the arbitrator. If the Parties are unable to jointly frame the issues(s), each Party will submit its identification of the issue(s) to the arbitrator. The arbitrator will then frame the issue(s) he/she is to decide.
- B. Joint exhibits
- C. Stipulations

D. A time to exchange witness lists

**Section 6.**

The arbitrator's fee and expenses of arbitration including cost of the arbitrator's reasonable travel expenses and per diem, shall be shared equally by both Parties. The arbitration hearing will be held at the duty location of the grievant, during the regular day shift hours of the basic work week, unless otherwise agreed upon. The aggrieved employee's representative(s) and employee witnesses shall be in a pay status without charge to leave while actually participating in the arbitration hearing. The grievant and/or the Union advocate, if a bargaining unit employee shall be provided official time to present the grievance to the arbitrator. The Union advocate, if a bargaining unit employee, shall be granted 8 hours of official time to prepare for the hearing. If the Parties elect to submit a post hearing brief, the Union's case advocate, if a BUE, will be granted up to 16 hours of release time to prepare the post hearing briefs. Such time will be annual leave, earned compensatory time, leave without pay, or any combination thereof. Additional release time may be granted, unless prohibited by operational requirements.

**Section 7.**

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority. If no exception is filed, the arbitrator's decision and remedy will be implemented.

**ARTICLE 10  
DISCIPLINARY/ADVERSE ACTIONS**

**Section 1.**

For the purposes of this Agreement:

- A. Informal disciplinary actions are defined as oral admonishments and written warnings.
- B. Formal disciplinary actions are letters of reprimand, suspensions of fourteen (14) calendar days or less.
- C. Adverse actions are defined as a removal, an indefinite suspension, suspension of more than fourteen (14) calendar days, reduction-in-grade or pay.
- D. Non-disciplinary adverse action is defined as a furlough for thirty (30) calendar days or less.

- Section 2.** All actions taken under this Article will be IAW applicable law, rules, regulations and this Agreement.
- Section 3.** Disciplinary and adverse actions will be taken only for just cause, and such cause will promote the efficiency of the service. Actions must be supported by a preponderance of the evidence. Actions must be determined on the merits of each individual case.
- Section 4.** All facts pertaining to any disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking action.
- Section 5.** The Employee and/or their representative, if otherwise in a duty status, shall be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice for the proposed action.
- Section 6.** Except for written reprimands, the following procedures will be used to take formal disciplinary/adverse actions:
- A. The Employer shall give the employee written notice proposing the action. An employee against whom an action is proposed is entitled to at least thirty (30) calendar days' advance written notice for adverse actions and fifteen (15) days for disciplinary actions, unless the crime provision is invoked or there is a furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities. The Employer shall provide the rationale for the proposed action.
  - B. The Employee has the opportunity to respond to the notice orally, in writing or both within fifteen (15) calendar days from the date the employee receives notice proposing the action to the deciding official. The employee may request an extension in writing, with justification to the deciding official.
  - C. The Employer shall consider the employee's reply and then provide the employee with a written decision concerning the proposed action. The Employee may have representation during all phases including the oral response.
- Section 7.** An Employee and his/her Union Representative shall be granted a reasonable amount of official time, if otherwise in a duty status, in

cases involving disciplinary/adverse actions covered by this Agreement to review the material relied upon by the Employer in proposing a disciplinary or adverse action and for the purpose of preparing and presenting answers to proposed actions covered under this Article.

- Section 8.** In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a three (3) year time frame may be used in determining freshness.
- Section 9.** In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Employer shall consider the factors as outlined in Douglas v. Veterans Administration, 5 MSPB 313 (1981).
- Section 10.** In the event the Employee is issued an unfavorable decision on a disciplinary action, he or she shall be advised of the grievance procedures available to him/her. Employees may grieve disciplinary actions through the Negotiated Grievance Procedure found at Article 8 starting at the next higher step than the Deciding Official within twenty (20) calendar days after the date of receipt of the disciplinary action.
- Section 11.** In the event the Employee is issued an unfavorable decision on an adverse action, he or she shall be advised of the right to grieve the action under the negotiated Grievance procedure. Employees may grieve disciplinary actions through the Negotiated Grievance Procedure found at Article 8 starting at the next higher step than the Deciding Official within twenty (20) calendar days after the date of receipt of the disciplinary action, or may appeal the action to the Merit Systems Protection Board, but not both. The appropriate Merit Systems Protection Board address shall be included in the final action.
- Section 12.** Before removing an employee who acknowledges personal or behavioral problems, the Employer may offer the Employee the opportunity to avail him/herself of professional help in accordance with the Employee Assistance Program.

## **ARTICLE 11 DUES WITHHOLDING**

- Section 1.** Payroll Deduction. Payroll deduction for the payment of UNION dues shall be made from the pay of employees in the unit who

voluntarily request such dues deductions.

**Section 2.**

Processing. The UNION shall be responsible for purchasing Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) for the proper completion and certification of the forms and for transmitting them to the appropriate payroll processing center. The EMPLOYER will identify to the Union the appropriate payroll processing center and point of contact at the center. Allotted dues will be withheld beginning the first full pay period following receipt of authorization (SF 1187) in the appropriate Payroll Office. LMER Division, Civilian Personnel Advisory Center will assure prompt forwarding of the SF 1187s of the Payroll Office. The UNION shall be responsible for informing and educating its members about the program.

**Section 3.**

Notification. The UNION agrees to give prompt, written notification to the EMPLOYER 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's allotment be terminated. All deductions of dues provided for in this article shall be terminated under the following circumstances immediately upon receipt of appropriate documentation in the appropriate payroll processing center:

- A. When the UNION loses its recognition required by the current Civil Service Reform Act,
- B. In the event of the employee's death, retirement, separation from Federal service, or transfer from Los Alamos to another installation, or to a position which is not part of the unit,
- C. When notified by the UNION, in writing, that the employee has resigned, been suspended or expelled by the UNION, or
- D. When this article of the AGREEMENT is suspended or terminated by an authority outside the DoD.

**Section 4.**

Dues Revocation. IAW Title 5 U.S.C. Section 7115 (a), the one-year period provided for dues revocation will begin from the date on which the employee authorized dues withholding.

Employee's may have their dues allotment terminated effective the first full pay period following 01 March of each calendar year, provided their dues withholding allotment has been in effect for at least one (1) full calendar year. The SF 1188 must be received in

the payroll office during the period from 01 January through 15 January of the calendar year the revocation is to be effective.

**Section 5.** Dues Amount. The amount of dues withheld under this article 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 6 of this article. A deduction of regular dues shall be made each pay period from the pay of an employee who has requested such allotment of dues. It is understood that no deduction for dues shall be made in any pay period for which the employee's net earnings after deductions is insufficient to cover the full allotment of dues.

**Section 6.** Changes in Dues. If the amount of regular dues is changed by the UNION, the UNION will promptly notify the Payroll Office, through the LMER Division, Civilian Personnel Advisory Center, that the amount of dues has been changed. The Union will also be responsible for notifying its members of any changes in the amount of regular dues. New SF 1187 authorization forms will not be required. Changes in the amount of UNION dues for payroll deduction purposes shall not be made more frequently than once in each 12-month period.

**Section 7.** Remittance of Dues. Dues withheld shall be remitted to the UNION by check issued by the appropriate payroll processing center within ten (10) days after the officially established payday of each pay period. The check shall be made payable to NATCA, 1325 Massachusetts Avenue, NW, Washington, DC 20005. With each check, the UNION shall be provided with a list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying check. The UNION, upon receiving the listing from DFAS, will verify the members and deductions and contact the appropriate payroll processing center if any discrepancies exist. Normally, administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the UNION.

## **ARTICLE 12 UNION PUBLICATION AND INFORMATION AND USE OF EMPLOYER'S FACILITIES**

**Section 1.** The Employer shall provide a Union bulletin board, for the posting of Union materials. The size and placement of the bulletin board shall be mutually agreeable to the Parties.

- Section 2.** The Employer shall provide mail slots/boxes/inboxes for all employees. Normally, employees should not be required to share slots/boxes/inboxes. The Union may place literature in the mail slots/boxes/inboxes during non-work times.
- Section 3.** The Facility Representative and/or his/her designee may be given reasonable access to all communication equipment to include, but not limited to copy machines, fax machines, and audio-visual equipment for the purpose of conducting official labor relations business. This equipment shall not be used to conduct internal Union business.
- Section 4.** The Employer shall approve the Union's use of facility space, if available, at no cost to the Union for periodic meetings with Employees in the Unit. Union members on non-duty or non-work status shall be allowed to attend these Union meetings. When a Union representative is performing representational duties under this Agreement, the Employer shall make every reasonable effort to provide a meeting space that will protect the confidentiality of any discussion. A union office or space may be negotiated locally.
- Section 5.** The Union shall be permitted to place Union-reading binders adjacent to the Employer's Read File. The binders shall be clearly identified as Union materials. The Employer shall provide binders and suitable shelf space as needed or required by the Union.
- Section 6.** If available, Union Representatives may use the Employer's electronic mail to communicate with the Employer and the Union, and may access the Employer's Intranet and related links to the Internet to obtain information/documents necessary for official representational duties in accordance with this Agreement and applicable DoD directives and policies.

**ARTICLE 13  
USE OF OFFICIAL GOVERNMENT TELEPHONES**

- Section 1.** The use of government telephones shall be authorized in accordance with this Agreement.
- Section 2.** The Employer shall not monitor Union or Employee telephone conversations except for Communications Security as outlined in the Army/DOD regulations, and for other purposes that are in accordance with applicable law, rule and regulation.

**Section 3.** The Employer agrees to install and/or maintain a minimum of one (1) telephone line in the break room area, tower and radar. The Employer agrees to maintain at least one telephone line in each work area, available for Employees.

**Section 4.** Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law. The Employer shall notify employees of all recorded outside telephone lines within their facility.

#### **ARTICLE 14 FEDERAL PERSONNEL MANUALS AND DOD REGULATIONS**

**Section 1.** Upon advance request by an Employee, the Employer agrees that employer directives, which relate to the personnel policies, practices, and working conditions of the Employees of the Bargaining Unit, shall be made available for review.

**Section 2.** If requested by the Union, the Employer agrees to provide or make available to the Union a copy of all pertinent manuals used by the BUEs in the performance of their duties. The Employer will provide any updates or changes to these documents promptly after receipt, where possible.

**Section 3.** Unless otherwise restricted by federal law and upon request, Employees shall be allowed to make a copy of any and all documents that Employees are directed or requested to sign, initial, or review.

#### **ARTICLE 15 POSITION DESCRIPTIONS**

**Section 1.** Each Employee covered by this Agreement shall be assigned and provided a position description that is consistent throughout the Bargaining Unit and accurately reflects the duties and responsibilities of his/her position. If an Employee believes that his/her position description is not accurate, he/she may request a review by his/her Supervisor and, upon request, may be accompanied by a Union representative.

**Section 2.** At any time, BUEs have the right to request a position classification appeal, concerning the grade, series or title of their positions. Employees may contact their servicing CPAC, LMER for guidance on the classification appeal process, either informal or formal.

Employees may also access information concerning the appeal process through the Army Civilian Personnel homepage ([www.CPOL.Army.Mil](http://www.CPOL.Army.Mil)), under Position Management and Classification Program. 5 CFR, Part 511, Subpart F governs the classification appeal process.

**Section 3.** All proposed changes to the position description of Bargaining Unit Employees shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 of this Agreement.

**Section 4.** The primary duties of BUEs are those directly related to the control and separation of aircraft and the training of other air traffic controllers. The Employer retains the right to assign work; however, other duties assigned by the Employer shall 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 regular and recurring basis, the position description shall be amended to reflect such duties. For any dispute beyond the scope of their primary duties and the employee's position description, BUEs may use the provisions of Article 8 to address this matter.

## **ARTICLE 16 PERFORMANCE APPRAISAL**

**Section 1.** The performance management process will be conducted IAW applicable law and regulation. The standards should be given to the employee within (30) days of the beginning of the rating period. The period of performance considered in the appraisal will begin upon receipt by the employee of approved performance standards.

**Section 2.** The performance standard developed by the Employer shall be in accordance with all laws, rules, regulations, procedures and the position description (PD) for each employee.

**Section 3.** In order to assure continuity and an objective appraisal, employees must normally be supervised by the same supervisor with first-hand knowledge and observation of his or her performance for a minimum of one hundred twenty (120) days before receiving an appraisal.

**Section 4.** The employee's appraisal and rating will be based solely on his/her performance in relation to the established standards. Performance

standards shall be applied uniformly throughout the bargaining unit.

**Section 5.**

A copy of the employee's appraisal shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document.

**Section 6.**

**Actions Based On Unacceptable Performance**

- A. When an employee is considered to be performing at an unacceptable level as defined by applicable law and regulations at any time during the performance year, the employee will be notified in writing of his/her deficient performance. Such notification will include the critical elements of which the unacceptable performance is based, specific instances of unacceptable performance, what action must be taken to improve his/her performance to an acceptable level and what the Employer will do to assist the employee. 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 Employer shall 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. At the end of the opportunity period, the supervisor will appraise the employee's performance again.
- B. Not less than every thirty (30) days during the period for improving performance, the supervisor shall provide the employee with a written review identifying the employee's progress and identifying any areas still needing improvement. Additionally, the supervisor shall include specific recommendations of methods and means of improving that the employee may use to attain an acceptable level of competence.
- C. Prior to and during the opportunity period, the Employer will assist the employee to improve his/her performance. If an employee does not feel he or she is getting the proper assistance during the opportunity period to correct his or her performance deficiencies, the employee may bring those concerns to the attention of the Employer and/or the Union. The parties will meet within a reasonable period, normally five (5) workdays to discuss the employee's concerns.

- D. If the employee's performance has not improved to an acceptable level, in accordance with 5 USC § 4303, the Employer will provide the employee thirty (30) days advance written notice of the proposed action, which may be a reduction in grade or removal for unacceptable performance. The notice will contain the specific instances of unacceptable performance by the employee on which the proposed action is based and, the critical elements of the employee's position involved in each instance of unacceptable performance, the right to be represented by an attorney or other representative, the right to respond orally and in writing and the name and title of the official designated to hear an oral and/or receive a written reply. The Employee has the opportunity to respond to the notice orally and in writing within fifteen (15) days from the date the employee receives the notice proposing the action. The employee may request an extension in writing, with justification, to the Employer and the Employer may grant an extension of the reply period.
- E. The Employer shall consider the employee's reply and then provide the employee with a written decision concerning the proposed action. The Employee may have representation during all phases including the oral response.
- F. An Employee and his/her Union Representative shall be granted a reasonable amount of official time, if otherwise in a duty status to review the material relied upon by the Employer in proposing a reduction in grade or removal and for the purpose of preparing and presenting answers to proposed actions covered under this Article.
- G. An Employee against whom action is proposed under this Article and his/her Union Representative shall have the right to review all of the information relied upon to support the action and shall be given a copy of the information upon the Employee's or Union Facility Representatives written request.
- H. In no case will the final decision to take corrective action be based on a matter not specified in the notice of proposed action.
- I. The decision to retain, reduce in grade, or remove an employee shall be made within thirty (30) days after the date of expiration of the notice period.

- J. A decision to remove, reduce-in-grade, or reassign may be based only on those instances of unacceptable performance by the employee that occurred during the one (1) year period ending on the date of the notice of proposed action.
- K. If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice provided under any entry or other notation of the unacceptable performance for which the action was proposed under this section shall be removed from any Employer record relating to the employee.
- L. The decision to remove or reduce-in-grade shall be concurred with by an official in a higher position than the official who proposed the action.

## **Section 7.**

### **Documentation**

- A. Personal notes retained by supervisors/managers that are not required by this article, which are for the personal uses of the author and are not provided to any other person, and which are retained or discarded at the author's sole discretion, are not considered a part of the performance appraisal file system, therefore such notes are not subject to the Freedom Of Information Act (FOIA). However, when personal notes are made by the supervisor/manager concerning an individual employee's performance and are intended to be used as supporting documentation to appraise the employee, the employee will be given a copy of these notes within thirty (30) days of the written notation. If an employee is shown a note, record or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.
- B. Performance appraisal documentation needed in connection with ongoing administrative, quasi-judicial, or judicial proceedings may be retained as long as necessary beyond the time limits specified.

## **Section 8.**

Employees that have dissatisfaction with their performance appraisal may request formal reconsideration by submitting a grievance utilizing the negotiated grievance procedure contained in Article 8 of this Agreement.

**Section 9. USE OF PERFORMANCE APPRAISALS.**

- A. General Schedule (GS) employees in the bargaining unit will receive within-grade increases when eligible and their performance is at an acceptable level of competence as defined by applicable law and regulations.
- B. Performance appraisals may be used as a basis for determining promotions. An employee is not eligible for a career promotion unless performing at the "Success" or equivalent level or better. The attainment of a "Success" or equivalent rating does not, in and of itself entitle such an employee to a career promotion.

**Section 10.** When an employee is considered to be performing at the "Minimally Acceptable" level, the Employer will provide assistance to help the employee improve his/her performance.

**ARTICLE 17  
RECOGNITION AND AWARDS PROGRAM**

**Section 1.** Incentive Awards. The Statute (5 USC, Chapter 45) provides that incentive awards may be used as a form of recognition for superior performance by an individual employee or to recognize a special act or service by an employee or by a group of employees. The incentive award may be monetary, honorary, or both. When used to recognize a special act or service, the award is intended to recognize performance which exceeds job requirements as a onetime occurrence; performance on a particular project or assignment; a creative effort that contribute to science or research; or an act of heroism. While the periodic appraisal provides the opportunity to review and assess how actual performance compares with standards set for the job, supervisors should also recognize employees through awards at other times. If the supervisor determines that recognition is merited, the recommendation should be submitted as soon as possible so that the award will be timely.

**Section 2.** The Employer agrees that monetary/non-monetary awards associated with ratings shall be based solely on the comparison of job performance against the Performance Standards for the duties and responsibilities of the Employee's position and not with other BUE's.

**Section 3.** The ATCFC shall notify the Facility Representative or his/her designee as soon as practical when any BUEs receive any award.

- Section 4.** The Employer agrees that the use of time off from work as an incentive is an excellent tool for increasing the productivity and creativity of BUEs by rewarding their contributions to the quality, efficiency, or economy of government operations. Time off awards shall be administered and scheduled in accordance with applicable law, rule, and regulation.
- Section 5.** The Employer agrees to administer all recognition and awards evenly and fairly as to not discriminate against any BUE.

## **ARTICLE 18 EMPLOYEE RECORDS**

- Section 1.** Electronic Official Personnel Folder (eOPF) The electronic Official Personnel Folder (eOPF) is the electronic version of the hardcopy employee official personnel folder, the official record of the employee Federal work career. The eOPF system contains the employee personnel documents in a secure environment, allowing immediate access and capability to search for documents located in the employee record. eOPF is in compliance with Office of Personnel Management (OPM) and federally mandated HR employee record management regulations, integration with the agency Human Resources Information Systems (HRIS) (e.g. Defense Civilian Personnel Data System (DCPDS) and Employee Benefit Information System (EBIS)). The long-term records in the file are included to protect the legal and financial rights of the government and the employee.
- Section 2.** Access to your eOPF is by Government computer only. eOPF allows each employee to have immediate electronic access to their personnel folder; provides e-mail notification to employees when documents are added to their eOPFs; and the ability to view or print all documents from the eOPF. Employees are able to view their own eOPFs through the eOPF application at <https://eopf1.nbc.gov/army/> . For technical assistance for the eOPF the employee may contact the eOPF Helpdesk at 1-866-275-8518 or via email [eOPF\\_hd@Telesishq.com](mailto:eOPF_hd@Telesishq.com). Employee guidance and information is posted at the CPOL website: <http://cpol.army.mil/library/general/eOPF/>.
- Section 3.** Material placed in office records shall comply with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement.

- Section 4.** Access to office records of the employee by the employee and/or the authorized representative who has been so authorized in writing will be granted if such records are maintained on the premises in which the employee is located
- Section 5.** The eOPF and office records maintained by the Employer shall be the only records kept on the Employee by the Employer.
- Section 6.** An Employee may request that information maintained in the office record be corrected or amended if he/she believes the information is incorrect. The Supervisor and/or management will advise the Employee within three (3) business days of its determination concerning the Employee's request. An Employee who unsuccessfully attempts to correct or amend a record maintained by the Employer will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

## **ARTICLE 19 CONTROLLER IN CHARGE (CIC)**

- Section 1.** The CIC provides watch supervision for the continuous operation of a facility and/or area.
- Section 2.** Management shall make every effort, consistent with operational requirements, to ensure that all fully certified BUEs share the duties of the CIC on a fair and equitable basis within their assigned shifts. When more than one qualified BUE is assigned to the same shift, CIC duties shall be rotated for the shift.
- Section 3.** When assigned CIC duties, a BUE shall be given sufficient authority to fulfill the responsibilities of the assignment. General guidance and goals for the shift shall be conveyed in facility directives and/or during the shift/area position briefing.

## **ARTICLE 20 LEAVE ADMINISTRATION**

### **Section 1. Annual Leave**

- A. Employees shall accrue leave at the rates established by 5 USC 6303.
- B. Annual leave shall be approved/disapproved based on operational requirements.

- C. Employees are required to submit leave requests using OPM Form 71, Request for Leave or Approved Absence. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the Employee. Employees should request annual leave in a timely manner. An employee request for annual leave on the day of his/her shift should be made as soon as possible, generally within two (2) hours prior to the Employee's start time. The use of annual leave is subject to prior approval. Retroactive approval may be given when the case warrants it.
- D. Employee requests for annual leave must be made with the supervisor. If the supervisor is not available, the Employee must speak to the supervisor's designee. If neither the supervisor nor the supervisor's designee is available, the Employee must speak to a supervisor within the immediate organization who has the authority to approve leave. Supervisors should provide timely responses to employees' requests.
- E. Emergency annual leave is subject to approval by the supervisor; therefore, the employee may need to explain the general nature of the emergency and requested duration of the absence. The supervisor will make a determination on whether or not leave will be granted.
- F. Employees are responsible to request use or lose leave in a timely manner in order to preclude end of the year forfeiture. Supervisors are responsible to schedule approved annual leave requests in such a manner that no employee forfeits leave at the end of the calendar year.
- G. Where two or more employees request the same period of annual leave and all cannot be spared the Employees involved will attempt to resolve the conflict. If the Employees cannot resolve the conflict, the conflict will be resolved according to the following guidelines:
  - 1. If more Employees have requested leave for the same period than can be approved, the conflict will be resolved on the basis which gives preference to those employees who have not taken the same period of leave the previous year, then; If after a review of the previous year's leave usage a conflict remains, the conflict shall be resolved by seniority.

- H. Leave requests made within twenty-four (24) hours of the date/time of the requested leave period, shall be approved on a first requested basis.
- I. An Employee may cancel annual leave at any time. When an Employee cancels scheduled annual leave and returns to duty, he/she shall be assigned to work the shift that he/she would have worked as if annual leave had not been scheduled.
- J. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with applicable regulations and this Agreement.
- K. Employees shall not be required to provide reasons for annual leave requests, except as described in Section 1 paragraph E. of this Article.
- L. One (1) Union delegate per facility shall be permitted to take annual leave to attend (including travel time) the Union's National Convention, subject to operational requirements. At the request of the delegate, the Employer may grant LWOP to attend the Union's convention.
  - 1. The granting of this time shall take precedence over the granting of requested leave to other bargaining unit employees for the date(s) indicated. In the event the Union changes delegate(s) the time granted under this paragraph may be transferred to the new delegate(s) within the facility.

## **Section 2.**

### **Sick Leave**

- A. Employees will earn sick leave in accordance with applicable law and regulations. Employees will request sick leave using OPM Form 71, Request for Leave or Approve Absence.
- B. Employees have the responsibility to notify their supervisor of their need for unplanned or unscheduled sick leave. The employee will make the notification unless they are unable to do so because the serious nature of their injury or illness prevents it.
- C. An Employee shall request sick leave from the supervisor. In the event that the Employee is unable to report for duty due to illness, the Employee should notify the supervisor as soon as possible generally within two (2) hours of his or her starting time

and speak with his or her immediate supervisor to request leave. Employees must call in each day and subsequent days of absence unless an extended period of sick leave is initially requested. In the event that the supervisor is not available and there are no other supervisors available, an individual will be designated by the supervisor to receive and pass on the sick leave request to the appropriate supervisor as expeditiously as possible. If an Employee is seriously ill or hospitalized, another adult may call on the Employee's behalf.

D. Requests for leave for prearranged medical, dental, or optical examination or treatment shall be submitted in a timely manner.

E. Sick leave shall be approved when the Employee:

1. Receives medical, dental or optical examination or treatment;
2. Is incapacitated for the performance of his/her duties by physical or mental illness, injury, pregnancy, childbirth;
3. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical dental, or optical examination or treatment;
4. Provides care for a family member with a serious health condition;
5. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
6. Would, as determined by the health authorities having jurisdiction of by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
7. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption process to proceed.

F. Management may require a medical certificate for an absence for any of the purposes described in 5 CFR Section 630.405(a) for an absence in excess of three (3) work days or for a lesser period when the Employer determines it is necessary. The supervisor may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence.

- G. Up to 104 hours may be granted to an employee who is providing care for a family member as described above or is making arrangements for or attending a family member's funeral.
- H. 480 hours per year of available sick leave may be used to care for a family member with a serious health condition. If some of the 104 hours available for bereavement or other care of family members have been used, those hours must be deducted from the 480 hours. These entitlements are distinct from the leave without pay available under the Family and Medical Leave Act.
- I. An Employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the Employer requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the Employer despite the Employee's diligent, good faith efforts, the Employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the Employer requests such documentation. An Employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.
- J. Employees that show a pattern of sick leave abuse may be issued a memorandum of sick leave restriction. The Parties agree that employees suspected of abusing sick leave will be counseled on their attendance related deficiencies at least once prior to being placed on a sick leave restriction. Employees who have been given a sick leave restriction letter will be required to furnish a medical certificate for any and all sick leave absences for a period of time, not to exceed six (6) months.
- K. The number of hours of sick leave used shall not, in and of itself, constitute sufficient cause for sick leave counseling.
- L. For the purposes of sick leave, "family member" is defined as the employee's:
  - 1. Spouse, and parents thereof;
  - 2. Sons and daughters, and spouses thereof;
  - 3. Parents, and spouses thereof;
  - 4. Brothers and sisters, and spouses thereof;

5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**Section 3.** Tardiness

Supervisors have the option to excuse infrequent absences and tardiness of less than an hour. Each supervisor shall consider each case on its merits and no Employee shall receive preferential treatment in being excused for tardiness.

**Section 4.** Leave for Blood Donation

Subject to operational requirements, supervisors may excuse employees from work without charge to leave for the time necessary to donate blood. Employee will be granted up to four (4) hours for each authorized donating period. Employees are responsible for providing proof that they have participated in donating blood.

**Section 5.** Leave Without Pay

- A. Leave without pay (LWOP) may be granted in accordance with the terms of this agreement, applicable laws and regulations. Each case will be considered on a case-by-case basis.
- B. In accordance with Executive Order 5396, when a disabled veteran, as defined in 5 CFR 211.102 presents a statement from a medical authority that treatment is required, annual leave or sick leave shall be granted, if available, otherwise leave without pay shall be granted. The granting of such leave is contingent upon the veteran's giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying out the work during his/her absence.
- C. Employees returning to duty from approved periods of leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws and regulations.

**Section 6.**

## Advanced Leave

- A. Annual Leave: Employees may request advanced annual leave in lieu of leave without pay. Employees may be asked to provide such request in writing. Each request will be approved or disapproved on a case-by-case basis. No more than the amount of annual leave that would be earned during the leave year may be advanced.
- B. Sick Leave: Employees may request advanced sick leave in lieu of leave without pay. Employees may be asked to provide the request in writing and to provide administratively acceptable medical documentation. Each request will be approved or disapproved on a case-by-case basis. No more than thirty (30) days (240 hours) of sick leave may be advanced.

**Section 7.**

## Court Leave/Jury Duty

- A. An employee is entitled to paid time off without charge to leave for service as a juror or witness in accordance with 5 USC 6322.
- B. At the request of an Employee who has been granted Jury Duty/Court leave, his/her regular days off shall normally be changed to coincide with his/her jury service regular days off. The change of an Employee's regular days off shall not entitle the Employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

**Section 8.**

## Voting

Subject to operational requirements, employees may be granted excused absence to vote in government elections.

**Section 9.**

## Military Leave

Full cooperation will be extended to all Reserve components of the Armed Forces by granting leave of absence for military training purposes to authorized Employees. Each reservist of the Armed Forces of the United States or member of the National Guard who is entitled to leave of absence from his/her duties will be granted such leave without adverse effect on his/her performance rating, loss of pay, or charge to annual leave. Military leave will be granted to Employees IAW 5 USC 6323.

**Section 10.**

## Bone Marrow Donor and Organ Donor

In accordance with 5 USC 6327, the Employer shall provide employees with seven (7) days excused absence in a calendar year to serve as a bone marrow donor and thirty (30) days excused absence in a calendar year to serve as an organ donor.

**Section 11.** Family Medical Leave Act

- A. The Parties agree to comply with the provisions of the Family and Medical Leave Act (5 CFR 630) which allows for qualifying Employees to use twelve (12) weeks of unpaid leave during any 12-month period for certain family and medical needs within the limits stated in the act.
- B. Under certain conditions, an Employee may use the twelve (12) weeks of Family and Medical Leave intermittently. An Employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM regulations for using annual and sick leave, for any unpaid leave under the FMLA. FMLA leave is in addition to any other paid time off available to an Employee.
- C. Requests for, and entitlement to, leave under the FMLA are to be made on OPM Form 71, Request for Leave or Approved Absence. In addition, the Employee may be asked to submit appropriate medical documentation to support his/her request for FMLA. The Employee may use Department of Labor Form WH-380E, Certification of Health Care Provider for Employee's Serious Health Condition or Department of Labor Form WH-380-F, Certification of Health Care Provider for Family Member's Serious Health Condition, or provide other administratively acceptable medical documentation.
- D. Employees may request FMLA for the following purposes:
  - 1. The birth of a son or daughter of the Employee and the care of such son or daughter.
  - 2. The placement of a son or daughter with the Employee for adoption or foster care.
  - 3. The care of a spouse, son, daughter, or parent of the Employee who has a serious health condition.
  - 4. A serious health condition of the Employee that makes the Employee unable to perform any one or more function of the essential functions of his or her position.
  - 5. Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee

is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

**Section 12.** Military Funeral Leave

- A. This section applies to the granting of funeral leave to an employee in connection with the funeral of, or memorial service for, his immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the armed forces in a combat zone.
- B. Employees shall be granted three (3) workdays of funeral leave days to make arrangements necessitated by the death of a family member or attends the funeral of a family member. The workdays do not need to be consecutive.
- C. Funeral leave is without loss of or reduction in pay or leave to which the employee is otherwise entitled.
- D. Employees may request leave for any additional time needed.

**ARTICLE 21  
VOLUNTARY LEAVE TRANSFER PROGRAM**

**Section 1.** The purpose of this Article is to set forth the procedures and requirements in accordance with 5 CFR 630, Voluntary Leave Transfer Program.

**Section 2.** Employees applying to become a leave recipient due to a medical emergency should complete the OPM Form 630 and submit the form to their supervisor with certifying medical documentation. If the employee is not capable of making written application, a personal representative may make the application on behalf of the employee. Supervisors must approve or disapprove the employee's application to become a leave recipient. The servicing Civilian Personnel Advisory Center (CPAC) will provide any additional procedures/guidelines for the VLTP process.

**Section 3.** When requested by the Union and/or a BUE, the Employer will provide the name, phone number, and address of the servicing CPAC who oversees this program for the Employer.

**Section 4.** Any meetings concerning this Article shall be done on duty time, staffing and workload permitting.

**Section 5.** Any unauthorized use of information gathered under this Article, without the BUE's written consent, is strictly prohibited.

**ARTICLE 22  
HOLIDAYS**

**Section 1.** Bargaining Unit Employees will accrue holiday benefits for those days declared to be legal holidays by Federal Statute or Executive Order.

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 shall be observed in lieu of the actual holidays:

Scheduled Five-Day Workweek:

<u>SCHEDULED DAYS OFF</u>	<u>DAY ACTUAL HOLIDAY FALLS ON</u>	<u>DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY</u>
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

**Section 3.** An employee who performs work on a holiday designated by Federal statute or Executive order, or day in lieu of the actual holiday, is entitled to pay at the rate of his/her basic pay, plus premium pay at a rate equal to the rate of his/her basic pay, for that holiday work which is not:

- A. In excess of 8 hours; or
- B. Overtime work as defined by 5 U.S.C. Section 5542 (a).

**Section 4.** An employee who is required to perform any work on a designated holiday is entitled to pay for at least 2 hours of holiday work.

**Section 5.** Holiday leave request shall be recorded and, if approved, will be granted on a first requested basis. The procedure for requesting the holiday off shall be via OPM-71. If the request was disapproved and leave for that holiday or any portion of that holiday later becomes available, the leave shall be approved on a first requested basis.

## **ARTICLE 23 HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS**

**Section 1.** The Installation Commander retains the right to determine the opening and closing of its Facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties at the facility may review existing facility emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions. The Employer will provide Employees with instructions on how to obtain information on Facility opening/closing during hazardous geological/weather and which Employee(s) is/are required to report to work.

**Section 2.** Given the essential nature of Air Traffic Control, Employees are expected to make a reasonable effort to report to work during hazardous geological/weather conditions. However, they are not expected to disregard their personal safety or that of their family. All Employees who are unable to report for duty shall notify the Facility as soon as possible. Employees who are unable to report for work due to hazardous geological/weather and excused by the Employer, shall be granted unscheduled leave.

**Section 3.** When the Employer determines hazardous geological/weather conditions exist, or are imminent, on duty Employees shall be released as soon as possible, as operational requirements permit. Bargaining Unit volunteers who remain on duty shall be utilized to the extent possible. After the Employer makes this determination, the Union shall be notified.

**ARTICLE 24  
WORKING HOURS AND SHIFT ASSIGNMENTS**

**Section 1.** The administrative work week is the seven-day calendar week commencing at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

**Section 2.** The basic work week for employees is forty (40) hours in duration, consisting of five (5) eight (8) hour days during the period of Sunday through Saturday.

A. A controller will not serve more than 10 consecutive hours of Air Traffic Control Duty.

B. An uninterrupted eight (8) hour rest period is required prior to each shift.

C. Controllers must be relieved of all duties for twenty-four (24) consecutive hours at least once during each seven (7) day period. (Ref: Army Regulation 95-2, paragraph 14-6)

**Section 3.** The Employer retains the right to establish the hours and days of operation of the facility.

**Section 4.** Shift assignments will be posted at least twenty-eight (28) days in advance. Changes in shift assignments will normally be posted seven (7) days in advance. Exceptions may be made to this requirement when circumstances make advance scheduling impossible. Changes in an employee's hours of work will be justified and not used as discipline or reprisal against an employee.

**Section 5. SHIFT ASSIGNMENTS**

At the request of the Union, the Parties at the local level shall negotiate the movement of employees through established shifts and regular days off available to be bid by bargaining unit employees. The bidding procedures will be negotiated at the local

level. The Employer retains the right to ensure operational requirements have been met.

## **Section 6. SHIFT SWAPS AND CHANGES**

The Employer shall approve the exchange of shifts and/or days off by employees of equal qualifications, provided the exchange does not result in overtime. The Employer shall approve the change of shifts and/or days off based on operational requirements provided the change does not result in overtime.

**Section 7.** Employees will normally be allowed a fifteen (15) minute rest period within a three (3) hour work period in a time and place and in a manner that does not interfere with efficiency of operations. Rest periods may not be used to extend lunch period or to shorten the workday. Breaks for smoking are included in this fifteen (15) minute period.

## **ARTICLE 25 OVERTIME**

**Section 1.** Overtime hours will be compensated at the appropriate rates in accordance with applicable law and regulations.

**Section 2.** The Employer retains the right to assign overtime to meet new or emergency requirements.

**Section 3.** Overtime shall be assigned on a fair and equitable basis to qualified employees. The process for fair and equitable assignment of overtime for BUEs shall be:

- A. The Employer shall maintain a written roster of qualified bargaining unit employees who have indicated a desire to work overtime.
- B. The roster shall be sorted first by seniority, and after each overtime assignment has been made, by total hours for the current fiscal year. The roster will be sorted by total hours overtime performed for the current year after each overtime assignment has been made.
- C. The Employer shall maintain a running total of overtime hours worked and/or refused on a roster. This roster shall be reset to zero at the beginning of each fiscal year.

The Union will provide a current seniority list to the Employer concurrent with the establishment of the roster and concurrent with the annual resetting of the roster.

- Section 4.** Upon request, a current copy of the overtime roster shall be provided to the Union.
- Section 5.** If an employee assigned to work overtime can secure a qualified replacement, he/she shall be relieved of the assignment. If the employee cannot secure a qualified replacement, the employee will work the overtime.
- Section 6.** It is recognized that certain factors (i.e., leave, skill requirement, etc) may cause temporary imbalances in the equitable distribution of overtime.
- Section 7.** Employees assigned to work overtime will be given as much advance notice as possible. It is recognized that at times there may be little advance notice possible in scheduling overtime because of unforeseen mission requirements. In the event an employee does not desire to work overtime, the employee's request to be excused from overtime work should be accommodated, if operational requirements permit, or if another employee volunteers to work the overtime in accordance with Section 4.
- Section 8.** An employee called in to perform overtime work on his/her regular day off, will be provided the opportunity to work eight (8) hours unless exceeding duty time and rest interval requirements.
- Section 9.** When an employee is called in before or held over past his/her regular assigned shift, he/she will be provided the opportunity to work two (2) hours of overtime, provided such time remains in the operating hours of the facility, and subject to management's determination as to what work will be performed IAW Article 5.
- Section 10.** The Parties at the facility will jointly develop the format of the overtime roster (i.e. name, contact number, hours worked, hours offered and total hours).

## **ARTICLE 26 OUTSIDE EMPLOYMENT**

- Section 1.** Employees may engage in outside employment if the activity does not conflict or bring discredit or criticism on the employee and/or the

Agency or interfere with the ability to perform job duties.

**ARTICLE 27**  
**RETIREMENT AND BENEFITS ADMINISTRATION**

**Section 1.** The employee will receive guidance for retirement benefits, planning for retirement, and forms for retirement at the Army Benefits Center-Civilian (ABC-C), 303 Marshall Avenue, Fort Riley, KS 66442-5004, (877) 276-9287 <https://www.abc.army.mil/>. Retirement and Benefits will be administered as governed by current Federal Law Statutes.

**ARTICLE 28**  
**DETAILS/TEMPORARY PROMOTIONS**

**Section 1.** For the purpose of this Article, a detail is defined as “the temporary assignment of an employee to a different position or set of duties, for a specified period with the employee returning to his or her regular duties at the end of the detail”, without an increase in salary.

**Section 2.** Employees to be detailed shall be given as much advance notice as possible.

**Section 3.** Details will be made in accordance with applicable laws, regulations, and will be consistent with the terms of this agreement. Details under this Article may be rotated among well qualified bargaining unit employees in accordance with mission requirements.

**Section 4.** When a bargaining unit employee is assigned to a bargaining unit position of a higher grade for sixty (60) consecutive calendar days or more, the employee will be temporarily promoted if otherwise qualified.

**Section 5.** Temporary promotions to higher-graded position or positions of known promotion potential that are in excess of 120 calendar days will be made competitively.

**Section 6.** A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known on the vacancy announcement.

**Section 7.** The Facility Representative shall not be required to temporarily fill management positions when other qualified BUEs are available.

**ARTICLE 29  
TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS**

**Section 1.** Consistent with operational requirements, upon request, an Employee recuperating from an illness or injury, who is temporarily medically or physically unable to perform active Air Traffic Control duties, shall be assigned other facility duties, to the extent such duties are available.

**Section 2.** Such Employees shall continue to be considered for promotional opportunities for which they are in all other aspects otherwise qualified.

**Section 3.** Employees assigned duties under the provisions of this Article shall continue to be considered Bargaining Unit Employees and shall be entitled to all provisions of this Agreement and those provided by law and regulation.

**Section 4.** Consistent with operational requirements, upon request, Employees temporarily prohibited from performing control duties because of medications restricted by the Employer's directives shall be assigned other temporary duties within the Facility.

**Section 5.** Nothing in this Article precludes Management's rights under 5 U.S.C. 7106.

**ARTICLE 30  
REDUCTION-IN-FORCE, REORGANIZATION  
AND TRANSFER OF FUNCTION**

**Section 1.** The Employer agrees to notify the Union when it determines that a Reduction-In-Force (RIF), reorganization or Transfer of Function (ToF) will occur. The Union will be notified at least thirty (30) days in advance of notices to the employees. This notification will include:

- A. Proposed date of action and/or proposed effective date of formal RIF
- B. Number of employees involved
- C. Competitive area affected
- D. Reason(s) for the action

- Section 2.** The Employer and the Union will meet to negotiate as appropriate any reduction-in-force or downgrade on the bargaining unit employees.
- Section 3.** Each bargaining unit employee affected by RIF will be given a minimum of sixty (60) calendar days advance notice before the action is effective. If a meeting is scheduled to discuss the impact of the reduction-in-force or downgrade with affected employees, a Union Representative will be given the opportunity to be present.
- Section 4.** After a RIF has been announced, the HQDA Civilian Personnel Advisory Center will inform all affected employees and explain the following:
- A. How the RIF works,
  - B. The employees' rights,
  - C. The employees' appeal rights, and
  - D. The meaning of RIF's terminology and requirements.
- Section 5.** The Employer agrees to consider all reasonable actions to avoid or minimize a reduction-in-force such as:
- A. Offering Voluntary Separation Incentive Pay (VSIP),
  - B. Offering Voluntary Early Retirement Authority (VERA),
  - C. Hiring freezes,
  - D. Terminating temporary employees,
  - E. Short furloughs (30 days or less),
  - F. Reductions in work hours,
  - G. Retraining, or
  - H. Curtailing discretionary spending.

## **ARTICLE 31 TRAVEL**

- Section 1.** BUEs selected for assignments involving official travel will use the Defense Travel System (DTS) to initiate travel orders and to schedule temporary duty travel (TDY). All TDY will be authorized or confirmed through DTS.
- Section 2.** Upon completion of TDY Travel, the BUE will submit the travel voucher, along with all supporting documents, through DTS. The filing of travel vouchers and time spent obtaining per diem/travel arrangements will be accomplished while in a duty status.

**Section 3.** BUEs will be reimbursed travel and per diem in accordance with the Federal Joint Travel Regulation. BUEs shall be authorized a travel card upon a requirement for official travel.

**Section 4.** To the maximum extent possible, the Employer shall schedule enroute travel during the employee's regularly scheduled tour of duty. However, it is recognized that in rare instances no amount of planning or scheduling will prevent BUEs from being required to travel outside their scheduled tour of duty.

## **ARTICLE 32 SYSTEM ERROR/DEVIATION**

**Section 1.** The Union Facility Representative or his/her designee shall be present during all interviews with Bargaining Unit Employees when Management alleges that a system error/deviation may have occurred. The Union Facility Representative, or his/her designee, shall be notified promptly and prior to any requirement or request for a written or verbal statement from any BUE.

**Section 2.** The following shall apply to system error/deviations:

- A. Initial written statement (informal) – If an Employee is required to make an initial written statement after a system error/deviation, upon request, the Employee and, if applicable his/her Union Representative shall be permitted to listen to/view relevant tape recordings prior to making this statement. The Employer's request for an initial statement must be made within four (4) hours of a suspected incident or within four (4) hours of management becoming aware of the incident.
- B. Final written statement (formal) – This statement shall follow the initial written statement. An employee and his/her Union Representative shall be permitted to review all data utilized in the related investigation by Management prior to making a final written statement. The Employee and his/her representative shall be afforded a reasonable amount of official time to review this data and prepare the final written statement. An Employee may elect to resubmit the initial written statement for this purpose. The final written statement shall be the Employee's official response, superseding any previous oral or written statements.

**Section 3.** The Employee and Union Representative shall be given an entire copy of any and all investigation reports concurrently with its

submission to the Air Traffic Control Facility Chief (ATCFC), except with respect to protected information such as personal, medical or national security information. If the Employee or Union Representative do not feel the findings of the Facility investigation are correct, they may submit comments in writing to the ATCFC within ten (10) calendar days of receipt of the investigation report. The ATCFC shall maintain this document with the file and consider it when making a final ruling.

**Section 4.** Management shall investigate and analyze causal factors so that deficiencies in human, procedural, and/or equipment elements of the Air Traffic Control system can be identified and corrected.

**Section 5.** The Union Facility Representative and the affected Employee shall receive a copy of the ATCFC system error/deviation final report.

### **ARTICLE 33 HEALTH AND SAFETY**

**Section 1.** The Employer shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196, and Chapter XVII of Title 29, Department of Labor Rules and Regulations, and AR 385-10, Army Safety Program. The Employer and the Union shall negotiate on the impact of any management proposed changes or recommendations relative to safety and health policies and or standards. Union officials involved in activities or representation pursuant to this Article shall be considered to be on official duty.

**Section 2.** The Employer will provide safe and healthful working conditions and equipment in accordance with standards promulgated under OSHA. The Employer shall provide and replenish first aid kits, which, at a minimum, shall include blood-borne pathogen, clean up kits, alcohol swabs, acetaminophen, aspirin, gauze pads and Band-Aids. These kits shall be readily accessible to all employees at all times.

**Section 3.** The Employer shall make available official first aid and CPR training or training courses for Bargaining Unit Employees.

When first aid and CPR training is available and offered by installation and/or airfield commander, the Employer shall inform the BUEs.

- Section 4.** The Union and the Employer agree to encourage all employees to observe all safety rules and regulations, to use protective clothing and equipment, and to report to their immediate supervisors any unsafe or unhealthy working conditions. A Union representative will be informed and may accompany the supervisor on any inspection made pursuant to report of unsafe or unhealthy working conditions.
- Section 5.** If there is a complaint made, a Union representative may accompany the safety and health inspections of facilities housing unit employees made pursuant to OSHA which are done by Army Headquarters Services (AHS) officials and non-AHS officials.
- Section 6.** Employees shall immediately report job connected injuries or illnesses to their supervisor.
- Section 7.** Protective devices, when required for wear, shall be determined and furnished by the Employer for use by Employees at the work site. The Employer agrees to provide the necessary training required for these protective devices.
- Section 8.** In the event of construction or remodeling within the ATC Facility, the Employer shall insure that safeguards are maintained to prevent injury or exposure of BUEs to any hazardous conditions. The Union shall be advised of any such construction in accordance with Article 7 of this Agreement and applicable laws.

#### **ARTICLE 34 EQUAL EMPLOYMENT OPPORTUNITY**

- Section 1.** The Employer and the Union will cooperate to ensure equal opportunity in all aspects of employment for employees of the bargaining unit. Employment policies and practices will be free from unlawful discrimination based on race, color, religion, sex, age, national origin, or handicap. The basic principle of equal employment opportunity underlies all aspects of the civilian personnel management program of the Employer.
- Section 2.** The Parties jointly support an organizational environment that is free of sexual harassment and discrimination. Every effort will be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to Sexual harassment or discrimination of any kind in the work place.

**Section 3.** It is agreed that the current Affirmative Action Plan will be available to the bargaining units. The Plan or a notice of where the plan may be obtained will be posted at a location readily available to bargaining unit employees.

**Section 4.** The Employer shall post the office and work telephone number(s) of all EEO counselor(s) available to BUEs.

**Section 5.** Once annually, the Employer shall brief BUEs on DoD/U.S. ARMY EEO policies and update BUEs when changes occur.

**Section 6.** A disabled employee is a medically qualified employee whose temporary or permanent disability significantly limits his/her ability to perform their duties at the Air Traffic Control Tower. 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, as according to 29 CFR 1614.203.

## **ARTICLE 35 SELF-REFERRAL**

**Section 1.** If an employee voluntarily identifies himself or herself as someone who uses illegal drugs and/or misuses alcohol, prior to being identified through other means, the employee shall not be disciplined if such notification was the employee's first self-referral under this Article.

**Section 2.** An employee may self-refer except under the following circumstances:

- A. The employee has received specific notice that he/she is to be tested for drugs or alcohol;
- B. A substance abuse staff has arrived at the employee's facility to conduct testing;
- C. The Employer is awaiting the results of a drug test taken by the employee;
- D. The employee has previously completed an Employer-approved rehabilitation program.

**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 referral through the Employer's Employee Assistance Program, and completes recommended rehabilitation; and
- B. Refrains from any further use of illegal drugs and/or alcohol misuse in accordance with all applicable rules, laws and procedures.

**Section 4.** If the employee self-refers, the employee shall ensure that appropriate medical personnel 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 their safety sensitive duties for medical reasons and periodically provide updates on the employee's progress, if necessary. The nature of the medical problem shall not be released.

**Section 5.** Any medical information shall remain private and confidential.

**Section 6.** When the employee has sufficiently recovered and he/she meets the related medical requirements he/she will be scheduled for return to normal duties. If the employee does not meet these requirements, the employee's manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

**Section 7.** All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

**Section 8.** If the employee adheres to his/her rehabilitation/treatment plan, and all the employee's follow-up test results are negative for the period of one (1) year, the employee will have successfully completed the rehabilitation program. A last-chance agreement will not be required in order for the employee to enter into the rehabilitation plan.

## **ARTICLE 36 SUBSTANCE TESTING**

**Section 1.** All substance testing (Drug and Alcohol) conducted by the Employer shall be done in accordance with the Federal laws, rules, regulations noted in the Reference section and this Agreement.

References:

- Executive Order 12564, Drug Free Federal Workplace,

- 15 September 1986
- 49 CFR Part 40
- Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs, 1 October 2010
- Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention / Urine Specimen Collection Handbook for Federal Agency Workplace Drug Testing Programs, 1 October 2010
- AR 600-85, The Army Substance Abuse Program, 28 December 2012
- DA PAM 600-85, Army Substance Abuse Program Civilian Services, 15 October 2001

## **Section 2.**

If the employer requires drug/alcohol testing, all testing shall be completed on duty time. If the Employer elects to conduct on-site collection, the Union Facility Representative or his/her designee shall be notified of the arrival at the facility of the collector for the purposes of conducting substance testing of BUEs. Unless prohibited by operational requirements, the Facility Representative, or his/her designee, will be released for the purpose of performing representational duties. The Employer shall advise the Facility Representative or his/her designee of the maximum number of employees to be tested. The representative or his/her designee will be notified when substance testing has been completed. Upon request, the Employer will inform the Union Representative of the number of people tested at the facility and the number of employees to be rescheduled. If employees are sent to a private medical facility for the purpose of being drug tested, the Facility Representative shall be notified of such in advance and released to perform all representational duties. The representative shall be notified of the number of tested employees and notified of when the test has been completed.

## **Section 3.**

An employee who wishes to have a Union Representative present during the testing process shall be permitted to do so. 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 action of the collection process, but will not interrupt or interfere with the 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 supervisor will notify the employee when and where to report for substance testing in person in a private and confidential manner, as long as they speak personally with the employee. In no instance shall this be done in a public manner. If requested, the Employee's test result shall be provided to the Employee in a private and confidential manner. (AR 600-85, 5-14,c)

**Section 5.** Post-accident testing shall only be conducted on employees whose work performance may have contributed to an accident or incident. At the time an employee is ordered to submit to post-accident substance testing, the employee will be given a written statement setting out the basis for establishing the post-accident testing. (DA PAM 600-85, 3-2,b)

**Section 6.** When reasonable suspicion exists that an employee has violated the substance prohibitions, the Employer 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. The following explains reasonable suspicion testing.

- A. All DA civilian employees are subject to reasonable suspicion testing when there is a reasonable suspicion of on duty use or on duty impairment.
- B. DA employees in TDPs are subject to reasonable suspicion testing when there is a reasonable suspicion that an employee uses illegal drugs, whether on or off duty.
- C. The supervisor will initiate testing when there is "reasonable suspicion" of illegal drug use (i.e., an articulable belief that an employee uses illegal drugs drawn from specific and particularized facts and reasonable inferences from those facts); mere hunches or rumors are not sufficient to initiate testing. (DA PAM 600-85, 3-2, a)

Reasonable suspicion may be based upon:

1. Direct observation of drug use or possession and/or physical symptoms of being under the influence of an illegal drug.
2. A pattern of abnormal conduct or erratic behavior.
3. Conviction from a drug-related offense.
4. Observation of drug use or possession and/or physical symptoms of being under the influence of an illegal drug

provided by a reliable and credible source or independent corroboration.

5. Newly discovered evidence that the employee has tampered with a previous drug test.
- D. When a supervisor suspects an employee is using illegal drugs, the supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and meet with the next higher level supervisor and the servicing CPAC to review the evidence, in consultation with Agency legal counsel. The supervisor will prepare and maintain a written report to include, at a minimum, the appropriate dates and times of reported drug-related incidents, reliable/credible sources of information, rationale leading to the test, findings of the test, and the action taken. Notification to test is prepared by the supervisor and approved by the next higher level supervisor after coordination with the Staff Judge Advocate (SJA) and CPAC. The reasonable suspicion drug test will test for all five drugs authorized by the Department of Health and Human Services (DHHS) for testing under this program.
  - E. The employee may be asked to provide a specimen under observation if there is reason to believe the employee may alter or substitute the specimen to be provided. (A decision to obtain a specimen under observation will be determined by the supervisor, in consultation with the legal office and the CPAC, DA PAM 600-85, 3-2, a,4). Direct observation collection will be conducted in accordance with (DHHS) Urine Specimen Collection Handbook for Federal Agency Workplace Drug Testing Programs, 1 October 2010, Chapter 7,D.
  - F. The supervisor will notify the Alcohol and Drug Control Officer (ADCO) and provide the information necessary to arrange for the reasonable suspicion drug test, which will be conducted as soon as possible on the same day the test was approved.
  - G. The supervisor will notify the CPAC if an employee refuses to be tested, and when the employee is found to use illegal drugs. (DA PAM 600-85, Chapter 3-2, a, 6)

## **Section 7.**

Employees who are removed from safety related duties due to a confirmed alcohol test of .02 - .039 may be assigned administrative

duties, if the Employer 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 Employer's assignment of administrative duties or granting of leave under these circumstances in no way affects the Employer's determination that the employee was not ready for work, or the final decision to take disciplinary/adverse action as appropriate.

## **Section 8. MRO REVIEW PROCESS**

In the event the specimen tests positive, the individual will be given an opportunity to submit documentation to a designated Medical Review Officer (MRO) that may support legitimate use of the specific drug(s) before any administrative action is taken. (DA PAM 600-85, 3-2, f, 2, d, 7) The MRO will send all results to the Drug Testing Program Manager (DTPM).

## **ARTICLE 37 MEDICAL QUALIFICATIONS**

- Section 1.** Medical certificates shall be maintained as outlined by the Office of Personnel Management (OPM) qualification standards for Air Traffic Control Series 2152, and Army Regulation 40-501 Standards of Medical Fitness for initial employment and retention requirements. The Air Traffic Controller Medical Examination (ATCME) shall be completed by an Aeromedical Provider (i.e., flight surgeon, aeromedical physician assistant, aeromedical nurse practitioner (AMNP) or aviation medical examiner (AME)) from any branch of military service and will be completed annually. U.S. Army Aeromedical Activity (USAAMA) shall make the final determination of the BUE's medical fitness for ATC duties based on the ATCME and supporting documents.
- Section 2.** All medical examinations scheduled by the Employer shall be on duty time in accordance with applicable laws, rules, regulations and this Agreement. When an Employee spends more than eight (8) hours in an official duty status during which he/she submits to a medical examination the provisions of Article 25 will apply.
- Section 3.** The Employer shall bear any and all cost associated with obtaining an ATC Medical Examination (ATCME).
- Section 4.** The Employer shall provide BUEs access to information regarding restricted medications.

**Section 5.**

The Aeromedical Provider will decide if the employee does or does not meet the standards.

- A. If the Aeromedical Provider believes that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized and, if there is any cost involved, paid by the Agency.
- B. If an employee does not meet the retention standards, the employee may submit further medical evaluations or reports to the Aeromedical Provider in order to obtain initial or special consideration. All transportation and expenses will be borne by the employee.
- C. If an employee does not meet the standard, either temporarily or permanently, the medical examiner will outline for the employee, in writing, which of the medical standards have not been met. Upon the employee's request, the Aeromedical Provider shall normally suggest in writing what further medical evaluation or reports must be submitted by the employee to obtain initial or continuing special consideration.
- D. In cases where the Aeromedical Provider authorizes additional evaluations, employees may submit names of physicians or medical specialists to be considered to conduct the evaluation under this Section. Reimbursement shall not be made unless the services are authorized by the Aeromedical Provider.
- E. The Aeromedical Provider shall consider all available medical information before issuing a permanent disqualification.

**Section 6.** All correspondence between the Aeromedical Provider's Office and the employee is confidential and will be treated in a confidential manner. Any documentation and personal information related to the medical condition of BUEs shall be treated in a way to protect confidentiality and privacy in accordance with 5 U.S.C. 552(a).

**Section 7.** BUEs found to be medically disqualified to perform ATC duties shall follow the procedures outlined in AR 40-501, Chapter 6 for reevaluation and waiver submission. BUEs who are found to be medically disqualified to perform ATC duties will be provide with an Aeromedical Policy Letter(s) detailing the reasons for the disqualification(s) which will include the process for submitting a waiver. Waiver requests for those conditions not meeting current

application or retention standards will be processed per current US Army Aeromedical Activity (USAAMA) policy.

- Section 8.** Employees must assume the expense of any self-initiated examinations to support review actions.
- Section 9.** Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration by the Aeromedical Provider. It is the employee's responsibility to report for medical exams scheduled by the Agency. If the employee's medical certificate expires due to the Agency's failure to schedule the employee's required medical examination in a timely manner, the employee shall be assigned other duties not requiring a medical certificate until such time as a medical certificate is issued.
- Section 10.** Employees may not perform ATC duties during any period of known physical deficiency, concurred with by the Aeromedical Provider, which would make them unable to meet their current medical certificate. If such conditions occur, sick leave and/or the provisions of Article 20 are authorized.
- Section 11.** As needed, the parties shall meet with NATCA designees to discuss policies on medications and medical conditions that may result in temporary or permanent medical disqualification of employees.
- Section 12.** As medical qualifications, restrictions and associated procedures may be modified and no such potential modifications have been discussed nor could have been contemplated, the Union reserves the right to mid-term negotiations. Any such negotiations shall be in accordance with Article 7 of this Agreement.

### **ARTICLE 38 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- Section 1.** The Employee Assistance Program (EAP) is designed to promote the wellbeing of Employees, and to the extent feasible their family members, through counseling and referral for assisting those Employees on overcoming performance or conduct deficiencies. The EAP will also provide assistance or identify services available to employees to proactively manage physical, mental, and emotional factors that an employee may experience after a critical incident (i.e. accidents, aviation disasters, hurricanes, acts of terrorism etc.)

**Section 2.** Leave may be granted for the purpose of treatment or rehabilitation.

**Section 3.** Participation in the Employee Assistance Program shall be voluntary and any records of such participation shall be kept confidential, in accordance with law, rule, and regulation.

### **ARTICLE 39 CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT**

**Section 1.** BUE may submit requests to enroll in correspondence courses and other education and professional training programs at no cost to the BUE. Such request will be given consideration by the Employer in accordance with law, rule and regulation.

**Section 2.** BUEs may participate on their own time in educational and training programs directly related to improving their job performance within the profession. To the maximum extent practical and allowable by law and government-wide regulation, BUEs shall be reimbursed for such training, if such training is deemed directly related to improving job performance by the Employer. Requests for approval and reimbursement must be submitted sufficiently in advance to permit final determinations and be made prior to enrollment. The program shall be made available on an equitable basis to all BUEs covered by this agreement. Approval will not be given on a retroactive basis.

**Section 3.** The Employer will inform BUEs of training opportunities available which are sponsored and/or conducted by the Employer. BUEs will make request to attend these training opportunities with their supervisor/manager and unless operational requirements do not permit, BUEs shall be able to attend.

**Section 4.** BUEs may enroll in a continuing education program and/or professional development program that meet program requirements for tuition assistance and/or related fees, unless operation requirements do not permit. Annual leave may be requested to attend the program, if the attendance of the program is not authorized during duty time.

**Section 5.** BUEs will normally not have their days or shifts changed in mid-semester while attending educational institutions, unless required by operational necessity.

**ARTICLE 40  
ON-THE-JOB-TRAINING INSTRUCTION**

- Section 1.** The Employer has the right to assign the duties of On-the-Job Training Instructors (OJTI), both as Training Team members and as OJTI position instructors. To the maximum extent possible and subject to operational duties, the Employer shall assign OJTI duties in a fair and equitable manner.
- Section 2.** OJTIs shall be provided time to conduct debriefings and complete training evaluations as soon as possible following each training session.
- Section 3.** The evaluation of BUEs, outside of normal day-to-day position training evaluation, is a responsibility and function of the Employer. BUEs will not be required to participate on Controller Evaluation Boards (CEB).
- Section 4.** If a BUEs developmental training is interrupted for thirty (30) days or more, the Employer will determine whether he/she shall be granted sufficient training time to attain the level of proficiency he/she had prior to the interruption, before resuming the remaining allotted training hours. The BUEs evaluations, training reports, and the BUE's position instructor's written input, shall be used by the Employer to determine when the BUEs former level of proficiency has been re-attained.
- Section 5.** Developmentals will be advised in advance of general topics that a developmental is scheduled to receive for OJT or classroom/study time.

**ARTICLE 41  
MAINTAINING PROFICIENCY AND CURRENCY**

- Section 1.** The Employer holds the responsibility to ensure that each controller who holds position certifications in the facility is provided with sufficient time in each facility where a certification is held to meet facility proficiency requirements.
- Section 2.** Employee recertification shall be in accordance with the Employer's directives. Employees will be given written notice within five (5) administrative workdays of the specific reasons for decertification.
- Section 3.** Upon request, the employee shall have an opportunity to review the

information used in making the determination to place him/her in a making the determination with his/her immediate supervisor, or designee.

- Section 4.** A remedial training plan shall be developed for all performance related recertification. Included in the remedial training plan shall be the specific reasons for the action, and the skill level required for recertification. Remedial training shall normally begin within three (3) administrative workdays of the notice of decertification. The employee will be provided with a copy of his/her remedial training plan. The employee's schedule shall not be changed from his/her regularly assigned shifts until such time as remedial training begins.
- Section 5.** Recertification may be accomplished by individual position or a single action covering multiple positions.
- Section 6.** If further action is necessary, performance deficiencies will be addressed in accordance with Article 16 of this Agreement.

#### **ARTICLE 42 OPERATIONAL CONTROLLER ACCOUNTABILITY**

- Section 1.** The Parties recognize that the employees are accountable for ensuring that their performance conforms with established standards. However, in the event of a difference in professional opinion between the employee and the Agency, the employee shall comply with the instructions of the Agency and the Agency shall assume responsibility for their own decisions.
- Section 2.** If a journeyman controller/employee is relieved from his/her position of operation by the Agency because of alleged unacceptable performance of duty, the controller/employee, if he/she requests, shall be given a written explanation of the reason for such action by the Agency within twenty-four (24) hours. The written explanation is not to be construed as constituting a notice of proposed adverse action.

#### **ARTICLE 43 AIRCRAFT ACCIDENT AND INCIDENT REPORTING**

- Section 1.** The Facility Representative, or his/her designee, shall be notified of an accident or incident, involving fatalities or injuries that may have potential controller involvement.

**Section 2.** The initial request for an official or unofficial written statement from the employee(s) involved in a suspected accident or incident, must be made within four (4) hours of a suspected event. These employees shall have access to all pertinent information prior to providing a statement.

**ARTICLE 44  
SECURITY**

**Section 1.** The Installation Commander and/or Air Field Commander retains the right to establish and implement security measures based on the Continuation Of Operations Plan (COOP) for Los Alamitos Joint Forces Reserve Base and Los Alamitos Army Air Field, respectively.

**Section 2.** The Employer shall apply its security standards and procedures uniformly throughout the bargaining unit(s)

**Section 3.** In the event of bomb threats, threats of violence or suspected terrorist activities at the facility, the Agency shall take appropriate measures to protect the safety and security of employees.

**ARTICLE 45  
FACILITY  
CLOSURE/EXPANSION AND NEW FACILITIES**

**Section 1.** The Agency shall notify the Union as soon as possible, but not less than six (6) months, in advance of a facility closure, relocation, and/or severance of existing facility functions and/or services or inter-facility realignment requiring the reassignment of employees.

**Section 2.** Once the decision has been made to build a new ATC facility, combine ATC functions at a new location, or make improvements to the existing facility, the Union shall be notified in writing within a reasonable amount of time in advance of the proposed date of construction, but not less than six (6) months.

**Section 3.** If the Employer decides to establish a transition committee or work group for those matters referenced in Sections 1 and 2 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 4.** In the event of a facility closure, or relocation and/or severance of existing facility functions and/or services, or inter-facility reorganization, the procedures outlined in Article 30 shall apply when a reduction-in-force is necessary.

#### **ARTICLE 46 COMMITTEES/WORKGROUPS**

**Section 1.** For the purpose of this Article, "committee and/or workgroup" means any committee and/or work group established by the ATCFC or U.S. Army National Guard Los Alamitos ATCS, that does not undertake deliberations on the exercise of Management rights under 5 U.S.C. 7106.

**Section 2.** When the Employer establishes a committee and/or workgroup, the Union will be allowed to designate a Bargaining Unit Employee to represent the Union. The Union designee will be granted official time to participate on these committees.

#### **ARTICLE 47 SENIORITY**

**Section 1.** Seniority shall be determined by the Union IAW the NATCA National Constitution. The Union shall provide the Seniority List to the employer.

#### **ARTICLE 48 DRESS CODE**

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

**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.

**ARTICLE 49  
EQUIPMENT AND SUPPLIES**

**Section 1.** The Employer shall provide any and all equipment/supplies necessary for Employees to carry out and conduct any and all assigned duties and responsibilities. These items to be provided includes but is not limited to: pens, paper, forms, files, headsets, handsets, microphones, etc.

**ARTICLE 50  
EMPLOYEE SERVICES**

**Section 1.** The Employer agrees to maintain all of the accommodations/facilities/amenities, presently utilized/enjoyed by Employees, in proper working order and accessibility.

**Section 2.** To the maximum extent practicable, the Employer will ensure that there is drinking water supplied to the Tower and Radar Room workspaces. The Employer shall test for evidence of drinking water contamination (by lead or other contaminants exceeding EPA water quality standards, 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 Employer will 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 3.** The Employer shall ensure that restrooms are clean and adequately stocked throughout the air traffic control facility.

**Section 4.** The employees shall clean up after themselves in order to ensure a clean working environment for the oncoming crew.

**ARTICLE 51  
BREAK ROOM/AREA**

**Section 1.** The Employer agrees to provide a climate controlled break area for bargaining unit employees, provided suitable space is available.

- Section 2.** The Employer will provide the break area with items such as a refrigerator, microwave oven, and tables and chairs, provided suitable space is available.
- Section 3.** The employees are responsible for keeping the break area and working environment clean of trash and dirty utensils. The Employer will arrange for routine cleaning and maintenance of the working environment and break area.
- Section 4.** The Employer agrees to maintain all of the accommodations, facilities and amenities utilized by Employees in proper working order and accessibility as feasible.

**ARTICLE 52  
PUBLISHING THE AGREEMENT**

- Section 1.** The Employer will provide, at no cost to the Union, an electronic copy of this Agreement in PDF format readily compatible for all current and future bargaining unit employees.
- Section 2.** The Employer will provide, at no cost to the Union, twenty-eight (28) copies of this Agreement; printed and typed that can be easily read. The Employer will distribute eight (8) copies to the facility for bargaining unit employees located at Los Alamitos Army Airfield. The Employer will provide an additional twenty (20) copies to the Union at the National level. The Union will be responsible for future distribution.

**ARTICLE 53  
GROUND RULES**

- Section 1.** Between ninety (90) and one hundred eighty (180) days prior to the expiration of this Agreement and upon request of either Party, the Parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating the existing Collective Bargaining Agreement.

**ARTICLE 54  
DURATION**

**Section 1.**

This Agreement shall remain in effect for three (3) years from the date it is approved by Agency Head Review for the Department of Defense, and shall be automatically renewed for additional periods of twelve (12) months unless either Party gives written notice to the other of its desire to renegotiate or terminate this Agreement. Any extensions of this Agreement will also subject the provisions of the Agreement to approval by the Department of Defense. The written notice must be given not more than one hundred and twenty (120) calendar days or not less than ninety (90) calendar days preceding the expiration date of this Agreement. Negotiations under this Article shall commence not later than thirty (30) calendar days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached.

## GLOSSARY

**ABC-C** – Army Benefits Center - Civilian  
**AR** – Army Regulation  
**ATC** – Air Traffic Controller  
**ATCFC** – Air Traffic Control Facility Chief  
**ATCME** – Air Traffic Controller Medical Examination  
**AWOL** – Absent without leave, absent without permission  
**BUE** – Bargaining Unit Employee  
**CIC** – Controller in Charge  
**CPAC** – Civilian Personnel Advisory Center  
**COOP** – Continuity of Operations Plan  
**CPOL** – Civilian Personnel on Line ([www.cpol.army.mil](http://www.cpol.army.mil))  
**DAC** – Department of the Army Civilian  
**DoD** – Department of Defense  
**DTS** – Defense Travel System  
**EAP** – Employee Assistance Program  
**EEO** – Equal Employment Opportunity  
**EEOC** – Equal Employment Opportunity Commission  
**EBIS** – Employee Benefit Information System  
**FACREP** – Facility Representative  
**FMCS** – Federal Mediation and Conciliation Service  
**FSIP** – Federal Services Impasses Panel  
**FLRA** – Federal Labor Relations Authority  
**HR** – Human Resources  
**HQDA** – Headquarters Department of the Army  
**IAW** – In Accordance With  
**LMER** – Labor Management Employee Relations  
**LWOP** – Leave without pay  
**MRO** – Medical Review Officer  
**MSPB** – Merit System Protection Board  
**NATCA** – National Air Traffic Controllers Association  
**NTSB** – National Transportation Safety Board

### **Official Time Reporting Categories –**

- **Term Negotiations:** Official time used by Union Representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.
- **Mid-Term Negotiations:** Official time used to bargain over issues raised during the life of a term agreement.
- **Dispute Resolution:** Official time used to process grievances up to and including arbitrations and appeals of bargaining unit employees before various third parties, such as the MSPB, FLRA, EEOC and, the courts.
- **General Labor/Management Relations:** Official time used for activities not included in the above three categories. Examples of such activities include meetings between labor and management officials to discuss general conditions of employment, labor-management committee

meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.

**OWCP** – Office of Workers Compensation Program

**Priority Consideration** – The bona fide consideration given to an employee by the selection 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

**RIF** – Reduction in Force

**TDY** – Temporary Duty Travel

**ULP** – Unfair Labor Practice

**USAAMA** – US Army Aeromedical Activity

**VLTP** – Voluntary Leave Transfer Program

**VTC** – Video Teleconference