

AGREEMENT between the

NATIONAL FEDERATION OF FEDERAL
EMPLOYEES LOCAL #1340 AFL-CIO

and the

FEDERAL AVIATION ADMINISTRATION U.S.
DEPARTMENT OF TRANSPORTATION JULY
26, 2015



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PREAMBLE

The intent and purpose of this Agreement is to:

- a. specify certain rights and responsibilities of the Parties hereto;
- b. state the methods and procedures, which govern working relationships;
- c. optimize working conditions for bargaining unit employees;
- d. facilitate the settlement of grievances, complaints, disputes, and differences relating to matters deemed appropriate under 5 USC Chapter 71;
- e. affirm that the Parties shall strive to make the Agency a more efficient organization, able to meet the needs of a dynamic growing industry, increase productivity, and to ensure the safety of the flying public; and
- f. affirm the Parties' commitment to high standards of employee performance and continual development in order to meet present and future challenges of the modernization of the National Airspace System and efficiently accomplish its integration into the operations of the Federal Aviation Administration (FAA).

ARTICLE 1

PARTIES TO THE AGREEMENT

Section 1. This Agreement is made by and between the National Federation of Federal Employees (NFFE), Local 1340, (hereinafter “the Union”), and the Federal Aviation Administration, Department of Transportation (hereinafter “the Agency”). The Union and the Agency are referred to collectively herein as “the Parties.”

ARTICLE 2

UNION RECOGNITION

Section 1. The Agency hereby recognizes the Union as the exclusive bargaining representative of all professional and nonprofessional bargaining unit employees located at the William J Hughes Technical Center (WJHTC), Atlantic City NJ, and as certified by the Federal Labor Relations Authority (FLRA).

Section 2. If the bargaining unit described in Section 1 is amended, those employees shall be covered by this Agreement unless otherwise agreed by the Parties.

Section 3. The Agency shall recognize the applicable NFFE Local President, or designee, as the primary point of contact for matters affecting the Local.

ARTICLE 3

UNION RIGHTS AND REPRESENTATION

Section 1. As the exclusive representative of the bargaining unit employees (BUEs) identified in Article 2, the Union is entitled to act

for and negotiate collective bargaining agreements on behalf of the employees in the bargaining unit. Additionally, the Union will be given the opportunity to be represented at the following:

a. attending formal discussion within the meaning of 5 USC 7114 between representative(s) of the Agency and bargaining unit employee(s) concerning any grievance, personnel policy or practices, or other general condition of employment;

b. meeting with bargaining unit employees with respect to any matter for which remedial relief may be sought pursuant to this Agreement:

(1) grievance meetings;

(2) arbitration hearings;

(3) oral reply meetings for a notice of proposed adverse, disciplinary or unacceptable performance action; or

(4) disciplinary or adverse action hearings;

c. representing the Union during the examination of a bargaining unit employee in connection with an investigation conducted by or on behalf of the Agency if the employee reasonably believes the examination could lead to disciplinary action and the employee requests representation, i.e. exercising Weingarten rights.

d. participating in collective bargaining, including mediation and impasse proceedings; and

e. negotiating with the Agency pursuant to the Statute and this Agreement.

Section 2. The Union will certify to the Agency, in writing, the name(s) of official representatives. The President and Chief Steward will be designated as lead representatives and shall be authorized one hundred (100) percent official representational time to represent all bargaining unit employees. The Union will designate up to two (2) stewards who may be granted up to twenty (20) hours of official time per pay period. Consideration will be given to distribution of stewards throughout the organization to maximize the effectiveness of representation.

When a change occurs, the Union will provide the Agency an accurate list of officers and stewards. Such list is to include locations, numbers, and other contact information.

Section 3.

a. Only upon request, Union officials/stewards, with the exception of the Local President and Chief Steward, shall be granted, official time to perform representational duties and responsibilities. At a minimum the request will include:

- (1) The nature of the business for which time is requested
- (2) General area to be visited
- (3) Approximate amount of time required
- (4) When the time is to be used

Union representatives desiring official time for representational functions shall obtain approval via email from their immediate supervisor prior to leaving the work area and shall report to their

immediate supervisor upon their return.

It is the responsibility of the Union officer or representative to coordinate with the supervisor of the employee requesting his/her assistance before entering another work area to ensure the availability of the employee.

In the event operational requirements do not permit the officer/representative or the employee to be spared during the time requested, an alternative time will be made available which is acceptable to both the representative and his/her supervisor.

The Agency agrees to pay expenses for Union officials/stewards to perform official duties while attending Employer sponsored meetings at locations other than the FAA William J. Hughes Technical Center. Expenses will be paid in accordance with Agency travel policy.

b. Subject to workload requirements, Union officials and other representatives may be granted annual leave, leave without pay (LWOP), compensatory time, or the use of credit hours at his/her option to attend Union activities for which official time is not available.

c. Union Representatives shall record official time via the Agency's automated time tracking system, the appropriate category into which the use of all such official time falls.

d. It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, attending Union meetings, and posting or distributing Union literature will be conducted during the non-duty hours of the employees involved.

e. Upon request and subject to normal security limitations, the Union will be granted authority to conduct two (2) membership drives of up to thirty (30) days duration each per year, before and after duty hours, at authorized break periods, and at lunch periods.

Section 4. Upon written notice to the Agency that Union service has ended, Union officials shall be permitted to return to duty.

Section 5. An employee while acting in an official capacity on behalf of the Union shall be entitled to all such continued rights and benefits, including, but not limited to, participation in the Federal retirement program, as provided in applicable laws and regulations.

Section 6. In the event there is a furlough affecting all Union officials, the Union will provide the name of an Union official and the Agency will, to the greatest extent possible, designate that official as an Excepted employee.

Section 7. The parties agree to participate in pre-decisional involvement for changes in working conditions that may adversely affect employee(s) in the bargaining unit. The Agency will to the greatest extent possible provide the Union with relevant information pursuant to the proposed change.

Section 8. Each new employee will receive an orientation session upon entrance on duty. The Union will be provided thirty (30) minutes during the orientation to speak to employees represented by the Union. The Union agrees that such time will be used for the purpose of providing represented employees the purpose and goals of the Union and such time will not be used for the purpose of recruiting or other internal Union business.

ARTICLE 4

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 in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Agency shall take the action required to ensure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union.

Section 2. Employee participation in charitable drives is voluntary. The Agency shall not schedule mandatory briefings/meetings to discuss charitable drives participation. Employees will be voluntarily excused from any portion of a briefing/meeting which discusses these subjects. Solicitations may be made, but no pressure shall be brought to bear to require such participation.

Section 3. The Agency recognizes that nepotism is not acceptable. Allegations of nepotism should be brought to the attention of the Agency. Employees who are unaware of the appropriate channel for filing a complaint may contact the Human Resources Management Office or the Union.

Section 4. In accordance with FAA Personnel Management System (PMS) Section VIII, dated March 28, 1996, employees shall

not be subjected to prohibited personnel practices. Employees are protected by Title 5 USC 2302(b) relating to whistleblower protection.

Section 5. Agency regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining unit.

Section 6. In the performance of his/her official duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988 (P.L. 100-694), regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the employee.

Section 7. Relationships between employees and their supervisors should be mutually conducted in a businesslike, courteous, and tactful manner. Counseling and discipline of employees shall be conducted in such a manner to protect the privacy of the employee involved.

Section 8. Section 7114(a) of the Civil Service Reform Act of 1978 (Title 5 of the U.S. Code) provides representation rights for employees in recognized bargaining units during certain investigatory examinations by officials of the Department. Specifically, Section 7114(a), in pertinent part provides that:

“(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at –

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation

if --

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests the representation

(3) Each agency shall annually inform its employees of their rights under paragraph (2)(B) of this subsection.”

Supervisors, management officials, and other officials of the agency are required to comply with the provisions of section 7114(a)(2) during examinations where the employee is entitled to and requests representation by the exclusively recognized labor organization.

Section 9. Any bargaining unit employee authorized by the Agency to attend any meetings scheduled by the Agency away from the facility/office shall be entitled to duty time, travel and per diem allowances in accordance with Agency travel policy.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. In accordance with the provisions contained in 5 USC 7106, Management Rights:

a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any Management official of the Agency:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

(2) In accordance with applicable laws:

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

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

(C) With respect to filling positions, to make selections for appointments from:

(i) Among properly ranked and certified candidates for promotions; or

(ii) Any other appropriate source; and

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

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

(1) At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which Management officials of the Agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such

Management officials.

ARTICLE 6

REPRESENTATION RIGHTS

Section 1. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee shall be so notified of the subject matter in advance. The employee shall also be notified of his/her right to be accompanied by a Union representative if he/she so desires, and shall be given a reasonable opportunity both to obtain such representation, and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Agency shall stop the meeting and inform the employee of his/her right to representation if he/she so desires, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives who will attend the meeting in accordance with Article 3, Union Rights and Representation. This Section applies to meetings conducted by all Management representatives, including DOT/FAA security agents, EEO investigators, and agents of the Inspector General.

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 his/ her job performance or face disciplinary action. Any answers given under these circumstances are considered

involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

Section 3. As specifically provided under 5 USC 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or his/her representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Agency shall advise the Union at the corresponding level, in advance, of the subject matter.

Section 4. By mutual consent of the Agency, employee, and the Union, if requested by the employee, discussions under Section 1 of this Article may be accomplished by telephone. By mutual consent of the Agency, employee(s), and the Union, discussions under Section 3 of this Article may be accomplished by telephone.

ARTICLE 7

MID-TERM BARGAINING

Section 1. The Parties agree that personnel policies, practices, and other matters affecting BUE's working conditions not covered by this Agreement shall not be changed by the Agency without prior notice to and negotiations with the Union in accordance with applicable law. The provisions of this Article apply to substance bargaining when allowable by law and to procedures which the Agency will observe in exercising a Management right, and/or appropriate arrangements for employees adversely

affected by the exercise of a Management right in accordance with 5 USC Section 7106.

Section 2. Should the Agency propose a change described in Section 1, twenty (20) days written notice of the proposed change shall be provided to the Union. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The Union shall have up to twenty (20) days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within twenty (20) days of the Union's request, and the Parties will review the proposed changes. The Union may submit written proposals within twenty (20) days of the meeting or within twenty (20) days of receipt of the original notice of the change(s), whichever is later. If the Union submits written proposals that meet the duty and scope of bargaining, the Parties shall meet at a mutually agreeable time and place to conduct negotiations. The Union will be advised regarding their failure to submit negotiable proposals and may, within twenty (20) days of being advised, amend their initial offering to make it negotiable. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit negotiable written proposals within the prescribed time period, the Agency may implement the change as proposed. If an Agency delay in responding to a request for information under 5 USC Section 7114(b)(4)(B) would cause the Union to miss a deadline, then that deadline may be extended.

Section 3. If the Parties are unable to reach agreement, the Parties are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute or other relevant statutes/law.

Section 4. The Parties may enter into written memorandum of agreements on matters that primarily affect the bargaining unit.

No such agreement may increase or diminish rights, obligations, and/or protections expressly contained in this Agreement unless specifically authorized by this Agreement.

Section 5. The Union may initiate bargaining on personnel policies, practices, and other matters affecting working conditions during the term of this Agreement on matters not covered by this Agreement in accordance with the Federal Service Labor Management Relations Statute. When the Agency has received a written proposal from the Union, if required, a meeting will be scheduled within twenty (20) days to review the Union's proposal. The Agency may submit written counter proposals within twenty (20) days of the meeting or twenty (20) days of the Union's proposal, whichever is later. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, the provisions of Section 3 of this Article shall apply.

Section 6. The Parties agree there is a need for mid-term ground rules.

Section 7. Upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, past practices, and other written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect.

Nothing in this Section shall be construed as a waiver of the Union's right to mid-term bargaining under this Article.

ARTICLE 8 PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g., grievance/arbitration and unfair labor

practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early and open exchange of information is essential to clearly address the concerns or reservations of each Party. Therefore, the Parties are encouraged to use the provisions of this Article to seek resolution of problems through a proactive approach before resorting to other avenues of dispute resolution.

Section 2. The Parties to this Agreement support the following format:

When a complaint/problem/concern arises,

- a. The employee(s), Union or Agency may notify the other affected Parties within ten (10) days of the event giving rise to the complaint/problem/concern. A meeting will be held within ten (10) days of notification, which will include the bargaining unit employee(s), the Union Representative and appropriate Management representative.
- b. The purpose of the meeting is to allow the employee(s), the Union and the Agency to freely present, receive and/or exchange information and their views on the situation.
- c. The Parties shall try to find an opportunity for problem resolution and, if one arises, it will be, with mutual agreement, acted upon.
- d. If the matter relates to pending discipline, disciplinary action will not be issued during the meeting.
- e. If the Parties are unable to resolve the issue under this Article, the Agency shall render a decision within ten (10)

days of the meeting. Once the decision has been rendered, and if appropriate, the employee may proceed with Article 9.

The time limits in Article 9 begin when the decision is rendered.

f. This basic format may be modified with the written agreement of the Parties.

g. This Article shall not diminish the Agency's right to discipline, where otherwise appropriate, nor shall the rights of the Union or the employee be affected by this Article.

Section 3. The Parties shall continue their support of training on problem solving techniques and similar programs which the Parties mutually agree to pursue. The Union and the Agency shall mutually agree on the scope, content, development and arrangements for delivery of any joint problem solving training under this Article.

Section 4. Official time, travel and per diem shall be granted to Union representatives authorized to attend jointly agreed upon training/briefings on joint problem solving techniques.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any complaint:

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any unit employee; or

c. by a unit employee or either party concerning any claimed violation, misinterpretation, or misapplication of any law, rule or regulation policy or practice affecting conditions of employment as provided in the Civil Service Reform Act of 1978 or this Agreement.

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

Failure of a grievant to proceed with a grievance within any of the time limits specified in this procedure shall render the grievance void or settled on the basis of the last decision given by the Agency, unless an extension of time limits has been agreed upon. Failure of the Agency to render a decision within any time limits specified in this procedure shall entitle the grievant to take the grievance to the next step without a decision.

Section 2. This procedure provides for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, and 5, it shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees, or the Parties may file a grievance under this procedure. The Parties may mutually agree upon an extension of time at any grievance step.

Section 3. This procedure shall not apply to any grievance concerning:

any claimed violation of subchapter III of Chapter 73, Title 5 USC (relating to prohibited political activities);

a. retirement, life insurance or health insurance;

- b. a suspension or removal under Section 7532, Title 5 USC (relating to national security matters);
- d. any examination, certification or appointment (Title 5 USC 7121 [c][4]);
- e. the classification of any position which does not result in the reduction-in-level or pay of any employee;
- f. the termination of probationary employees.

Section 4. An aggrieved employee shall have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

Section 5. An employee who wishes to raise a complaint of discrimination based on sexual orientation may do so under the negotiated grievance procedure, or through the Department of Transportation's Procedure for Complaints of Discrimination Based on Sexual Orientation, but may not use both procedures for the same complaint. An employee who elects the Department of Transportation's Procedure must exhaust that procedure up to and including the final Agency decision.

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

Section 7. Grievances filed by employees.

Step 1. An employee's grievance shall be submitted in writing to his/her immediate manager within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. A copy of the grievance shall be provided by the Union to the Labor and Employee Relations Staff. The standard grievance shall include:

- a. Date of alleged violation and date submitted;
- b. Name of the grievant;
- c. The name of his/her Union representative;
- d. Issue(s)/subject;
- e. Statement of facts (e.g., who, what, where, when);
- f. Alleged contractual provision(s) violated and/ or applicable law, rule, regulation or Executive Order;
- g. Remedy sought; and
- h. Whether or not a meeting is requested.

If requested in the grievance submission, the Agency shall promptly arrange for a meeting at a mutually agreeable time, to occur no later than twenty (20) calendar days following the date the employee submitted the grievance. The employee and his/her representative shall be given a reasonable amount of time to present the grievance. The immediate manager shall answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. The decision shall be delivered to the employee and the representative. If the grievance is denied, the reasons for denial will be in the written response. A grievance filed pursuant to Article 10, Disciplinary and Adverse Actions may be initiated at Step 2.

All settlement Agreements shall be reduced to writing.

Step 2. If the employee or the Union is not satisfied with the Step 1 answer, the grievance may be submitted to the second level manager within twenty (20) calendar days following the results of Step 1. The grievance shall be submitted in writing and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of his/her Union representative, a copy of the grievance and the written decision, and whether he/she wishes to request a meeting.

No new issues may be raised. If requested in the grievance submission, the Agency shall promptly arrange for a meeting at a mutually agreeable time, to occur no later than twenty (20) calendar days following the date the employee submitted the grievance. The decision of the second level manager shall be delivered to the employee and Union representative within twenty (20) calendar days following receipt of the written grievance or the meeting, whichever is later. The decision shall be delivered to the employee and the representative. If the grievance is denied, the reasons for denial will be in the written response.

All settlement Agreements shall be reduced to writing.

Step 3. If the employee or the Union is not satisfied with the Step 2 answer, the grievance may be submitted to the Division Manager within twenty (20) calendar days following the results of Step 2. The grievance shall be submitted in writing and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of his/her Union representative, a copy of the grievance and the written decision, and whether he/she wishes to request a meeting.

No new issues may be raised. The Agency shall promptly arrange for a meeting at a mutually agreeable time, to occur no later than

twenty (20) calendar days following the date the decision rendered at Step 2. The grievant, Union representative, the Division Manager, and a Labor Relations Specialist will attend the meeting. The decision of the Division Manager shall be delivered to the employee and Union representative within twenty (20) calendar days following receipt of the written grievance or the meeting, whichever is later. If the grievance is denied, the reasons for denial will be in the written response.

Section 8.

Step 1. Grievances filed by the Union on the Agency will be presented in writing to the Labor and Employee Relations Staff and signed by the Union President, or designee. Grievances filed by the Agency on the Union will be presented in writing to the Union President and signed by the Labor and Employee Relations Staff. The moving party shall file the grievance within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:

- a. Date of alleged violation and date submitted;
- b. Name of the grievant;
- c. The name of his/her Union representative;
- d. Issue(s)/subject;
- e. Statement of facts (e.g., who, what, where, when);
- f. Alleged contractual provision(s) and/or applicable law, rule, regulation or Executive Order violated;
- g. Remedy sought; and
- h. Whether or not a meeting is requested.

The responding Party shall answer the grievance in writing within

twenty (20) calendar days following the date the grievance was received.

Section 9. If the Union and the Employer are unable to settle any grievance, either party may within thirty 30 calendar days, invoke arbitration. The parties agree to make every effort to schedule an arbitration within 180 calendar days after the date of invocation. The following will apply:

a. Either party will request the Federal Mediation Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as the arbitrator. The request to FMCS will include a brief statement of the issue(s) involved in the dispute. If the parties cannot agree to a joint statement, either party may separately submit a statement. If the parties fail to agree on a joint submission of the issue of arbitration, each shall submit a separate submission and the arbitrator shall determine the issues to be heard.

b. The Parties recognize the need to resolve grievances in a timely manner. The grievance shall be heard by the arbitrator as promptly as practicable and at a mutually agreeable date. Arbitration hearings will be held at the work location or as mutually agreed to by the parties.

c. Within twenty (20) calendar days of receipt of the list (unless extended by mutual consent), the parties will meet to choose an arbitrator. If they cannot mutually agree on one name from the list, the invoking party will strike one name first and then each party will alternately strike one name from the list until only one name remains. The remaining name on the list shall be the duly selected arbitrator. FMCS shall be immediately notified of the selection.

d. The parties will exchange lists of witnesses to be called, at least fifteen (15) calendar days prior to the opening of the hearing. Witnesses will be allowed a reasonable amount of official time to prepare their testimony.

c. Each Party shall bear the expenses of its own witnesses who are not employed by the Agency, or who are not located at that duty location where the grievance arose. The Agency agrees to make every reasonable effort to produce witnesses requested by the Union.

e. The grievant and employee witnesses will be excused from their regular duties to the extent necessary to participate in the hearing. These individuals shall be considered in a duty status.

f. The arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of the hearing unless there is a mutually agreed upon submission of Post Hearing Briefs. In that case, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after receipt of both parties' briefs or expiration of the deadline for the briefs.

g. Fees and expenses of the arbitrator shall be borne equally by the parties.

h. Unless mutually agreed upon, any costs associated with the cancellation of an arbitration will be borne by the cancelling Party.

i. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will

bear the expense of the copy or copies they obtain.

j. The arbitrator's award shall be binding to the parties. However, either party may file an exception to the award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority or appeal to other authority as provided by law, rule and regulation.

k. Disputes between the parties over the application of the arbitrator's award shall be returned for clarification.

l. If the arbitrator fails to render a decision on arbitrability issues prior to the hearing, the arbitrator shall hear arguments regarding both the arbitrability and the merits at the same hearing.

m. The arbitrator shall follow precedents established by the Merit Systems Protection Board (MSPB) in considering the award of attorney fees.

n. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have no authority to change, modify, alter, subtract from or add to provisions of this contract.

ARTICLE 10

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. This Article covers actions involving oral and written admonishments, written reprimands, suspensions, removals, reductions-in-grade or pay, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations. Involuntary reassignments will only be made to promote the

efficiency of the service, and will not be made to discriminate or punish, or for any reason that would violate law, rule, regulation, or this Agreement.

This Article does not apply to the removal of probationers or temporary employees.

Section 2. When the Agency decides that corrective action is necessary, consideration should be given to the application of measures which, while not disciplinary, will instruct the offending employee and/or remedy the problem. When it is determined that discipline is appropriate, informal disciplinary measures should be considered before taking a more severe action. However, it is not necessary to have taken an informal disciplinary measure before administering a formal measure.

Section 3. Unless otherwise specified in this Agreement, disciplinary/adverse actions taken against an employee, whether conduct or performance based, will be in accordance with FAA Personnel Management System, Chapter III, Paragraph 3, dated March 28, 1996. All actions under this Article will be taken only for such cause as will promote the efficiency of the service regardless of whether they are based on conduct or performance. Any action taken by the Agency shall be supported by a preponderance of the evidence.

Section 4. An employee's off-duty misconduct shall not result in disciplinary action, unless a nexus can be shown between the employee's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

Section 5. All facts pertaining to a 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 Agency.

Section 6. Except for oral and written admonishments and written reprimands, the following procedures will be used to take disciplinary/adverse actions:

a. The Agency shall give the employee written notice proposing the action. The notice period shall be at least fifteen (15) days for disciplinary actions and at least thirty (30) days for adverse actions unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The notice must state the specific reasons for the action.

b. The employee has the opportunity to reply to the notice orally and in writing within fifteen (15) days from the date the employee receives notice proposing the action. However, if the action is taken under the “crime provision” the employee is entitled to a reasonable amount of time but not less than seven (7) days to reply.

c. The employee’s representative may participate in the employee’s oral reply.

d. The Agency shall consider the employee’s reply, and then give the employee a written decision concerning the proposed action.

Section 7. In addition to the provisions of Section 6, the following provisions are applicable to cases of reductions-in-grade or pay, or removal for unacceptable performance:

a. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the

instances of unacceptable performance on which it is based and the decision must be concurred with by a management representative who is in a higher position than the management representative who proposed the action. The decision may only be based on those instances of unacceptable performance which occurred within one (1) year prior to the date of the written notice described in Section 6a.

b. If, because of performance improvements by the employee during the notice period the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one (1) year from the date of the written notice described in Section 6a, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from the employee's electronic Official Personnel File (eOPF) and Employee Performance File (EPF).

Section 8. No advance written notice is required for the issuance of a written reprimand. The reprimand must state the specific reasons for the action. The employee may present an oral or written reply within fifteen (15) days of receipt of the reprimand. The Agency will consider the employee's reply and notify the employee in writing of the decision. If the reprimand is sustained, a copy of it, along with the employee's written reply, will be placed in the employee's electronic Official Personnel File (eOPF) for a period of time not to exceed two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the reprimand and related documents shall be removed.

Section 9. An employee against whom disciplinary/adverse action is proposed under this Article shall have the right to a copy of all the information relied upon to support the proposal.

Section 10. The employee and the Union Representative shall be granted a reasonable amount of official time, if otherwise in a duty status, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations, or suspensions; for preparation and presentation of answers to proposed actions under this Article. The timing of the grant of official time shall, to the maximum extent possible, be scheduled at the employee's convenience.

Section 11. Letters of confirmation of discussion shall not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the employee has been given a copy upon completion. If a letter of confirmation of discussion is prepared, a copy will be provided to the employee as soon as practicable after the discussion. If at the end of one (1) year it is decided that it is no longer warranted, the letter of confirmation of discussion and related documents shall be void.

Section 12. Although not exhaustive, the Agency's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses not listed in the Table of Penalties may be derived by comparing the nature and seriousness of the offense to those listed in the Table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

Section 13. In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Agency shall consider the factors as outlined in *Douglas v. Veterans Administration*, 5 MSPB 313 (1981).

Section 14. Any written notification to an employee, which is not delivered personally, shall be accomplished by a verifiable delivery service such as certified mail return receipt requested, commercial delivery service (e.g. UPS or FedEx), or electronically with return receipt.

Section 15. An employee against whom a disciplinary/adverse action is taken may grieve that action under Article 9 of this Agreement, or any other applicable statutory procedure, but not both.

ARTICLE 11 DUES WITHHOLDING

Section 1. Payroll Deductions

a. Pursuant to Section 7115 of the Federal Service Labor-Management Relations Statute, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

b. The amount of dues to be withheld under this Agreement shall be the regular dues of the Union as certified by the Union. A deduction of dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 2. Employee Responsibilities

a. A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion

of SF-1187, and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center as identified by the Agency. The authorized official of the Union will include the Union Local number on the SF-1187 as the appropriate payroll identification for NFFE. The form must be received in the payroll office at least four (4) days prior to the beginning of the pay period in which the deduction is to begin. It is voluntary for an employee to submit his/her Social Security Number. Absent a Social Security Number, the employee should provide the office location, routing number, and office telephone.

b. An employee who has authorized the withholding of Union dues may request revocation of such authorization after one (1) year by completion and submission of SF-1188. The SF-1188 form will be provided by the Union. The Union must sign the SF-1188 prior to submission to the Agency.

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

Section 3. Union Responsibilities

a. The Union shall be responsible for providing Standard Form 1187, Request for Payroll Deductions for Labor Organizations (SF-1187). The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate

payroll-processing center as identified by the Agency.

b. If the rate/amount of dues is changed by the Union, the Union will notify the Office of Labor and Employee Relations Manager, located at WJHTC, in writing and will certify as to the new rate/amount of dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once a calendar year.

c. The Union agrees to give prompt, written notification to the appropriate payroll office in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.

Section 4. Agency Responsibilities

a. The issuance of an electronic funds transfer (EFT) for the total amount of dues deducted each pay period shall be authorized by the appropriate payroll-processing center. The EFT shall be made payable to NFFE National Office and remitted by EFT to the Union not later than ten (10) working days after the close of each pay period. Each pay period, the Union shall be provided with an electronic list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the EFT.

b. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Agency shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occurs. If

separation from the bargaining unit is on a temporary basis lasting no more than six (6) months, payroll deduction will be automatically resumed upon the employee's return to the bargaining unit and notice by the employee (by submission of an SF-1187) or the Union to the appropriate payroll-processing center.

ARTICLE 12 WORKSPACE

The Agency will provide appropriate workspace for bargaining unit employees. The Agency and the Union agree to pre-decisional involvement regarding issues over where bargaining unit employees will perform their work.

ARTICLE 13 USE OF AGENCY FACILITIES

Section 1. The Agency agrees to provide bulletin boards in the primary duty areas of Bargaining Unit Employees (BUEs) for placement of Union literature. Bulletin boards shall be equal in size, quality and number to management bulletin boards and located adjacent to them. Bulletin boards will be maintained in accordance with the William J. Hughes Technical Center order. Bulletin board maintenance will be conducted only during lunch periods or other non-work hours. Bulletin boards not maintained properly will be brought to the attention of the Union so that the condition can be remedied promptly.

Section 2. Union representatives specified in Article 3, Union Rights and Representation shall be given access to Agency telephone lines, telephone and telephone service, internal mail distribution system, fax, LAN, electronic mail, Intranet and Internet connection, and copy machines for the purpose of conducting official labor relations business regarding grievances and other representational matters.

Equipment covered by this Section shall not be used for internal Union business.

Section 3. The Union shall be provided with sufficient office space, office furniture, computer equipment, and appropriate communication hook-ups. The Agency shall provide, maintain and refresh computing and networking devices to be connected to the Agency network. The Agency LAN will be the only network permitted to operate on Agency property.

Section 4. The Union may receive mail in its offices within WJHTC.

Section 5. The Agency shall provide a link from the WJHTC home page to the Union's web page.

Section 6. The Agency shall approve the Union's use of space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with other requirements. Bargaining unit members who attend Union meetings on Agency property must be in a non-duty status unless otherwise authorized.

ARTICLE 14

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 1. The Agency will provide the Union a monthly report by organizational unit listing all bargaining unit employee names, service computation dates, classification, title, pay levels, bargaining unit status codes, hires, transfers, promotions, reassignments, resignations, retirements, and deaths for the bargaining unit employees covered by this Agreement. The reports referred to in this Article shall be transmitted in electronic format.

ARTICLE 15

PRINTING OF THE AGREEMENT

Section 1. The Agency and the Union agree to split the cost of printing one thousand two hundred (1200) copies of this Agreement in 8 x 5.5 booklet form. The Union will distribute a copy to each employee in the unit, including employees who enter into bargaining unit positions during the life of this Agreement. An electronic copy of the Agreement shall be available on the Agency Intranet. Upon request the Agency shall make reasonable effort to make copies in appropriate formats for special needs employees.

ARTICLE 16

AGENCY DIRECTIVES

Section 1. The Union shall be provided access to Agency directives and orders which relate to personnel policies, practices, and working conditions of employees in the bargaining unit. Agency directives will be maintained and/or made available electronically. The Union shall be included on Agency distribution list.

Section 2. All information not available on the Intranet or Agency Web site shall be provided, upon request, in an electronic format and the Union shall not be restricted from further distribution of said documents.

ARTICLE 17

POSITION DESCRIPTIONS AND JOB DOCUMENTATION

Section 1. Position Descriptions or Job documentation (Job Series Definitions and Career Level Definitions) will be in accordance with Agency policy and based upon the employee's pay plan. Job Documentation shall be assigned in accordance with HRPM COMP-2.3C.

Section 2. The Agency shall provide an employee covered by this Agreement with accurate and current Position Description or Job Documentation upon appointment or position change. If an employee does not have a copy of his/her Position Description or Job Documentation or believes that it is not accurate, he/she may request a copy from his/her first level manager. If an employee believes that his/her Position Description or Job Documentation is not accurate, he/she may request a review by the first level manager and may be assisted by a Union representative.

Section 3. An employee shall not normally be required to perform duties that do not have a reasonable relationship to his/her Position Description or Job Documentation. When it becomes necessary to assign duties that are not reasonably related to the employee's Position Description or Job Documentation and are of a recurring nature, the Position Description or Job Documentation shall be amended to reflect such duties within the limitations of the same grade or band level. The Agency agrees to discuss with the employee any proposed changes to the employee's Position Description or job documentation.

ARTICLE 18

PROBATIONARY EMPLOYEE

Section 1. A probationary employee is an employee who has not completed one (1) year of uninterrupted permanent Federal Civil Service.

Section 2. The Union may represent probationary employees

ARTICLE 19

SENIORITY

Section 1. The Union will determine seniority for purposes of this Agreement. Seniority will be determined by one (1) or a combination of the following:

- a. Service Computation Date;
- b. Time in service with the Agency; and/or
- c. Time in NFFE Local 1340

Seniority shall be cumulative and employees will receive credit for service accrued prior to re-employment following a break in service.

Section 2. Any errors or disputes regarding seniority are the sole responsibility of the Union.

ARTICLE 20

PERFORMANCE MANAGEMENT SYSTEM

SECTION 1. Performance appraisals, under the Employer's Performance Management System, will assess an employee's performance as meeting or not meeting expectations and will be based on a written narrative of actual performance measured against results as written in the outcomes and expectations of an employee's performance plan. A copy will be provided to the employee within five (5) calendar days of the employee's signature on the performance appraisal form.

SECTION 2. Bargaining Unit Employees (BUEs) will normally be rated by their first-line supervisor/manager. If an employee is rated by other than their first-line supervisor/manager, that supervisor/manager must supervise the employee for at least 90 calendar days prior to the appraisal.

SECTION 3. The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed narrative summary and that it has been discussed with him/her. The employee's signature will not be taken to mean that he/she agrees with all the information or that he/she forfeits any right of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

SECTION 4. At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable, the employee's supervisor will notify the employee, in writing, of the outcome(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or outcome(s) that must be attained in order to demonstrate acceptable performance in his/her position. When the employee's overall performance is unacceptable, the supervisor will afford the employee a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position. As part of the employee's opportunity to demonstrate acceptable performance, the supervisor will write a plan, which identifies what the employee must do to improve his/her performance to be retained in the job and what the supervisor will do to assist the employee.

ARTICLE 21

RECOGNITION AND AWARDS

Section 1. The Agency considers that the use of awards is an incentive tool for increasing productivity of bargaining unit employees by rewarding their contributions to the quality, efficiency, or economy of government operations, which may also include the adoption or implementation of a suggestion, improvement, or invention. The Agency agrees to consider granting a cash, honorary, or informal recognition award, or to

grant time off without charge to leave or loss of pay to an employee individually or as a member of a group on the basis of:

- a. adoption or implementation of a suggestion or invention;
- b significant contributions to the efficiency, economy, or improvement of government operations;
- c. exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusually challenging situations;
- d. recurring exemplary service; e.g., performance throughout the year that consistently exceeds expectations and contributes to Agency goals and objectives;
- e. exceptional customer service or contributions which promote and support accomplishment of the organization's missions, goals, and/or values;
- f. creative or innovative methods used to make work processes or results more effective and efficient; or
- g. productivity gains.

The Parties agree that this list is meant to be an example but is not all- inclusive. An award may be granted to a separated employee or the legally entitled heir(s) and/or estate of a deceased employee.

Section 2. The Agency shall notify the Union quarterly, in writing, when a bargaining unit employee receives an award. At a minimum, the notification shall include the employee's name and type of award.

Section 3. The Union and the Agency agree to meet annually to discuss any issues with regards to recognition and awards.

Section 4. The awards program shall not be used to discriminate against employees or to show favoritism.

ARTICLE 22 EMPLOYEE RECORDS

Section 1. Material placed in an employee's Electronic Official Personnel File (eOPF), Employee Performance File (EPF), Medical, Security, Training, and/or other DOT/FAA records shall comply with the applicable provisions of the Privacy Act, FAA/DOT regulations, and this Agreement. This includes those records maintained by the employee's organization. Where required by law, rule, or regulations, any material which becomes a part of the employee's records shall bear the signature of the person originating the material. The employee shall be given copies of and/or access to all Agency initiated material which are placed in his/her eOPF, EPF, and/or other records with the exception of a Security Report of Investigation.

Section 2. There shall be maintained only one eOPF and one EPF for each employee in the bargaining unit. The eOPF and EPF shall be secured in a location consistent with applicable law and regulation. The employee and his/her designated representative are entitled to review his/her eOPF, EPF, Medical, Security, Training, and/or other DOT/FAA records in the presence of a Management official, provided access to that information is in accordance with the applicable provisions of the Privacy Act and other applicable laws, rules, and regulations.

Section 3. Letters of reprimand and documents related to them shall be retained in the eOPF for no more than two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the reprimand and related documents may be removed at the written request of the appropriate management official. In the

event a letter of reprimand is ruled by appropriate authority to have been unjustly issued, the reprimand and related documents shall be removed immediately and destroyed. Any reference to a letter of reprimand, which has been expunged from the eOPF must be removed from all employee records.

Section 4. Access to an employee's eOPF/ EPF Medical, Security, Training, and/or other DOT/FAA records shall be granted to other persons only as authorized by law and OPM, DOT, and FAA regulations. The Agency shall maintain a log of all persons, other than the Office of Security and Hazardous Materials and Human Resource Management offices, who have accessed an employee's eOPF/ EPF, Medical, Security, Training, and/or other DOT/FAA records in the performance of their duties. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of a Management official.

Section 5. An employee, pursuant to OPM regulations and the Privacy Act, may request that a record maintained by the Agency be corrected or amended if he/she believes the information is incorrect. The Agency will advise the employee within fifteen (15) calendar days of its determination concerning the employee's request.

Section 6. Each employee, upon written request, and/or his/her designated representative upon written authorization, shall be allowed to prepare an itemized listing and/or copy, in the presence of a Management official, any/ all of the EPF, Medical, Security folders or other DOT/FAA file, with the exception of records restricted by law or regulation.

ARTICLE 23

TRANSPORTATION SUBSIDIES FOR EMPLOYEES

Section 1. When implemented at the WJHTC, transit benefits shall be provided in compliance with FAA Order 1530.1. The monthly

benefit shall not exceed the legally permissible tax-free amount as established in the Internal Revenue Code or the local monthly cost of public mass transportation, whichever is less.

Section 2. Employees using public mass transportation, or who participate in qualified vanpools, are eligible to participate in the transit benefit program.

Section 3. The Agency shall encourage the use of bicycles for commuting to/from work. Towards this end, a bicycle rack will be available to bicycle commuters. The use of the rack(s) will be monitored and additional rack(s) will be acquired when needed.

ARTICLE 24

PERSONAL PROPERTY CLAIMS

Section 1. As specified in the FAA Order 2700.14B, dated December 19, 1983, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. The Agency shall assist the employee in the proper filing of his/her claim.

ARTICLE 25

VOLUNTARY LEAVE TRANSFER PROGRAM

Section 1. The Parties agree to abide by the Agency's Voluntary Leave Transfer Program (VLTP), HRP LWS-8.12, which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient.

Section 2. VLTP Leave Recipient

- a. An employee may complete and submit, for his/her front-line manager's approval, an electronic or manual VLTP leave recipient application for an approved period of leave without pay for a personal medical emergency or to

care for a family member with a personal medical emergency. If an employee is not capable of making an application, a personal representative of the potential leave recipient may complete and submit an application on the employee's behalf. Each application shall be accompanied by a written (or electronically prepared) manager-approved leave request and medical certification. The information required in the medical certification is described in HRPM LWS-8.1, Sick Leave for Personal Medical Needs, and HRPM LWS-8.2, Leave Options to Care for a Family Member.

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

c. While a leave recipient is in a transferred leave status, accrued annual and sick leave are maintained in separate set-aside annual and sick leave accounts at the same rate as if the employee were in a paid leave status except that:

(1) the maximum amount of annual leave that may be accrued in the set-aside account for any particular medical emergency may not exceed forty (40) hours, (or in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty); and

(2) the maximum amount of sick leave that may be accrued in the set-aside account for any particular medical emergency may not exceed forty (40) hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty).

d. Any annual or sick leave accrued by a leave recipient under Section 2c shall be transferred to the appropriate regular leave account of the leave recipient and shall become available for use:

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

When leave recipients work and use donated leave in the same pay period, the earned leave will be prorated and placed in their regular and set-aside leave accounts accordingly. Leave recipients who both work and use donated leave will earn prorated leave based on the hours worked and the hours donated leave is used.

Section 3. VLTP Leave Donor

a. An employee may submit a voluntary written request to the employee's front-line manager that a specific number of hours of the donor's accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient. Supervisory approval of donations is necessary.

b. Limitations on donation of annual leave are as follows:

- (1) During the current leave year, a leave donor may donate no more than a total of one-half of the amount of annual leave he/she would be entitled to accrue during the leave year in which the donation is made. The employee may only donate hours for which the donor is scheduled to work and receive pay.

(2) In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of one half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made or the numbers of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay.

c. A leave donor may request that a specific number of hours be transferred from his/her sick leave account to the leave account of a leave recipient.

The employee may only donate hours for which the donor is scheduled to work and receive pay.

Section 4. Leave transferred under this Article may be substituted retroactively for an approved period of leave without pay or used to liquidate indebtedness for advanced annual or sick leave granted on or after beginning date of the medical emergency

Section 5. Restoration of unused transferred leave shall be in accordance with HRPMLWS-8.12.

DEFINITIONS:

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

Leave recipient: A current employee for whom the Agency has approved a VLTP leave recipient application to receive donated annual or sick leave (if applicable) from the leave accounts of one or more leave donors.

Medical emergency: A medical condition of an employee, or a family member of such employee, that is likely to require an employee's absence from duty for 24 consecutive work hours or more resulting in a substantial loss of income to the employee because of the unavailability of paid leave. Elective medical procedures shall not constitute a medical emergency but complications stemming from elective surgery may constitute a medical emergency.

ARTICLE 26 LEAVE

Section 1. Annual Leave

a. Annual leave will be administered in accordance with HRPM LWS-8.3, Annual Leave. Full-time employees earn annual leave at the following rate:

(1) Less than three (3) years of service, earn four (4) hours for each full biweekly pay period;

(2) Three (3) or more but less than fifteen (15) years of service, earn six (6) hours for each full biweekly pay period, and ten (10) hours for the last full biweekly pay period;

(3) Fifteen (15) or more years of service, earn eight (8) hours for each full biweekly pay period.

b. An employee may combine all of his/her accumulated leave, plus what he/she will accrue that leave year, for use at one time. The Agency shall approve/disapprove leave requests within five (5) days of the request. When the Agency denies a written request for annual leave, the reasons for the denial of the request will be in writing or other Agency established mode or electronic format.

- c. HRPM LWS–8.3 prescribes that an employee may be placed on annual leave without the employee’s consent under certain conditions.
- d. An employee may cancel annual leave at any time.
- e. When an employee becomes ill during annual leave, the period may be charged as sick leave in accordance with HRPM LWS–8.1, Sick Leave for Personal Medical Needs.
- f. Employees shall not be required to provide reasons for annual leave requests.
- g. Employees are covered by the annual leave and lump sum payment provisions contained in HRPM LWS–8.3 and HRPM LWS–8.11, Lump Sum Annual Leave Payments.
- h. Employees shall be permitted to carry over up to two hundred and forty (240) hours of annual leave at the end of the leave year.

Section 2. Sick Leave

- a. A full-time employee shall earn sick leave at a rate of four (4) hours a pay period. Eligible employees may accumulate and carry over an unlimited amount of sick leave
- b. Sick leave must be granted when an employee meets one (1) of the following conditions:
 - (1) Is incapacitated and cannot perform the essential duties of his/her position because of physical or mental illness, injury, pregnancy, or childbirth;
 - (2) Receives medical, dental, or optical examinations or treatment; or
 - (3) Would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable

disease.

c. Employees shall not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less unless on a sick leave restriction letter. An employee must furnish a medical certificate for absences of more than three (3) workdays, except that the Agency in individual cases may waive this requirement. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be accepted as supporting evidence by the supervisor.

d. An employee, who, because of illness, is released from duty, shall not be required to furnish a medical certificate for that day.

e. Whenever an employee's request for sick leave is disapproved, he/ she shall be given a written reason, unless he/she is on a sick leave restriction letter.

f. Requests for sick leave and individual sick leave records shall not be distributed as general information or publicized.

g. In accordance with, HRPMS LWS-8.1 leave approving officials are authorized to advance up to thirty (30) days sick leave for full-time employees for serious disability or ailment, except when:

(1) it is known that he/she does not intend to return to duty or when available information indicates that his/her return to duty is only a remote possibility;

(2) he/she has filed or the Agency has filed an application for disability retirement; or

(3) he/she has signified his/her intention of

resigning for disability.

- h. When an employee becomes seriously ill or injured at work, if the employee is unable, the Agency shall dial 911.

Section 3. Leave for Special Circumstances

a. In the event of a death in an employee's family, an employee is entitled to take annual leave, sick leave, or leave without pay (LWOP) in accordance with HRPM LWS-8.2 , and HRPM LWS-8.10. Upon request, an employee may be granted additional days of leave or LWOP. For the purposes of this Agreement, "family" is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father/mother/sister/brother/son/daughter, half-brother, half-sister, and any individual who is related by blood or affinity, and whose close association with an employee was the equivalent of a family relationship.

b. Requests for annual or sick leave for emergencies involving illness or injury in the family shall be given priority.

c. An employee whose personal religious beliefs require the abstinence from work during certain times of the workday or workweek is entitled to work additional hours and earn compensatory time in accordance with HRPM LWS-8.18. The earned compensatory time is used to cover the absence for the religious observance. Requests for compensatory time off for religious observances shall be granted unless to do so would interfere with the Agency's ability to efficiently carry out the mission of the Agency.

d. In accordance with HRPM LWS-8.2, a full-time employee may take up to twelve (12) weeks of sick leave to care for a family member with a serious health

condition and then take an additional twelve (12) weeks of LWOP under FMLA for the same or different medical situation as long as program requirements are met. An employee may elect to substitute any paid leave for any or all of the period of leave taken under this Article, in accordance with HRP M LWS-8.2, if the granting of such leave is otherwise consistent with current Agency policy governing the granting and use of annual or sick leave.

e. In accordance with the FMLA and HRP M LWS-8.2, an employee is entitled to a total of twelve (12) administrative work weeks of leave without pay (LWOP) during any twelve (12) month period for the following purposes:

- (1) Birth of a son or daughter of the employee and care of the newborn;
- (2) The placement of a son or daughter with an employee for adoption or foster care; HRP M LWS-8.2
- (3) Care for a family member with a serious health condition; or
- (4) Serious health condition of the employee that prevents the employee from performing the essential function of his or her position.

f. This Article does not preclude the granting of other requests for LWOP.

g. Unscheduled leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within one (1) hour after the start of the shift. Employees should request emergency leave by contacting their immediate supervisor, or other persons designated by Management to receive such requests, as

soon as possible after the start of their regular shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message.

Section 4. Military Leave. Employees will be entitled to military leave, including “funeral honors duty”, in accordance with applicable laws and regulations.

ARTICLE 27

JURY DUTY AND COURT DUTY

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

Section 2. Generally, fees received for jury or witness service on a non- workday, or while in a leave without pay status may be retained by the employee. The employee may retain any mileage and subsistence allowance received. An employee who is on court leave, and released early, may be granted administrative leave for the remainder of the day.

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

Section 4. When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of any party where the United States, the District of Columbia, or any State, or local government is a party, in the District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the Republic of Panama, the employee is entitled to court leave during the absence.

Section 5. When summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government or the Government of the District of Columbia, an employee is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay.

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

Section 7. An employee, not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or State or local government, shall be granted annual leave, or LWOP if annual leave is exhausted, for the absence as a witness.

ARTICLE 28

HOLIDAYS

Section 1. The following are legal holidays:

- New Years Day - January 1
- Birthday of Martin Luther King, Jr. - third Monday in January
- Presidents 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, in accordance with a Federal statute or an Executive Order.

Section 2. When a holiday falls on a Saturday, the preceding Friday shall be the holiday. When a holiday falls on Sunday, the following Monday shall be the holiday. When a holiday falls on an employee's regularly scheduled workday, the scheduled holiday is the employee's holiday. Full-time employees on flexible and compressed work schedules are entitled to an in-lieu-of holiday when a holiday falls on a regularly scheduled non-workday. Part-time employees are not entitled to a holiday unless the holiday falls on the employee's regularly scheduled workday. Part-time employees are entitled to in-lieu-of holidays only when they are prevented from working because the office or facility is closed in observance of a holiday. Under traditional and flexible work

schedules, the scheduled holiday is no more than eight (8) hours. Under a compressed work schedule, the scheduled holiday is the number of work hours regularly scheduled for that day.

Section 3. Holiday pay will be paid in accordance with FAA Order 3550.10.

ARTICLE 29 EXCUSED ABSENCES

Section 1. Excused absence, defined as approved absence from duty without charge to leave or loss of pay, shall be made available for circumstances in accordance with HRPm LWS-8.8

Section 2. Employees shall be allowed excused absence for a period not to exceed four (4) hours based on staffing and workload requirements in accordance with HRPm LWS-8.8 in connection with each blood donation. Proof of attendance is required. The Agency will make every effort to support employees participating in blood donations.

Section 3. Employees may be granted excused absence for brief tardiness of up to fifty-nine (59) minutes when the employee provides acceptable justification either before or after the tardiness.

Section 4. Employees shall be granted excused absence for voting and other circumstances in accordance with HRPm LWS-8.8

Section 5. Up to sixty-four (64) hours of excused absence shall be granted for pre- and post- moving arrangements incident to a change in the employee's permanent official duty location in accordance with Section 3(c)(4) of HRPm LWS-8.8 Employees will provide justification for the use of this time.

Section 6. Absences from duty of up to eight (8) hours may be granted to make arrangements incident to a change in

employee's duty location where the change does not require a change in residence. Employees will provide justification for the use of this time.

Section 7. Employees shall be entitled to leave as set forth in the Agency's HRPM's LWS-8.7 Funeral Leave, and LWS-8.4, Military Leave, or as provided in this Agreement.

Section 8. In accordance with HRPM LWS-8.8, the Agency may grant employees who donate bone marrow up to seven (7) workdays of paid excused leave per calendar year. Donation for one's own treatment is not covered.

Section 9. In accordance with HRPM LWS-8.8, the Agency may also grant up to thirty (30) workdays of paid leave each calendar year to serve as an organ donor.

ARTICLE 30

PRENATAL, ADOPTIVE INFANT CHILD, AND INFANT CARE

Section 1. When employees request, they may receive an uninterrupted period of leave for up to six (6) months for prenatal care, and/or infant care needs.

Section 2. Subject to staffing and workload, employees may be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Section 3 of Article 26, Leave,. Except as provided for in the "Family and Medical Leave Act of 1993," employees on leave for prenatal/infant care, or the birth or adoption of an infant child under this Section, are subject to recall to duty with thirty (30) days notice, when unforeseen staffing and workload necessitate a return to duty.

Section 3. During the period of leave under this Article, the employee may choose how and in what order such absence will be recorded: sick leave, annual leave, compensatory time, and/or

LWOP, to the extent that annual, sick leave, and/or compensatory time is available. Advance sick leave, not to exceed thirty (30) days, may be granted in accordance with HRPM LWS-8.1.

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

Section 5. The total entitlement under this Article shall be a maximum of twelve (12) months.

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

Section 7. The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). The bargaining unit employees shall be eligible to participate in the Agency's child care subsidy program in accordance with the provisions of HRPM WL-12.1, FAA HROI entitled "Process for Applying for the Child Care Subsidy Program" and Public Law.

ARTICLE 31 SUBSTANCE TESTING

Section 1. All substance testing (drug and alcohol) conducted by the Agency shall be done in accordance with applicable laws, DOT Order 3910.1, the DOT Drug and Alcohol Testing Guide, the HROI for Drugs and Alcohol and this Agreement.

Section 2. The Agency shall notify the Union upon arrival at the facility of the collector for the purposes of conducting substance testing of bargaining unit employees in sufficient time for the Union to be present if requested.

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

Section 4. Employees will be given notice privately where and when to appear for substance testing.

Section 5. The Agency recognizes its obligations under the Privacy Act with respect to information about bargaining unit employees and their connection to substance testing including non-disclosure by collectors/contractors.

Section 6. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared canceled, the test will be treated as if it had never been conducted, and all files related to the test shall be expunged. This does not preclude the maintenance of those records required by DOT regulations. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

Section 7. The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling, and refrigeration

of urine samples prior to testing are followed.

Section 8. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

Section 9. Employees will be notified of drug test results within a reasonable period of time, normally five (5) working days, of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

Section 10. Only employees who are in a duty status shall be subject to substance testing.

Section 11. When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, the Agency may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere “hunches” are not sufficient to meet this standard. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT regulations.

Section 12. Each urine specimen shall be split into two (2) specimen bottles using the split specimen procedure. If the

Medical Review Officer (MRO) verifies the primary specimen bottle (bottle A) is positive, substituted and/ or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another DHHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A. Only the donor can make such request. Such request shall be honored if made within seventy-two (72) hours of the donor having received notice that his/her primary specimen tested positive and was verified.

Section 13. If an employee fails to provide an appropriate amount of urine in accordance with the DOT Drug and Alcohol Testing Guide, the employee will be given a reasonable period of time, up to three (3) hours, to provide a specimen.

Section 14. Every reasonable effort shall be made to accommodate an employee's request for annual leave/LWOP to obtain private back-up testing at his/her own expense. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

Section 15. Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

ARTICLE 32

SUBSTANCE ABUSE AND RECOVERY PROGRAM

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

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

circumstances:

- a. the employee has received notice that he/she is to be tested for drugs or alcohol;
- b. a substance abuse staff has arrived at the employee's facility to conduct testing;
- c. the Agency is awaiting the results of a drug test taken by the employee; or
- d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1D.

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

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

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

Section 5. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Section 2 of Article 26, Leave.

Section 6. When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's manager shall be

informed that the employee is no longer removed for medical reasons, and may return to his/her normal duties. If the employee does not pass the return to duty test, the employee's manager will be informed and the employee offered an opportunity to enter into a last-chance agreement.

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

Section 8. If the employee adheres to his/her rehabilitation/treatment plan, and all the employee's follow-up test results are negative for a minimum 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 33 TELEWORK

Section 1. The Agency and the Union acknowledge their joint commitment to and the Government's requirement for implementing telework as a viable work practice throughout the bargaining unit covered by this Agreement. Once implemented, an employee must maintain an acceptable level of performance in order to continue to telework. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, with management approval, in accordance with HRPM WLB-12.3 , FAA Telework Program.

It is Agency policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the Agency. Teleworking is designed to benefit employees, managers, and the

community. Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;
- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building- related problems.

Section 2. To work effectively, the FAA Telework Program relies on the integrity and work ethic of participating employees and the active oversight of managers. It is incumbent upon the manager to closely monitor the work products of the employee and upon the employee to exhibit honesty and trustworthiness in complying with the Telework Agreement. The manager must ensure that the employee is producing quality products as agreed in the work

plan and the employee must exert the same level of effort he or she does at the normal worksite. Managers are also responsible for ensuring that the FAA Telework Program does not adversely impact the organization's mission, office operations, work productivity, run counter to public service requirements, or threaten the security of Agency data, information or equipment. The program requires this mutual commitment to accomplishing the mission of the organization and to upholding the Telework Agreement. Teleworking is not appropriate in all situations or for all employees but is a benefit that expands work options for employees for whom this type of arrangement is appropriate.

Section 3. The jobs most appropriate to telework possess the following characteristics:

- a. Some work activities are portable and can be performed effectively outside the normal office or facility environment.
- b. Some job tasks are easily quantifiable or primarily project-oriented so that progress can be measured by results rather than by direct observation.
- c. Contact with other employees and customers is predictable and can be performed electronically or by telephone without loss of productivity.
- d. Classified materials are not required for accomplishing the telework tasks.
- e. Appropriate technology is available to perform the job off-site.
- f. The telework tasks do not require access to materials not available at remote worksites (i.e., reference files, manuals, databases, equipment, etc.).
- g. The work has clearly-defined performance measures.
- h. The work flow is steady and will not result in periods of

inactivity.

- i. Data and systems involving sensitive, non-classified, and Privacy Act information can be adequately secured outside the normal worksite.
- j. Close supervision or daily input from sources accessible only on site is not required.
- k. Other position characteristics that management determines to be appropriate.

Section 4. Employees who participate in the FAA Telework Program may perform their duties at alternative work locations such as a satellite facility (a telecenter) or at the employee's residence. Various telework options include:

- a. Work at home in a space specifically set aside as an office or workplace.
- b. Work at a teleworking center (often called a telecenter) operated by the federal, state, or local government, by private industry, or by a combination of organizations working together.
- c. Work at another Agency facility or office that may be closer to the employee's home and where there is space to accommodate additional agency employees.
- d. Work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 5. Participation in the FAA Telework Program by bargaining unit employees shall be voluntary and upon request.

Telework may be terminated at the request of the employee at any time with sufficient reason and appropriate notice (generally two [2] weeks; however, shorter notice or immediate cancellation may be given as the result of personal circumstances). The Agency may initiate action to terminate telework due to work-related circumstances or employee performance issues, or if the employee's job responsibilities are no longer consistent with the criteria in Section 3.

Section 6. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 7. In addition to the characteristics listed in Section 3, employees must:

- a. maintain performance of at least fully successful, or the equivalent, with no documented need to improve performance;
- b. meet Federal Government and Agency standards of conduct; and
- c. comply with the terms of the telework policy contained in HRPM WLB-12.3 , Telework Program.

Section 8. The Agency shall respond in writing to telework requests within thirty (30) working days. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall include information about when the employee might reapply, and also if

applicable, what actions the employee should take to improve his/her chance of approval.

Section 9. Classified National Security Information and materials and documents may not be removed from the Agency's worksite in accordance with FAA Security Order 1600.2E, Safeguarding National Security Classified Information. Employees are responsible for ensuring proper handling of Privacy Act materials, evidence, or sensitive unclassified material (security information, for official use only, or personally identifiable information) documents in accordance with FAA Security Order 1600.75 Protecting Sensitive Unclassified Information while telecommuting.

Section 10. Program participants agree that it is their responsibility to provide a proper work environment free from regular dependent care obligations, personal disruptions, such as non-government telephone calls and visitors and family responsibilities, and in conformance with the work environment and minimal incidental interruptions found in the normal Agency work sites.

Section 11. Telework work schedules may vary according to the individual arrangements negotiated between the employee and the Agency. All schedules must be approved in advance and shall be in accordance with HRPW WLB-12.3 and Article 34, Working Hours and Alternate Work Schedules (AWS). HRPW WLB-12.3

Section 12. Telework may be used in conjunction with Alternate Work Schedules and other scheduling provisions if permitted by the manager. Some managers may require teleworkers to discontinue working an AWS schedule when working on an optional teleworking basis.

- a. The policies for requesting and using annual leave, sick leave, or leave without pay remain unchanged when an

employee teleworks.

b. For telework employees who are working at a telecenter, administrative leave, dismissals, and emergency closings shall fall under the guidelines of the telecenter.

c. In the case of emergency administrative closings, home based teleworking employees must continue to work. The Agency shall discuss the impacts of administrative closings, in advance, with the employee prior to implementing the telework work agreement to define clear expectations.

Section 13. The telework employees are expected to use the same precautions to secure and protect their at-home computer equipment and any work related documents (i.e., making sure doors are locked, liquids kept away from the computer, etc.) The Agency will maintain government owned-equipment. The employee shall notify the Agency immediately following a malfunction of government-owned equipment.

ARTICLE 34

WORKING HOURS AND ALTERNATIVE WORK SCHEDULES (AWS)

Section 1. In accordance with Article 5 time tracking may be utilized by management to record employee arrival and departing times.

Section 2. The traditional workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday and two (2) consecutive days off. The work hours are the same each day.

Section 3. Subject to the Agency's mission, staffing, and workload requirements, and upon request of an employee, he/she may participate in an Alternative Work Schedule (AWS) plan as provided in accordance with HRPM LWS-8.15 , and this

Agreement. An employee may be denied initial participation in an AWS, or an employee's AWS may be terminated, due to a significant decrease in performance and/or failure to follow time and attendance rules or abuse of official leave policies.

Section 4. Definitions:

- a. ***Alternative Work Schedules (AWS).*** A general term that describes any work schedule other than the traditional work schedule, such as a compressed work schedule or flexible work schedule.
- b. ***Basic Work Requirement.*** The total number of hours (except for overtime hours) an employee is required to work or otherwise account for in each pay period.
- c. ***Traditional Work Schedule.*** A regular, fixed schedule of eight (8) hours a day, forty (40) hours per week, eighty (80) hours per biweekly pay period.
- d. ***Compressed Work Schedules (CWS).*** A fixed scheduled tour of duty in which the employee's biweekly basic work requirement is satisfied in less than ten (10) workdays.
- e. ***Flexible Work Schedule.*** A scheduled tour of duty which enables an employee to either pre-select or vary arrival and departure times or vary the length of the workday and/or workweek. This includes designated core hours during which an employee must be present for work. This includes designated flexible time band hours during which an employee may vary the time of arrival at and departure from work. Employees working a flexible work schedule may be eligible to earn and use credit hours.
- f. ***Core Hours.*** The time during the workday, workweek, or pay period within the tour of duty when an employee on certain flexible schedules must be present for work. Core hours are 9:30 am to 2:30 pm. Organizations may establish different core hours to meet operational and geographic

differences.

g. **Credit Hours.** Available only to those on a flexible work schedule. Credit hours are non-overtime hours worked in excess of an employee's basic work requirement and which are worked at the election of the employee after approval by the Agency. Employees must submit advance requests to earn credit hours. Employees may carry over up to a maximum of twenty-four (24) credit hours into any pay period.

h. **Flexible Time Band.** The portion of the workday during which an employee on certain flexible work schedules may choose to vary arrival times to and departure times from the worksite. Flexible time bands are 6:00 am to 9:30 am and 2:30 pm to 6:00 pm, Monday through Friday. Organizations may establish different flexible time band to meet operational and geographic differences.

Section 5. Compressed Work Schedules (CWS)

a. Employees may elect to work under a 5-4/9 or 4-10 plan of CWS. Under the 5-4/9 plan, employees are scheduled to work nine (9) hours per day for eight (8) days and eight (8) hours for one (1) day (excluding the lunch period), with one (1) regular business day off every pay period. Under the 4/10 plan, employees are scheduled to work ten (10) hours per day, four (4) days per week with one (1) regular business day off each week.

b. Within the Agency's mission, staffing, and workload requirements, the employee shall be allowed to select the day(s) off each pay period.

c. The Agency may occasionally require an employee to deviate from a fixed compressed work schedule because of a particular work assignment.

d. Employees on a CWS are entitled to basic pay for the

number of hours of the CWS that fall on a holiday.

(1) When a legal holiday falls on a scheduled workday, the employee will be excused with pay and without charge to leave for the number of hours scheduled to be worked that day.

(2) When a legal holiday falls on a scheduled day off, a full-time employee is entitled to an in-lieu of holiday. An in-lieu of holiday is the same as a legal public holiday for pay and leave purposes. The number of hours of paid holiday leave granted on an in-lieu of holiday is the number of hours the employee would otherwise have worked that day.

(3) A part-time employee is not entitled to an in-lieu holiday if the holiday falls on a non-workday.

e. Employees who choose to work a CWS may drop out at the end of any pay period.

f. Employees on compressed schedules cannot earn credit hours.

Section 6. Flexible Work Schedule

a. Credit hours are hours that employees voluntarily elect to work in excess of their basic work requirements and are subject to manager's approval. Managers may grant approval for credit hours verbally or in writing.

b. Credit hours must be earned prior to their use. Credit hours may be earned in increments of one-quarter hour. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave requests. When requested, the employee may substitute credit hours for approved annual leave unless it results in forfeiture of annual leave. Part-time employees may not carry over more than one-quarter of the employee's biweekly work requirement. Employees may earn credit

hours, with management's approval, within the flexible time bands (between 6:00 am to 9:30 am and 2:30 pm to 6:00 pm, Monday through Friday). The flexible time band includes Saturday and/or Sunday.

c. The Agency may occasionally require an employee to deviate from a flexible work schedule because of a particular work assignment or mandatory meeting.

d. A full-time employee who is on a flexible work schedule and is relieved or prevented from working on a day designated as a holiday is entitled to pay with respect to that day for eight (8) hours. A part-time employee is entitled to an appropriate portion of his/her biweekly basic work requirement for that day.

Section 7. All regularly scheduled work tours must be accomplished between the hours of 6:00 am and 6:00 pm.

Section 8. The Agency may approve an employee's request to reschedule an off day when consistent with mission, staffing, and workload requirements. Except in the case of unforeseen contingencies, an employee will not be expected to forego a scheduled day off. If the employee must forego such day off, he or she will be compensated under the applicable overtime provisions of this Agreement.

Section 9. Work performed by an exempt (not covered by FLSA) employee in excess of the first 40/80 hours in the administrative workweek is overtime or compensatory time, as appropriate, in accordance with HRPM LWS-8.17. Overtime is administered in accordance with Article 39, Overtime Pay, and Agency policy. Work performed by a non-exempt employee (covered by FLSA) in excess of eight (8) hours in a day or forty (40) hours in a week is compensated for all overtime worked in accordance with the

FLSA.

Section 10. A change in the scheduled hours of work may be requested and may be approved by the Agency effective at the beginning of the next biweekly pay period. In accordance with HRRPM LWS-8.15, employees on authorized travel for work or training must adhere to the work schedule and hours of the organization to which temporarily assigned or the training facility to be attended. On days of travel, employees must adhere to the traditional schedule unless an exception has been approved. (See Article 63, Travel, Section 11). A manager may require an employee to follow a traditional schedule for the entire pay period because the AWS basic requirements cannot be met. This may be necessary if the employee cannot meet the basic work requirement of the approved AWS (e.g., 5-4/9). Exceptions to this are in accordance with HRRPM LWS-8.15 Section 16(c).

Section 11. Probationary and part-time employees may participate in an AWS unless the Agency determines that it will adversely impact their training or operational needs.

Section 12. If at any time, the Agency determines that any work schedule established under the provisions of this Article has had or would have an adverse Agency impact as defined below, it will follow the provisions of Article 7, Mid-Term Bargaining to seek termination or modification of the schedule. The adverse Agency impact is defined as:

- a. a reduction of the level of productivity of the Agency;
- b. a diminished level of service furnished to the public by the Agency; or
- c. an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed or flexible work schedule).

ARTICLE 35

PART-TIME EMPLOYMENT

Section 1. Part-time career employment and job sharing opportunities can help employees balance personal needs with their professional responsibilities. It is the intent of the Agency to make part-time career employment opportunities available consistent with the Agency's resources and operational requirements. Denials of requests for part-time employment will be discussed with the employees, and upon employee request, he/she will be provided specific written reasons for denials.

Section 2. Except as provided in Section 3 below:

- a. the tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two (32) hours per week;
- b. the tour of duty for a part-time employee on an AWS may be set on the basis of thirty-two (32) to sixty-four (64) hours per pay period in accordance with HRPW LWS-8.15, Alternative Work Schedules;
- c. a part-time employee's tour of duty will be documented on a Notification of Personnel Action.

Section 3. An increase of a part-time employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period is not permitted for more than two (2) consecutive pay periods. This does not preclude changing the employee's work schedule from part-time to full-time on either a temporary or permanent basis in the event of unexpected increases in workload.

Section 4. The Agency will not abolish any position occupied by

an employee in order to make the duties of such a position available to be performed on a part-time career employment basis. This Section does not preclude the Agency from permitting a full-time employee from voluntarily changing to a part-time work schedule.

Section 5. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

Section 6. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, pay increases, leave accrual rate, and time restrictions on advancement.

Section 7. A part-time employee shall accrue leave for each year of service in accordance with HROI, Working a Part Time Schedule.

Section 8. If a holiday falls on a day part-time employees are scheduled to work, and the employees do not work, they are paid at their basic rates of pay for the numbers of hours scheduled for that day. Conversely, if a holiday falls on a day part-time employees are not scheduled to work, the employees are not entitled to compensation.

Section 9. Before an employee is assigned to a part-time position, the Agency will brief the employee on the impact of this assignment on the following: retirement, reduction-in-force, health and life insurance, promotion, and increases in pay.

Section 10. Payment of overtime for part-time employees is authorized when the hours of work exceed forty (40) hours per workweek or eight (8) hours per day unless an AWS provides otherwise.

Section 11. Part-time employees shall be paid appropriate

premium pay and differentials for hours worked.

Section 12. A full-time employee who temporarily converts from a full-time to a part-time schedule may be given consideration for similar full-time positions which become available when they decide to return to full time employment.

ARTICLE 36

SALARY SYSTEMS AND PAY ADMINISTRATION

Section 1. *Definitions:*

a. *Base Pay (also Basic Pay):* The Annual rate of pay paid to an employee, not including locality pay, premium pay, or differentials.

b. *Adjusted Base Pay:* The annual rate of pay paid to an employee, including locality pay, but excluding premium pay and differentials.

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

Section 2. *Salary Systems:* The FAA hires NFFE BUEs at the William J. Hughes Technical Center into one of two (2) different pay/compensation systems.

a. *Federal Wage (FW/FL) Pay Plan:* This pay plan covers blue-collar FAA employees who are paid by the hour. Most Federal Wage System (WG, WL, WS) pay rates and rules still apply to the FW/FL Pay Plan. The goal of this plan is to make sure that Federal trade, craft, and laboring employees within a local wage area and who perform the same duties receive the same rate of pay.

b. Core Compensation (FV) Pay Plan: This pay plan was created by the Federal Aviation Administration. FV is a pay for performance pay plan that recognizes, rewards, and encourages individual contributions and organizational success. Pay bands are assigned based on job category and the level of responsibility in the position. Relevant provisions contained within this Agreement impact how the FV plan operates.

Section 3. Normally, promotions to positions including those resulting from position classification changes, shall be effected on the beginning of the first full pay period after the employee becomes fully eligible. The effective date of this action is the date the action is taken by the HRMO vested with the authority.

Section 4. When an employee becomes entitled to two (2) or more pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit.

Section 5. Earnings and Leave statements shall be available online for employees no later than the second Tuesday after the close of each pay period.

ARTICLE 37

PAY

Section 1. Any pay matter not specifically addressed in this Agreement shall be covered by the FAA Core Compensation Plan (FV Pay Plan) or FG/FW Plans, as appropriate. For the purposes of this Article, Base Pay is defined as the annual rate of pay to be paid to an employee, not including locality pay and premium pays. Adjusted Base Pay is defined as Base Pay with the inclusion of locality pay.

Section 2. Employees who are covered by the Agency's FV Pay Plan upon the implementation of this Agreement will continue to be covered by the FV Pay Plan for the term of this Agreement.

In accordance with the Parties' Settlement Agreement, employees in FV Bands D, E, F, G, and/or H who are in the bargaining unit on the first full day of implementation of this Agreement will receive a 0.5% increase to his/her Base Pay, which will be processed within sixty (60) days of the implementation of the Agreement.

If the increase will cause the employee's Base Pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment.

If the employee's Base Pay is already at or exceeds the band maximum prior to the increase, the employee will receive the 0.5% increase as a lump sum payment.

Section 3. Employees who are covered by the Agency's FG Pay Plan upon the implementation of this Agreement will be converted to the FV Pay Plan, effective within sixty (60) days of the implementation of the Agreement. This conversion will be processed in accordance with Agency Policy in effect at the time this Agreement is implemented, including but not limited to any within grade increase (WIGI) buyouts, if appropriate.

If the employee's new salary exceeds the maximum of the employee's resulting pay band, the employee will be entitled to pay retention in accordance with Agency Policy and this Agreement.

In accordance with the Parties' Settlement Agreement, employees who are in the bargaining unit on the first full day of implementation of this Agreement will, subsequent to the conversion in paragraph one of this Section, have the following

Base Pay adjustments effectuated, within sixty (60) days of the implementation of the Agreement:

- a. Employees who were converted from an FG Step 1 will receive a 3.28% increase to his/her Base Pay.
- b. Employees who were converted from an FG Step 2 will receive a 2.46% increase to his/her Base Pay.
- c. Employees who were converted from an FG Step 3 will receive a 1.64% increase to his/her Base Pay.
- d. Employees who were converted from an FG Step 4 or 5 will receive a 0.5% increase to his/her Base Pay.

If the increase will cause the employee's Base Pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment.

Section 4. FW Pay Plan (Wage Grade) Employees. Employees who are covered by the Agency's FW Pay Plan (Wage Grade) upon implementation of this Agreement, pursuant to FAA National Personnel Reform Implementation Bulletin (PRIB) 1, will continue to be covered under the Federal Wage System (FWS) and applicable Agency Directives. In accordance with the Parties' Settlement Agreement, each FW employee will receive a lump sum payment of \$1300.00 effective within 60 days of the implementation of this Agreement.

Section 5. Locality Pay. Employees eligible to receive locality pay prior to the implementation of this Agreement will continue to receive the locality pay adjustments recommended by OPM and approved by the President. The locality adjustment will be effective on the same date as that established for the rest of the

Government. Base Pay is used to calculate pay actions and then applicable Locality Pay is applied on the Base Pay in effect.

Section 6. Annual Adjustments to Pay Bands. Pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS).

Section 7. Annual Pay Adjustments for FV Employees.

a. Beginning in 2016, each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual adjustment will cause the employee's Base Pay to exceed the band maximum or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in January.

b. Beginning in 2016, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Base Pay, not to exceed the pay band maximum, effective the first full pay period in June. If the length of service adjustment will cause the employee's Base Pay to exceed the band maximum or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June. The annual length of service adjustment to Base Pay shall not be granted in any year in which a prohibition on step

increases under the General Schedule (GS) is enacted by statute.

c. The Parties agree there will be no Organizational Success Increase (OSI) and/or Superior Contribution Increase (SCI) paid for meeting Agency performance targets and individual performance objectives during fiscal year (FY) 2015 and all subsequent years during the term of this Agreement.

Section 8. Employees In Former FG Career Ladder Positions.

These are employees who as of the effective date of this Agreement occupy positions that were:

- a. bid competitively through a vacancy announcement;
- b. filled at a lower grade than the full performance level for the position; and
- c. advertised with promotion potential to the full performance level for the position stated on the vacancy announcement.

In certain cases, employees were placed in a career ladder position through a transfer, reassignment, conversion, or other non-competitive placement. Such employees are also subject to the following rules governing career ladders.

Within sixty (60) days of the implementation of the Agreement, employees covered by this Section will be converted to an Established Career Path and will be issued a Career Path Progression Plan as provided in Article 38, Establishing Career Paths for Specific Core Compensation Positions.

When granting a Career Path Progression Increase to an employee covered by this Section, the Agency shall increase the employee's Base Pay by zero (0%) to fifteen (15%) percent.

When determining the percentage of the increase, the Agency will set the new salary as close as possible to what the employee's salary would have been absent conversion, within the limits of this Article.

In no event will an employee be paid less than the minimum of the pay band, nor will an employee's Base Pay exceed the maximum of the employee's current pay band or resulting pay band, as applicable.

Section 9. Employees in Established Career Paths. These are employees who are newly hired or selected into a position covered by Article 38, Establishing Career Paths for Specific Core Compensation Positions.

a. Career Path Progression Increases within an employee's current pay band will be a percentage of his/her Base Pay, not to exceed 7%. Consideration should be given to the breadth of the employee's current pay band in the event multiple pay increases within the same pay band are considered. Career Path Progression Increases within an Established Career Path shall not exceed the maximum of the employee's current pay band.

b. Career Path Progression Increases to the next higher pay band will be governed by HRPM COMP-2.6C. Career Path Progression Increases within an Established Career Path shall not exceed the maximum of the employee's resulting pay band.

Section 10. Conversion of employees to the Core Compensation Plan, as set forth in this Agreement, shall be performed in accordance with the following Agency Policies:

- a. HRPB COMP-2.1C Agency Initiated Conversions in the Core Compensation Plan
- b. HRPB COMP-2.3C Job Documentation in the Core Compensation Plan
- c. HRPB COMP-2.11C Demotions and Pay Band and Pay Retention in the Core Compensation Plan

ARTICLE 38
ESTABLISHING CAREER PATHS FOR SPECIFIC CORE
COMPENSATION POSITIONS

Section 1. Definitions.

- a. Established Career Path:** A pre-approved progression path to a targeted pay band/full performance level. This Established Career Path includes increasingly complex work assignments and/or responsibilities specific to the Established Career Path. These positions are designated in advance based on the organizational needs of the Agency.
- b. Career Path Progression Increase:** A Career Path Progression Increase is the Agency's decision to grant pay increases within the current pay band or non-competitively promote an employee to the next higher pay band until the employee reaches his/her targeted pay band/full performance level.
- c. Career Path Progression Plan (CPPP):** The CPPP is a plan that includes outcomes and expectations which are the employee's individualized criteria that are not critical to their current pay band performance summary. These

outcomes and expectations must be based on the Job Analysis Tool (JAT) for the next higher pay band or a JAT in the same pay band that shows increased complex work assignments and/or responsibilities. The CPPP shall be used solely for the purpose of determining whether or not an employee has demonstrated the ability to perform at an increased level within the current pay band or the next higher pay band, as appropriate. The Agency has determined that it will not use the CPPP as part of an employee's official performance plan.

d. Readiness Plan: A Readiness Plan is a written plan intended to assist an employee who, at the CPPP annual review, is unable to demonstrate the ability to perform at an increased level within the current pay band or the next higher pay band, as appropriate.

e. Opportunity to Demonstrate Performance (ODP): An ODP applies when an employee is not meeting documented expectation in their performance plan within their current JAT on the employee's Established Career Path.

Section 2. Requirements and Obligations

a. An employee's offer letter will indicate their position is an Established Career Path position. The employee will have a remark on their initial Notification of Personnel Action Standard Form 50 (SF-50) in Box 45 (or equivalent remarks section) that indicates an Established Career Path position and targeted pay band/full performance level. These remarks will be included on all subsequent SF-50 Career Path Progression Increases up to the targeted pay

band/full performance level.

b. The employee's performance plan will include an attachment with a CPPP outcomes and expectations. The CPPP attachment will identify the specific dates for the CPPP check-in and annual review. The CPPP attachment will state that the employee must provide a summary of their accomplishments to their supervisor at least thirty (30) days prior to the annual review. When practical, the CPPP check-in and annual review will synchronize with performance plan reviews. The employee must be given the opportunity to demonstrate they can perform work at an increased level within the current pay band or the next higher pay band, in accordance with the defined CPPP outcomes and expectations. All opportunities for demonstrating ability should be considered at the employee's duty location; however this does not preclude management from offering external opportunities.

c. At the CPPP check-in, upon supervisor request, the employee will provide a summary of their accomplishments. The employee will receive one additional check-in discussion within a current assessment cycle if requested.

d. A supervisor may add, remove, and/or change CPPP outcomes and/or expectations within a current assessment cycle if there are substantial changes to the organization or mission requirements. The supervisor will consult with the employee prior to implementing the changes. An employee shall have the opportunity to request the changes and impact(s) be reviewed and approved by the next higher level manager (not to exceed Division Manager or equivalent).

e. The supervisor must provide the current and next higher level JAT to the employee upon entry into his/her individual CPPP.

f. An employee on an Established Career Path who has not yet reached his/her targeted pay band/full performance level will receive a Career Path Progression Increase when:

(1) The employee has completed the fifty-two (52) weeks in their designated CPPP in accordance with their current JAT; and

(2) The employee is not currently on an ODP; and

(3) The employee has not been disciplined for performance during the current performance cycle; and

(4) The employee's most recent performance plan narrative summary for their current pay band does not state that any outcomes/expectations critical to performance that are also required at the next increased level within the current pay band or the next higher pay band have not been met; and

(5) The employee has satisfied the CPPP outcomes and expectations required for a Career Path Progression Increase.

g. The effective date of a Career Path Progression Increase will be no later than sixty (60) days after the requirements in Section 2(f) are satisfied.

h. A CPPP terminates once an employee reaches the target pay band/full performance level.

Section 3. Denial of Career Path Progression Increases

At the CPPP annual review, the supervisor will document specific instances in writing of the successes and failures with respect to the outcomes and/or expectations for demonstrating the ability to perform at an increased level within the current pay band or the next higher pay band, in accordance with the defined CPPP outcomes and expectations.

Within thirty (30) days after the CPPP annual review, the supervisor will develop a Readiness Plan in writing to assist the employee in meeting the CPPP defined requirements going forward.

Once an employee has completed the CPPP defined requirements, it is the responsibility of the employee to request a CPPP/Readiness Plan review with their supervisor. When management concurs that the CPPP defined requirements have been met, the employee will receive a Career Path Progression Increase in accordance with Section 2g.

An employee in an established Career Path position that does not complete the CPPP defined requirements will remain at their current pay band level, without Career Path Progression Increases, until the employee successfully demonstrates his/her ability to perform as outlined in the employee's CPPP and/or Readiness Plan.

The Agency reserves the right to take appropriate action in accordance with Agency Policy and this Agreement if an employee, after reasonable opportunity, remains unsuccessful in demonstrating performance in accordance with the employee's CPPP defined requirements.

Section 4. Delays of Career Path Progression Increases; Other Than Performance

For an employee that has satisfied all requirements and obligations in Section 2(f) for a Career Path Progression Increase, it is possible that it may be delayed due to the reasons listed

below. These actions will be processed within thirty (30) days upon resolution of the constraint(s).

- a. As dictated by law; or
- b. An FAA-wide freeze on all promotions/salary increases; or
- c. Furloughs; or
- d. Reduction-in-force.

Section 5. The Agency will provide the Union a list of all bargaining unit employees in Established Career Path positions to include their name, organization, start date for their Established Career path position, initial pay setting, and targeted pay band/full performance level. At minimum, this list will be provided in January and June of each calendar year.

ARTICLE 39 OVERTIME PAY

Section 1. The Agency may require unit employees to work overtime. Overtime/compensatory time assignments shall be distributed fairly among employees who possess the required skills and abilities, and in accordance with the needs of the Agency. Overtime will not be distributed or withheld as a reward or penalty. An employee shall be compensated for any overtime worked. If an employee is assigned to work overtime the employee may be relieved of an overtime assignment when, in the judgment of the Agency, the health or efficiency of the employee may be impaired; or personal circumstances create a hardship for the employee to perform the overtime duty.

Section 2. In the event of holdover overtime, the Agency shall notify the employee as soon as possible before the end of the employee's regular departure time, but normally no later than one (1) hour prior to that time.

Section 3. Overtime pay computations for Fair Labor Standards Act (FLSA) non-exempt bargaining unit employees must be made in accordance with the FLSA and OPM implementing regulations.

Section 4. Non-exempt employees shall receive base pay plus one-half of their regular rate for all overtime work. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 5. Except as otherwise provided for below, compensatory time off may not be substituted for overtime pay for regularly scheduled overtime work for non-exempt employees. At the request of a non-exempt employee, the Agency may grant compensatory time off instead of payment for an equal amount of irregular or occasional overtime work. If an employee has any entitlement to overtime pay, the Agency cannot require the non-exempt employee to take compensatory time instead of overtime pay.

Section 6. Payment of overtime pay to FLSA exempt employees is at the discretion of the Agency. When the Agency has elected to pay overtime, exempt employees may choose to receive compensatory time in lieu of overtime pay.

Section 7. If an employee is called in or scheduled for overtime on his/her regular day off and physically reports to work, he/she shall be guaranteed two (2) hours of compensation.

Section 8. At the direction of the Agency, an employee called during non-duty hours to provide technical assistance to an on-duty employee shall be compensated for a minimum of thirty (30) minutes for each separate occurrence.

Section 9. Employees will not be required to be in an on call duty status.

ARTICLE 40 HAZARDOUS DUTY PAY

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

ARTICLE 41 BACK PAY

Section 1. The Parties acknowledge that under the FAA's Personnel Reform authority the arbitrator has remedial authority to require the Agency to pay back pay consistent with the standards and requirements generally applicable to the full range of remedies available in the Federal sector.

ARTICLE 42 SEVERANCE PAY

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

Section 2. Severance pay consists of:

- a. a basic severance allowance computed on the basis of one (1) week's base pay at the rate received immediately before separation for each year of civilian service up to and including ten (10) years for which severance pay has not been received under this or any other authority and two (2) weeks' base pay at that rate for each year of civilian service beyond ten (10) years for which severance

pay has not been received under this or any other authority; and

b. an age adjustment allowance computed on the basis of ten percent (10%) of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.

Total severance pay under this Section may not exceed one (1) year's pay at the rate received immediately before separation.

If the employee dies before the end of the period covered by payments of severance pay, the payments of severance pay with respect to the employee shall be continued as if the employee were living and shall be paid on a pay period basis to the survivor of the employee.

Section 3. Upon separation, the Agency shall pay the employee severance pay at biweekly intervals in an amount equal to his/her base salary. Employees who are eligible for severance payments will be offered the opportunity to elect payment in one (1) or two (2) lump sum payments, rather than on the biweekly basis.

Section 4. If an employee who has been paid severance pay in a lump sum under this Article is reemployed by the Government of the United States or the Government of the District of Columbia before the end of the period covered by the lump sum payment, he or she must refund to the Agency an amount equal to the pay covering the period between the date of reemployment and the expiration of the lump-sum period.

ARTICLE 43

RETIREMENT AND BENEFITS INFORMATION

Section 1. The Agency recognizes the importance of informing employees about all benefits for which they may be eligible, to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Agency agrees to inform employees regarding benefits such as Retirement, Federal Employees Health Benefits Program, Thrift Savings Plan, Flexible Spending Accounts and the Federal Employees Group Life Insurance program through such means as presenting video tape briefings, electronic media briefings, supplying links to Internet Web sites for brochures, pamphlets, other appropriate information and assisting employees in how to file benefit claims. This information/assistance shall be made available on an annual and as needed basis to all bargaining unit employees.

Section 2. After an employee's death, and with the beneficiary's consent, the Agency shall promptly arrange for an Agency representative to contact the deceased employee's primary beneficiary to fully explain all benefits to which the deceased employee's beneficiary may be entitled. This may be accomplished via a personal briefing or by other means, such as telephone, personal intermediary, or written correspondence. The representative shall assist the employee's beneficiary or representative in completing the appropriate forms and filing the claim for unpaid compensation benefits.

Section 3. The Agency shall provide a retirement planning program to be made available annually. There shall be sufficient opportunity for all bargaining unit employees within three (3) years of retirement to attend. All employees within three (3) years of retirement eligibility may voluntarily participate; however,

those employees within one (1) year of retirement shall be given the first opportunity to participate. The program may include, but not be limited to, briefings, individual counseling, as resources permit, assistance, information and materials distribution. These employees shall be permitted to participate in one (1) program in a duty status. Employees normally shall attend briefings within their commuting area. Nothing in this Section shall prohibit employees from participating in additional programs, subject to space availability, accommodation of first time participants, and supervisory approval.

Section 4. The Agency shall provide a retirement planning program to be made available annually for employees participating in both the Federal Employees Retirement System (FERS) and the Civil Service Retirement System (CSRS). The program may include, but not be limited to, videotape briefings, electronic media briefings, individual counseling, assistance, information and materials distribution.

Section 5. The Agency shall ensure that the most recent version of retirement and benefits information, including the links to Internet Web sites for the following brochures and forms are available to new employees for review, and are available for review upon request to all employees within sixty (60) days; and, where retirement is anticipated as a result of a grave emergency, the same links to Internet Web sites for brochures, forms, plans, and detailed benefit information (items 5a thru 5d) shall be made available upon request to all employees within one (1) week and item 5e within as close as possible to fifteen (15) business days:

- a. Enrollment Information Guide and Plan Comparison Chart;
- b. Brochures on all applicable government-wide plans;
- c. Any brochures they may request on plans sponsored by

- employee organizations for which employees may qualify;
- d. Brochures of all comprehensive plans serving the area in which the employee is located; and
- e. Estimates of individual retirement benefits.

Section 6. If there is any change in retirement or benefits, or related laws or regulations, the Agency shall provide information to the Union. Any changes which may require negotiations shall be handled in accordance with Article 7, Mid-Term Bargaining.

Section 7. In the event it is determined that an employee is permanently disabled and prevented from performing his/her duties, the Agency shall inform the employee of the rights, benefits and options, including other types of positions for which the employee may be qualified and the procedures for requesting consideration for such positions.

ARTICLE 44

VACANCY ANNOUNCEMENTS/PROMOTIONS/INTERNAL ASSIGNMENTS

Section 1. The Agency will post vacancy announcements electronically for a minimum period of fourteen (14) calendar days.

Section 2. Vacancy Announcements will provide:

1. Summary Statement of Duties
2. Qualification Requirements
3. Statement of any special knowledge, skills, and abilities determined essential for effective job performance and for identifying the qualified candidates
4. All pay levels and job series in which the position(s) may be filled, and

5. Any other “standard statements” relative to the specific vacancy

Vacancies shall be classified in the proper series based on the duties to be performed and shall be placed in the same series as other properly classified positions in the bargaining unit performing the same duties. All bargaining unit vacancy announcements must clearly state that the positions to be filled are in the bargaining unit.

Section 3. All application packages must be submitted to the Human Resource Management Office (HRMO), via the Agency’s online application system, no later than the closing date of the announcement.

Section 4. The applicant will be notified regarding the status of his/her application at the following four points of the application process: (1) application submitted; (2) application assessed for qualifications; (3) applicant referred/not referred to selecting official; and (4) applicant selected/not selected.

Section 5. The selecting official may decide to interview all, some, or none of the candidates referred for consideration. Bargaining unit employees will be granted reasonable duty time for scheduled interviews in connection with announcements at the FAA William J Hughes Technical Center.

Section 6. If it is determined that an employee was improperly excluded from the qualified list he/she will receive priority consideration for appropriate vacancies for which he/she is qualified for a period of up to two consecutive years. An appropriate vacancy is one at the same grade level, which will normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the

position for which the employee was improperly excluded. Priority consideration does not relinquish management's right to select qualified individuals.

Section 7. Employees may initiate a request for reassignment in accordance with applicable Agency policy.

ARTICLE 45

TEMPORARY INTERNAL ASSIGNMENTS

Section 1. All temporary promotions, details, or internal assignments of fifteen (15) calendar days or more to act in higher level or supervisory positions will be documented and entered into the electronic official personnel file (eOPF). Each documented period of a temporary promotion, detail, or internal assignment to act in a higher level or supervisory position shall be cumulative towards any qualifying experience required for career advancement.

Section 2. All other temporary internal assignment of thirty (30) calendar days or more will be documented and entered into the electronic official personnel file (eOPF).

Section 3. The Agency agrees to provide, upon individual request, appropriate counseling and guidance, to an employee not considered/selected to a higher level temporary position. The counseling will address how they may avail themselves of opportunities for self-improvement in order to enhance their career opportunities.

Section 4. An employee selected non-competitively for a temporary promotion shall not have the assignment extended beyond one hundred eighty (180) calendar days.

Section 5. When it is known in advance that a higher level position will be temporarily vacant for a period of thirty (30)

calendar days or more, and a bargaining unit employee is assigned to fill the position for the period of the vacancy, the employee shall be given a temporary promotion. The promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected.

ARTICLE 46

TEMPORARILY DISABLED EMPLOYEES AND ASSIGNMENTS

Section 1. At his/her request, an employee who is temporarily medically or physically unable to perform his/her normal duties may be assigned other duties to the extent such duties are available. If such duties are not available, the Agency may offer alternative assignments within the bargaining unit.

Section 2. Such employees may continue to be considered for promotional opportunities for which they are otherwise qualified.

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

Section 4. Medically restricted or incapacitated employees may be assigned part-time employment at their request in accordance with this Agreement, provided their medical condition does not inhibit their ability to perform available duties.

Section 5. When work is not available under Sections 1 or 4 of this Article, sick leave shall be taken. If the employee's sick leave balance is insufficient to cover the absence, he/she has the option to substitute accrued annual leave, credit hours, or compensatory time.

ARTICLE 47
ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

Section 1. Nothing in this Agreement is intended to limit the applicability of the Rehabilitation Act of 1973, as amended to include provisions of the Americans with Disabilities Act, including the employee's right to reasonable accommodation.

ARTICLE 48
REDUCTION-IN-FORCE (RIF)

Section 1. The Agency shall avoid or minimize a RIF through actions including, but not limited to, attrition, transfers, reassignment of qualified surplus employees to vacant positions; restricting recruitment, and promotions.

Section 2. The Agency agrees to notify the Union when it is determined that a RIF action will be necessary within the unit. The Union will be notified as to the number, types, and grades of positions to be reduced and the vacant positions that Management has authorized for staffing. The notice will include the reasons for the RIF, the number and types of positions affected, and the approximate date the actions will take place. At that time, the Agency and the Union will negotiate in accordance with the Federal Labor Relations Statute, 5 USC 7106 the procedures and appropriate arrangements that Management will follow in the implementation of the RIF this notification shall be made at least ninety (90) days before implementation.

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

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

ARTICLE 49 RETURN RIGHTS

Section 1. Agency return rights programs will be administered in accordance with the FAA Policy as amended, HRPMP EMP-1.16 and associated policy and documents.

ARTICLE 50 INTERCHANGE AGREEMENT

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

ARTICLE 51 AGENCY SURVEYS AND QUESTIONNAIRES

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

Section 2. Agency surveys shall be conducted on the employee's duty time.

Section 3. The Union shall be provided with the organizational distribution of surveys.

Section 4. If feasible, the Union shall be provided a copy of survey results at the same time they are distributed to the corresponding level of the Agency.

Section 5. When possible, the Union shall be afforded the opportunity to review and comment in advance on any publication based on or derived from survey results.

Section 6. Participation in surveys shall be voluntary and anonymity shall be ensured by the Agency.

Section 7. The Agency shall notify and allow the Union representative to participate in all debriefing and action planning sessions as a result of the survey involving bargaining unit employees.

Section 8. This Article does not apply to surveys where the Agency seeks to gather information on mission-related technical issues (e.g. computer hardware, computer software, communications equipment, and similar technology). As part of its overall management responsibility to conduct operations efficiently, the Agency may send such technical surveys or questionnaires to employees directly, provided it does not do so in a way amounting to an attempt to negotiate directly with employees concerning matters properly subject to bargaining with the Union. The fact that technology is used to gather information for a survey does not automatically render it a technical survey, exempting it from this Article.

ARTICLE 52

GOVERNMENT/PRIVATE OWNED VEHICLES

Section 1. It is agreed and understood that Bargaining Unit Employees (BUEs) will not be required to provide a privately owned vehicle for use on Agency business whether on or off the WJHTC facility, or to maintain a privately owned vehicle as a condition of employment.

Section 2. When a government owned motor vehicle (GOV) is not available for official travel away from the employee's duty station the Agency will provide appropriate transportation

ARTICLE 53

INJURY COMPENSATION

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

Section 2. The Agency shall provide Federal Employees' Compensation Act (FECA) claim forms. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees. Once annually, the Agency shall provide employees with information on where to find existing requirements and proper procedures for reporting injuries.

Section 3. If the employee incurs medical expenses or loses time from work beyond the date of injury, including time lost obtaining examination and/ or treatment, the Agency shall submit Form CA-1 to the appropriate OWCP office as soon as possible but no later than ten (10) working days from the date of the receipt of the CA-1 from the employee. In the case of occupational disease, the completed CA-2 shall be submitted to the appropriate OWCP office within ten (10) working days from the date of receipt from the employee. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

Section 4. If, through no fault of the employee, the Agency has failed to submit the CA-1 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

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

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

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

Section 5. The employee is entitled to select the physician or medical facility of his/her choice which is to provide treatment following an on-the-job injury or occupational disease.

Section 6. Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

Section 7. The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.220. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

Section 8. The Union will designate a representative who will be granted twenty-four (24) hours of official time each year to attend an OWCP class sponsored by the Department of Labor.

ARTICLE 54

OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Agency shall abide by 29 CFR 1910, 29 CFR 1926, 29 CFR 1960, FAA Order 3900.19, P.L. 91-596, and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational

Safety and Health and such other regulations as may be promulgated by appropriate authority. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting, water quality, and protection from known hazards.

Section 2. The following procedures shall apply to a safety and health committee established in accordance with Executive Order 12196, including an Occupational Safety, Health, and Environmental Compliance Committee (OSHECCOM). The safety and health committee will establish frequency of meetings. The Union shall be entitled to designate one (1) representative to serve on the committee. Union representative(s) shall be on official time, if otherwise in a duty status, and entitled to travel and per diem when participating in meetings and training required by the safety and health committee. Consistent with the provisions of the Privacy Act, each member of the committee shall have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in facilities where bargaining unit employees work. The committee shall forward recommendations to the appropriate manager for action on matters concerning occupational safety, health, lighting, air quality, ergonomics, and other matters listed in Section 1. The manager shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the manager, he/she shall forward the committee recommendations to the appropriate authority for action as soon as practicable.

Section 3. Union-designated safety and health committee members shall receive training in accordance with 29 CFR 1960.58 and 1960.59(b). Safety and health training provided to bargaining unit members shall be in accordance with 29 CFR 1960.59(a).

Section 4. All employees working in William J Hughes Technical Center buildings shall be provided access to an appropriately stocked first-aid kit.

Section 5. The William J Hughes Technical Center shall periodically review fire evacuation procedures with all personnel. Training on specialized equipment and procedures, such as Evacu-trac, will be provided to volunteers. Fire evacuation plans shall be conspicuously displayed and reviewed with every employee.

Section 6. Agency established first aid, AED, and CPR training course(s) for bargaining unit employees who volunteer for such training will be administered locally. This course may be given by any local agency, which is accredited by the Red Cross or other accredited authority. All training shall be conducted on duty time.

Section 7. In the event of construction or remodeling within a facility, the Agency shall ensure that proper safeguards are maintained to prevent injury to bargaining unit employees.

Section 8. If the Agency initiates or permits the use or storage of chemicals, pesticides, or herbicides at any facility, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide shall be provided to the Union prior to use/storage. Any pregnant/nursing employees or personnel with medical conditions, which could be aggravated by the use of the chemicals, pesticides, or herbicides, shall be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides, and herbicides shall be used in accordance with applicable law and the manufacturer's guidelines and precautions.

Section 9. The Agency shall investigate indoor air quality concerns using the advisory standards of the American Society for Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the Union as soon as they are available.

Section 10. Personal protective equipment, including but not limited to prescription/nonprescription safety glasses, safety shoes, gloves and protective clothing, shall be provided by the Agency in accordance with OSHA standards at no cost to the employee.

Section 11. Bargaining Unit Employees (BUEs) will be entitled to medical surveillance and related protections as mandated by OSHA. Employees shall receive safety training in accordance with 29 CFR 1960.59(a) as it pertains to the performance of their respective duties.

ARTICLE 55

FITNESS CENTER AND PHYSICAL WELLNESS PROGRAMS

Section 1. The Parties recognize that the Fitness Center and physical wellness programs contribute to increased productivity, reduced health insurance premiums, improved morale, reduced turnover, enhance the greater ability of employees to cope with stressful situations, and increase Agency recruitment potential.

Section 2. The following provisions will apply for use of the FAA William J Hughes Technical Center Fitness Center:

1. The Fitness Center may only be used by Federal Employees.

2. Employees using the Fitness Center must follow the "two-person" rule at all times. That is, two employees must be present in the Fitness Center in order for either of them to use the exercise equipment.
3. The Fitness Center will normally be open for use 24 hours each work day. Employees may only use the Fitness Center during non-work time (before or after the employee's work shift, or during the employee's lunch break). The Fitness Center will also be open on weekends and holidays.
4. Employees using the Fitness Center must sign-in and sign-out using the sheets/forms provided at the center. The Technical Center will use a combination of physical spot checking and/or review of the sign-in sheets to monitor Fitness Center conditions and usage.
5. To the extent permitted by budgetary constraints, the Technical Center will maintain the Fitness Center facility and equipment in good working condition.
6. The Technical Center agrees to monitor the Fitness Center with 24 hour a day surveillance cameras and Technical Center security personnel.
7. Employees using the exercise equipment should immediately report any unsafe or inoperable equipment in the Fitness Center to the trouble desk and to the Technical Center Safety Office.
8. Employees must follow all Fitness Center health and safety rules as a condition for Fitness Center usage.

ARTICLE 56

VETERANS WITH DISABILITIES AFFIRMATIVE ACTION PROGRAM

Section 1. The Agency agrees that it has an obligation to assist disabled veterans who, by virtue of their military service, have lost opportunities to pursue education and training oriented toward civilian careers.

Section 2. The Agency agrees to comply with the Department of Transportation's Disabled Veterans Affirmative Action Program as required by 38 USC, Chapter 42.

ARTICLE 57

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The Parties jointly support an organizational environment that values the diversity and differences that individuals bring to the workplace.

Section 2. It is agreed between the Parties that there shall be no discrimination against any employee on account of disability, age, sex, race, religion, color, genetic information, national origin, reprisal, or sexual orientation.

Section 3. It is agreed between the Parties that pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes.

Section 4. The 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 5. At the employee's request, an employee may be accompanied by a Union Representative during an EEO meeting.

Section 6. The Parties jointly support the tenets of the Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 ("No FEAR Act").

ARTICLE 58 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employee Assistance Program is designed to promote the well-being of employees and their family members through counseling and referral for assisting those employees whose personal problems may serve as barriers to satisfactory job performance. The program provides assistance to employees and their family/household members in areas including, but not limited to: family problems (such as marital, parenting, in-law, elder care, and death); stress management; problems with alcohol and other drugs; health concerns such as serious medical conditions, or mental illness; and other areas that could adversely impact an employee's job performance.

Section 2. Participation in the Employee Assistance Program shall be voluntary and employee confidentiality shall be maintained, except where the Counselor has reason to believe that the employee presents a threat to him/herself or others. Records relating to employees' participation in the EAP are subject to the Privacy Act.

Section 3. At least once annually, the EAP contractor shall provide information on the EAP program to each employee. This information may be provided in hard copy or electronically.

ARTICLE 59 MOVING EXPENSES

Section 1. Unless otherwise specified in this Agreement, reimbursement for moving expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP), as amended.

ARTICLE 60 CONTRACTING OUT

Section 1. If the Agency decides to initiate a review to determine if work currently performed by the bargaining unit employees should be contracted out, the Union shall be invited to participate in the review in accordance with Office of Management and Budget (OMB) Circular A-76.

Section 2. Prior to finalizing a decision to contract out work performed by bargaining unit employees, the Agency shall negotiate with the Union to the full extent required by Title 5, United States Code, Chapter 71, this Agreement, and any other applicable authorities.

ARTICLE 61 CALENDAR DAYS

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

ARTICLE 62

GOVERNMENT TRAVEL CHARGE CARD

Section 1. The Government contractor-issued travel charge card shall be used and administered in accordance with the DOT Travel Card Management Policy and this Agreement.

Section 2. If an employee's credit report contains incorrect or incomplete Agency work related information that has negatively impacted the employee's credit worthiness, the employee shall be permitted to contact the credit reporting companies and appropriate National Program Coordinator (NPC) and A/OPC officials while on duty time to take corrective action, operational or mission related requirements permitting. The Employer agrees to promptly assist the employee in correcting the report or removing the inaccurate or incomplete Agency work-related information. Employees may not use duty time to address credit problems unrelated to their Agency employment.

ARTICLE 63

TRAVEL

Section 1. To the maximum extent possible, the Agency shall schedule travel during the employee's regularly scheduled tour of duty. When the Agency authorizes travel outside of an employee's regularly scheduled tour of duty, and travel is not otherwise compensable, the employee will receive compensatory time in accordance with HRPM Policy Bulletin #41, Travel Compensatory Time.

Section 2. Unless otherwise specified in this Agreement, reimbursement for official travel expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP).

Section 3. Employees may receive advance of funds through Government Travel Card. Such advances will be obtained through an Automated Teller Machine (ATM). Employees who have not been issued a Government Travel Charge Card shall be entitled to an advance of funds equal to the maximum amount allowable under FAATP Part 301-51.202.

Section 4. Vouchers are to be submitted in accordance with e-Travel regulations.

Section 5. In accordance with applicable law, the Agency will reimburse the employee for any late payment fees accrued as a result of delayed reimbursement for a timely and correctly submitted travel voucher.

Section 6. The Agency shall take no disciplinary action against an employee for delinquency as a result of delay in reimbursement by Agency.

Section 7. Mileage reimbursement within Continental United States (CONUS) for a privately-owned vehicle shall be limited to the maximum mileage allowance determined by General Services Administration (GSA) and set forth in the FAATP Part 301-10, Subpart D and shall not exceed the cost of the authorized/preferred method when a traveler chooses for personal reasons to use a privately-owned vehicle. When the authorized/preferred method is a government owned/leased vehicle, the mileage reimbursement shall be computed in accordance with the FAATP Part 301-10, Subpart C.

Section 8. A rest period not in excess of twenty-four (24) hours may be authorized if all of the following conditions are met:

- a. Either your origin or destination point is outside CONUS;
- b. Your scheduled flight time, including stopovers, exceeds fourteen (14) hours;
- c. Travel is by a direct or usually traveled route; and
- d. Travel is by less than premium-class service.

Section 9. A periodic return trip home, as provided in FAATP Part 301-10.6(c) is justified for employees performing an extended stay travel assignment or a continuous travel assignment. Any employee performing such an assignment shall be authorized, at the election of the employee, three (3) round trips to his/her home for each year of the detail.

Section 10. In accordance with the FAATP Part 301-30, Subpart B in the event an employee has a personal emergency or incapacitating illness or injury while performing official travel, the Agency may continue to pay for the employee's subsistence expenses at the point of interruption for a reasonable period of time.

Section 11. As an exception to Article 34, Section 10, a manager may determine that a change in an employee's AWS is not required.

If management approves the exception and the employee's temporary duty does not cover the entire pay period, an employee must request to change his or her scheduled regular day off (RDO) in the same pay period as necessary to prevent the day off occurring while in travel status.

ARTICLE 64

TRAINING

Section 1. The Parties agree that continuous learning is a life-long journey in which all employees should participate. It is so fundamental to Agency business that it is essential to the success of the Agency's mission. Investments in more productive personnel are supported by all Parties who agree to work collaboratively to sustain a learning organization. Advances in technology and increased skills are necessary to make Agency employees more productive and to provide improved service to the American taxpayers.

Section 2. The Parties agree that the Agency determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair manner within each work unit.

Section 3. Supervisors may allow personnel participating in job-related educational and training programs duty time for these programs, provided operational requirements permit.

Section 4. Travel and per diem for training outside the FAA William J Hughes Technical Center shall be paid in accordance with applicable policies and this Agreement.

Section 5. In the event the Agency issues a waiver to any of its training policies, the waiver shall be issued in writing and a copy shall be forwarded to the Union.

Section 6. The Agency, at the request of the employee and with employee input, agrees to assist the employee who desires a formal individual development plan. The plan, once established, shall be reviewed once a year by the bargaining unit employee

and his/her supervisor to assess progress on achieving the learning goals and to make any adjustments in the plan to reflect changing requirements of the employee's job assignment and/or resource constraints. The scope of activities in these learning plans may include such things as Agency sponsored training, other federally sponsored training, off-the-job development obtained either through reimbursements in accordance with Section 5 of this Article or at no cost to the Agency, on-the-job assignments or details, college or university sponsored training, professional organizationally sponsored training, etc.

Section 7. Employees are encouraged to participate on their own time in self-initiated educational and training programs directly related to improving their job performance within the profession. Employees may be reimbursed for such training in accordance with the Federal Aviation Administration Personnel Management System (FAA PMS) subject to the availability of funds. Requests for approval and reimbursement must be submitted sufficiently in advance so decisions can be made prior to enrollment. The program shall be made available on an equitable basis to all employees covered by this Agreement. The Agency shall notify employees of Agency sponsored initiatives for receiving outside training and the procedures for application.

Section 8. Employees may request to enroll in certain directed study courses designed to improve their work performance, to expand their capabilities, and to increase their value to the Agency. The Agency may allow personnel to devote duty time to the study of these courses.

Section 9. Employees receiving Agency mandated training shall be permitted reasonable use of government equipment subject to availability and duty time necessary to complete the training.

ARTICLE 65

EFFECT OF AGREEMENT

Section 1. Any provision of this Agreement shall be determined a valid exception to, and shall supersede, any practices which conflict with the Agreement. Future changes to Agency rules, regulations, directives, orders and policies shall only be made pursuant to the notification and bargaining provisions of mid-term bargaining providing such an obligation is triggered.

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

Section 3. Any provision of the United States Code (USC) or Code of Federal Regulations (CFR) which is expressly incorporated by reference in this Agreement is binding on the Parties.

Section 4. With regard to this Agreement, the Agency retains its ability to make and apply changes to orders/policies on decisions that are protected by Statute, specifically the management rights areas found in 5 USC 7106(a) and b(1). Such changes may or may not trigger a bargaining obligation, if they do, negotiations will be handled in accordance with Article 7, Mid-Term Bargaining.

ARTICLE 66

REOPENER

Section 1. In the event legislation is enacted, or applicable Government-wide regulation is adopted, which affects any provisions of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 2. Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this

Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

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

ARTICLE 67

DURATION

Section 1. This Agreement shall remain in effect for thirty-six (36) months from the date it is approved under Section 7114(c), or on the thirty-first day after it is signed by both Parties, whichever occurs first.

Section 2. This Agreement shall be automatically renewed for periods of one (1) year unless either Party gives written notice to the other of its desire to bargain a successor Agreement. If this Agreement is automatically renewed under this Section, the policies of DOT and FAA, current at the time of renewal, shall be controlling where not in conflict or incompatible with the Agreement.

Section 3. Written notice to amend or terminate the Agreement must be given not more than one hundred-eighty (180) calendar days or not less than one hundred-fifty (150) calendar days preceding the expiration date of this Agreement. Notice shall be provided to the President of NFFE Local 1340 or to the Office of Labor and Employee Relations Manager, William J. Hughes Technical Center (WJHTC). Negotiations shall commence not later than thirty (30) calendar days after receipt of the written notice, unless mutually agreed to by the Parties. 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