AGREEMENT

between the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

and the

FEDERAL AVIATION ADMINISTRATION U.S. DEPARTMENT OF TRANSPORTATION

September 12, 2014

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PREAMBLE
PURPOSE AND OBJECTIVES

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. improve working conditions for bargaining unit employees;

d. facilitate the adjustment 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 Administration 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 requiring high standards of employee performance and continual development of these resources in order to meet future challenges and needs to efficiently accomplish the operations of the FAA.

ARTICLE 1
PARTIES TO THE AGREEMENT

Section 1. This Agreement is made by and between the American Federation of State, County and Municipal Employees (AFSCME), Council 26, Local 1653, AFL-CIO (hereinafter "the Union"), and the Federal Aviation Administration, Department of Transportation (hereinafter "the Employer" or "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 bargaining unit employees as certified by the Federal Labor Relations Authority (FLRA) in case number WA-RP-08-0084. (Appendix 1)

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

Section 3. The Agency shall recognize the AFSCME Local President as the primary point of contact for matters affecting the Local. In addition, the Local shall designate an alternate representative who shall serve in the absence of the President.

Section 4. The Agency shall recognize the President of the Local or his/her designee, AFSCME International and Council 26 staff representatives in the negotiation and administration of collective bargaining agreements.

ARTICLE 3
UNION RIGHTS AND REPRESENTATION

Section 1. As the exclusive representative of the employees in the bargaining unit identified in Article 2, Section 1, 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;

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. Appointment of Stewards. The Union will certify to the Agency, in writing, the name(s) of a steward or stewards and alternates in accordance with the following general guidelines. The President will be designated as lead representative and shall be authorized one hundred percent (100%) official representational time to represent all AFSCME bargaining unit employees.

a. The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth:

Up to 99	no additional steward
100 to 199	1 additional steward
200 to 499	2 additional stewards

500 or more 2 stewards plus additional steward for each 100 employees

b. The Union will provide the Agency at least quarterly with a list of officers and stewards. Such list is to include locations, telephone numbers, and other contact information.

c. Upon review and approval by Labor Relations, in accordance with the formula contained in Section 2a, Local 1653 will be allowed to convert four (4) steward positions for a single authorized one hundred percent (100%) official time representational position. Any subsequent similar conversions must be approved by Labor Relations.

Section 3. For purposes of official time, the following shall apply:

a. **Release Time:** Release to official time is a paid, non-duty status. A steward may be released from his or her job duties to use official time to prepare for and participate in representational duties, collective bargaining, and/or impasse proceedings, provided that such representative would otherwise be in a duty status. Release time is not to be used for the performance of internal union business or to participate in political activities on behalf of the Union or in furtherance of the Union's legislative agenda. Part-time Stewards shall submit a written request to the immediate supervisor, or his/her designee, and may be granted up to forty (40) hours of official time per pay period. Disapproval of such requests shall be based on business needs.

b. **Miscellaneous:** 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 release time is not available.

c. In accordance with OPM Memorandum, E-Payroll Collection and Reporting Official Time Data dated September 29, 2005 and DOT Memorandum, Recording Official Time Usage dated September 1, 2006, and in order that the Agency may properly track the use of official time under this Agreement, Union representatives will advise the appropriate Agency official of the category into which the use of official time falls (Term Negotiations, Mid-Term Negotiations, Dispute Resolution, General Labor-Management Relationship) and log it into the LDR, or if applicable, its replacement.

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 assure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union.

Section 2. Employee participation in charitable drives and U.S. Savings Bonds campaigns is voluntary. The Agency shall not schedule mandatory briefings/meetings to discuss charitable drives or U.S. Savings Bonds 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's nepotism policies shall be uniformly administered throughout the bargaining units. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds or accepts a bargaining unit position in another FAA unit covered by this Agreement outside the local area, the Agency will provide priority consideration to the bargaining unit member for in-grade/downgrade reassignment through Employee Requested Reassignment (HRPM EMP-1.14, established February 1, 1999 and effective December 20, 2010) for bargaining unit vacancies at or near the spouse's location before candidates under other placement actions are considered. The Agency retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs shall not be allowed for the spouse beyond those he/she would be entitled to as a family member.

Section 4. In accordance with FAA 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. FAA regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining units.

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.

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 matters affecting working conditions of bargaining unit employees 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, thirty (30) 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 fifteen (15) days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) days of the Union's request, and the Parties will review the proposed changes. The Union may submit written proposals within fifteen (15) days of the meeting or within thirty (30) 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 ten (10) 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 at the bargaining unit level identified in Article 2, Section 3 may enter into written agreements or understandings on matters that primarily affect their bargaining unit. No such agreements may increase or diminish rights, obligations, and/or protections expressly contained in this Agreement unless specifically authorized by this Agreement.

Section 5. The Union at the bargaining unit level identified in Article 2, Section 3 may initiate bargaining on personnel policies, practices, and 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 fifteen (15) days to review the Union's proposal. The Agency may submit written counter proposals within fifteen (15) days of the meeting or thirty (30) 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 acknowledge that there is no need for mid-term ground rules.

ARTICLE 8
RIGHTS OF UNION OFFICIALS

Section 1. The Local President and Vice President/Chief Steward shall retain all rights as designated in Article 3, Union Rights and Representation.

Section 2. In the event there is a reduction-in-force within the Washington National Headquarters or designated unit while the Union official is serving in that capacity, the Union official's future duty status and duty location shall be determined as if he/she was not serving as a Union official.

Section 3. Upon written notice to the Agency that Union service has ended, Union officials shall be permitted to return to duty.

Section 4. 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.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. The Parties are encouraged to use Problem Solving (Appendix 2) as a proactive way to resolve problems prior to resorting to other avenues of dispute resolution, such as the Grievance Procedure.

Section 2. 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.

Section 3. This procedure provides for the timely consideration of grievances. Except as limited or modified by Sections 4, 5, and 16, 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 4. This procedure shall not apply to any grievance concerning:

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

b. retirement, life insurance or health insurance;

c. a suspension or removal under Section 7532, Title 5 USC (relating to national security matters);

d. any examination, certification or appointment (Title 5 USC 7121 [c][4]);

e. the classification of any position which does not result in the reduction-in-level or pay of any employee;

f. the termination of probationary employees.

Section 5. 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 6. 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 7. 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 8. Grievances filed by employees.

Step 1. An aggrieved 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 Executive Director of Labor and Employee Relations. 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.

Failure to provide all of the information listed above shall result in a determination that the grievance is procedurally defective.

If requested in the grievance submission, the Agency shall promptly arrange for a meeting at a mutually agreeable time, to occur no later than ten (10) 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 Agency Step 1

deciding official 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 his/her representative or his/her designee. 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 supervisor within twenty (20) calendar days following the results of Step 1; however, if the second level supervisor is lower than the Division Manager (or equivalent level), the grievance shall instead be submitted to the grievant's Division Manager (or equivalent level). 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 make an oral presentation. Failure to provide all of the information listed above shall result in a determination that the grievance is procedurally defective.

No new issues may be raised. The time limit will continue to run during the period the grievance is returned. If requested, the respondent shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally. The employee and his/her representative will be given a reasonable amount of time to present the grievance. The decision of the Agency Step 2 deciding official shall be delivered to the employee and Union representative within fifteen (15) calendar days following receipt of the written grievance or of the oral presentation, whichever is later. In disciplinary/adverse action cases, a decision shall be delivered to the employee within ten (10) calendar days of the date of the grievance or of the oral presentation, whichever is later. The decision shall be delivered personally to the employee, and/or his/her representative if he/she is on duty. Otherwise, another appropriate method of delivery shall be used. 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 Union is not satisfied with the Step 2 decision, the Union may, within twenty (20) calendar days following receipt of the decision or, if there was no decision, the day the decision was due, request a review of the grievance by the Executive Director of Labor and Employee Relations or his/hers designee via certified mail or other similar system that requires a signature upon receipt Within thirty (30) days of receipt of that request, the Executive Director of Labor and Employee Relations shall issue the Agency's final decision on the grievance and will notify the Union via certified mail or other similar system that requires a signature upon receipt.

Section 9.

Step 1. Grievances filed by the Union on the Agency will be presented in writing to the Executive Director of Labor and Employee Relations and signed by the President or alternate. Grievances filed by the Agency on the Union will be presented in writing to the President and signed by Executive Director of Labor and Employee Relations. The moving party shall file the grievance within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) 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. If the moving Party desires the matter to be submitted to arbitration, they shall

so advise the respondent within thirty (30) calendar days following the receipt of the respondent's answer or the date the answer was due. Arbitration shall be conducted as described in Sections 10, 11, and 12 of this Article.

Failure to provide all of the information listed above shall result in a determination that the grievance is procedurally defective.

Section 10. The Union may, within twenty (20) calendar days following receipt of the decision, notify the Executive Director of Labor and Employee Relations that it desires the matter be submitted to arbitration. The Parties will create a panel of three (3) mutually acceptable arbitrators. An arbitrator on the panel may be removed from the list by either Party by giving a thirty (30) day written notice to the arbitrator with a copy to the other Party. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any case(s) already assigned to him/her. Additionally, the Parties may mutually agree to remove an arbitrator from the panel at any time. In any case where an arbitrator has been removed, another arbitrator shall be mutually selected to fill the vacancy.

Arbitrations shall be scheduled on a first-in first-out basis unless the Parties mutually agree upon an alternate order. If an arbitrator is not selected and an Agreement on the scheduling of a hearing is not reached within one hundred and eighty (180) days, the grievance is automatically void.

Section 11. The arbitrator shall hear the grievance as promptly as practicable on a date and at a site mutually agreeable to the Parties. The Agency agrees to adjust the schedules of witnesses, to allow them to appear in a duty status. The Parties will exchange lists of potential witnesses to an arbitration hearing and copies of exhibits five (5) days prior to the scheduled hearing. Each Party shall bear the expenses of its own witnesses who are not employed by the FAA, 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.

The arbitrator shall submit his/her report to the Parties' advocates as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding. When the grievance is denied in full or sustained in full, the arbitrator's fees and expenses shall be borne by the Party that did not prevail. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses. In all other cases submitted for arbitration that are not sustained in full or denied

in full, the arbitrator's fees and expenses of arbitration incurred shall be borne equally by the Parties.

Section 12. 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.

Section 13. 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 14. The Parties retain their rights under Titles 5 USC 7122 and 7123.

Section 15. The Parties may, by mutual agreement, stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 16. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision. The arbitrator shall render a decision on the arbitrability of a grievance as a threshold issue but shall not conduct a bifurcated hearing unless mutually agreed by the Parties.

Section 17. The Agency recognizes its obligations under 5 USC 7114(b)(4) to provide information as is relevant and necessary to the processing of a grievance to the extent consistent with applicable law and regulation.

ARTICLE 10
DISCIPLINARY AND ADVERSE ACTIONS

Section 1. This Article covers actions involving written reprimands, suspensions, removals, reductions-in pay or pay band, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations or action by Congress. This Article does not apply to the removal of probationary 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 may be considered before taking a more severe action.

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 (PMS), Chapter III, Paragraph 3, dated March 28, 1996.

Disciplinary/adverse actions shall not be taken against an employee except for such cause as will promote the efficiency of the service.

Section 4. The facts pertaining to a disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after the facts have been made known to the Agency.

Section 5. The following procedures will be used to take disciplinary/adverse actions:

a. No prior notice is required when issuing a written reprimand. The Agency shall give the employee written notice proposing other disciplinary/adverse actions. The notice period for a proposed suspension of fourteen (14) days or less shall be a minimum of fifteen (15) calendar days. The notice period shall be a minimum of thirty (30) calendar days for proposed suspensions of more than fourteen (14) calendar days, reduction in pay or pay band, or removal. The notice must state the following:

   (1) the specific reason(s) for the proposed action in sufficient detail for the employee to make a reply;

   (2) a statement informing the employee of the right to make an oral and/or written reply, the time limits to do so, and to whom the reply should be made;

   (3) a statement of the employee's right to have personal representation during the reply period; and

   (4) a statement of the employee's right to review all the material relied upon to support the proposed action and copies unless otherwise prohibited by law.

b. The employee has the opportunity to reply to the notice orally and in writing within fifteen (15) calendar 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) calendar days to reply.

c. The Agency shall consider the employee's reply, and then give the employee a written decision concerning the proposed action. The written decision shall fully set forth the basis for the decision and advise the employee of his/her right to grieve or appeal the decision.

Section 6. In addition to the provisions of Section 5, the provisions of HRPM ER-4.8, Addressing Unacceptable Performance, established November 21, 2002 and effective August 19, 2003, are applicable to cases of reduction in pay or pay band, or removal for unacceptable performance.

Section 7. 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) calendar 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 if requested by the employee, will be scanned into the employee's electronic-official personnel folder (e-OPF). The reprimand shall be removed from the employee's e-OPF after two (2) years from the effective date of the reprimand.

Section 8. 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. The employee and his/her representative, if an FAA employee or Union representative, if otherwise in a duty status, shall be granted a reasonable amount of excused absence and official time for preparation and presentation of oral and/or written replies to proposed actions under this Article.

Section 9. Although not exhaustive, the FAA's Table of Penalties may be used, when applicable, as a guide to determine an appropriate penalty along with HRPM ER-4.1, Standards of Conduct established August 11, 2000 and updated July 14, 2008. 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 should 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 10. In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Agency shall consider the FAA Factors as outlined in the Personnel Management System (PMS), Chapter III, Paragraph 3 (Douglas Factors). These factors do not apply to non-disciplinary actions, such as performance-based actions.

Section 11. Any notification to an employee, which is not made personally, shall be accomplished by a verifiable delivery service such as certified mail return receipt requested, Federal Express, or electronically with return receipt.

Section 12. An employee against whom an adverse/disciplinary action is taken may grieve that action under Article 9, Grievance Procedure, 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. The authorized official of the Union will include the Union Local number on the SF-1187 as the appropriate payroll identification for AFSCME. 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, but failure to provide it when used as the employee identification number may mean that payroll deductions cannot be processed. Absent a Social Security Number, the employee should provide the office location, routing number, and office telephone. Absent this information, the Agency will be without fault.

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 to the appropriate payroll processing center in accordance with the procedures below:

(1) **First year members**: An SF-1188 may be filed any time by an employee during the thirty (30) calendar day period beginning forty-five (45) days prior to the anniversary date of his/her first dues withholding and ending fifteen (15) days prior to the anniversary date. It is the employee's responsibility to ensure timely filing of his/her revocation forms. Revocation forms shall only be accepted by the Agency during this time period. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

(2) **All other members**: March 1 shall be the annual date for all revocations of Union dues. The employee must complete and submit an SF-1188 to the Agency between the dates of January 1 to January 31 of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the appropriate Agency payroll processing center shall discontinue withholding the dues from the employee's pay effective only with the first full pay period which begins after the following March 1. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

c. Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Statement of Earnings and Leave. Employees shall, through appropriate channels,

notify the payroll-processing center promptly of any errors. Failure or delay by an employee to promptly initiate and actively pursue any such errors may release the Agency and the Union from any obligation to reimburse the employee for dues withheld.

Section 3. Union Responsibilities

a. The Union shall be responsible for purchasing 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.

b. If the rate/amount of dues is changed by the Union, the Union will notify the Executive Director, Office of Labor and Employee Relations, 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. Each bargaining unit that is a party to this multi-unit agreement may set its own rates/amount of dues.

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 a check for the total amount of dues deducted each pay period shall be authorized by the appropriate payroll-processing center. The check shall be made payable to AFSCME Council 26 and mailed to an address designated by the Union not later than ten (10) working days after the close of each pay period. With each check, the Union shall be provided with a list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying check. A list shall be provided in paper copy, or electronically if agreed to by the Parties. A separate list and check will be prepared for each bargaining unit.

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.

c. To ensure dues withholding without interruption for employees who change position within the bargaining unit, the Agency shall implement the following actions:

(1) Automatically generate in the remarks section of the employee's Notification of Personnel Action (SF-50) the statement "Continue Dues Withholding, If Applicable".

(2) Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee moves from one bargaining unit position to another.

(3) Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.

(4) In the event that dues are discontinued erroneously, the Agency shall automatically reinstitute previously submitted SF-1187 on the dropped employee's behalf. The Agency shall be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination. Recoupment from the employee, if any, shall be in accordance with Section 4f of this Article.

d. The Agency shall terminate dues withholding as soon as practicable when an employee leaves a bargaining unit position, either temporarily or permanently, by effecting the following actions:

(1) Automatically generate in the remarks section of the employee's Notification of Personnel Action (SF-50) the statement "Employee Has Left Bargaining Unit; Terminate Dues Withholding, If Applicable".

(2) Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee leaves the bargaining unit position.

(3) Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.

In the event that an employee's dues are continued erroneously due to the action or inaction of the Agency, the Agency shall be responsible for reimbursing the employee, consistent with the provisions of Section 4f of this Article.

e. The Agency shall not refer former bargaining unit employees to the Union to obtain refunds for erroneously withheld dues.

f. If the Agency makes an erroneous payment to the Union or employee, the Agency shall correct the erroneous payment by billing the Union or employee directly within thirty (30) days from the payment date. After the Agency bills the Union or employee to correct an erroneous payment, the Union or employee shall verify that the billing is correct and repay the erroneous payment to the Agency within thirty (30) days of being notified of the error. If there is no dispute concerning the overpayment, the Union or employee may negotiate a payment schedule with the Agency. The Union or an employee may request a waiver of overpayment in accordance with the Agency's directives. Upon such a request, any repayment will be held in abeyance pending a final decision.

ARTICLE 12
OFFICE SPACE

Section 1. Placement of bargaining unit employees within FAA facilities will be based on the Agency's need for co-locating work units. Specific assignments of bargaining unit employees to individual work spaces within the work unit area will be subject to the following protocol:

a. Employees will be assigned to work spaces designated as bargaining unit work spaces. Employees will not be assigned to work spaces or offices designated for management or other non-bargaining unit personnel.

b. Assignment of bargaining unit personnel to priority seating (e.g. adjacent to windows or other amenities) will be based on pay bands, grades, steps as appropriate, and service computation date (SCD).

c. Contractors will not be assigned to priority seating in the bargaining unit work space.

Section 2. Office Moves. In the event the Agency reassigns bargaining unit employees either individually or in a group to a different work space, the Agency will adhere to the following protocol:

a. The Agency will notify the Union at least three (3) weeks in advance and the affected employee(s) at least two (2) weeks in advance of the projected date of the planned move. In the event of a move involving more than ten (10) bargaining unit employees but less than thirty (30) bargaining unit employees, the Agency will notify the Union at least forty-five (45) days in advance of the projected date of the planned move. In the event of a move involving thirty (30) or more bargaining unit employees, the Agency will notify the Union at least sixty (60) days in advance of the projected date of the planned move. Notice to the Union under this Section will include the following information:

(1) floor plans showing pre- and post-move location of all affected bargaining unit employees;

(2) names, pay bands, grades, steps as appropriate, and SCD for all bargaining unit employees to be moved; and

(3) the projected date of the move.

b. The Agency will provide affected employees with moving boxes for their use in moving their business and personal items. Although the Agency will physically move the packed boxes to the new location, the Agency will not be responsible for damage or loss to any personal items packed in the boxes.

c. Affected bargaining unit employees will be afforded up to eight (8) hours to pack and unpack.

d. The Agency will transfer telephone service and move computers to the new location.

Section 3. With respect to moves involving more than ten (10) bargaining unit members, the Union retains its rights to negotiate with respect to matters not covered by this Article. In the event the Union exercises that right, the Union will submit bargaining proposals to the Agency normally within twenty (20) days after receiving notice of the move, and the Parties agree to try to conclude negotiations on or before the projected date of the move.

ARTICLE 13
USE OF AGENCY FACILITIES

Section 1. The Agency, shall provide a separate bulletin board for posting of Union materials in a non-work area location.

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

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

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

Section 5. 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 with a monthly report by organizational unit listing all bargaining unit names, service computation

dates, classification, title, pay levels, bargaining unit status, hires, transfers, promotions, reassignments, resignations, retirements, and deaths.

Section 2. The Agency will provide the Union President, on a monthly basis, a complete FAA Headquarters personnel listing by bargaining unit status code including organization code, name, supervisory code, position title, and grade or band.

a. The Agency will continue to provide this service until such time as the number of employees with contested bargaining unit status is fewer than two hundred (200). When this milestone has been reached and maintained for a period of three (3) months, the Agency will discontinue the monthly reports.

b. The Union may then request one (1) report including this information as often as once every three (3) months. The Agency will continue to provide this service until such time as the number of employees with contested bargaining unit status is fewer than one hundred (100). When this milestone has been reached and maintained for a period of six (6) months, the Agency will discontinue the monthly reports.

c. The Union may then request one (1) report including a complete FAA Headquarters personnel list outlining bargaining unit status as often as once every six (6) months.

Section 3. The reports referred to in this Article shall be transmitted in electronic format.

ARTICLE 15
PRINTING OF THE AGREEMENT

Section 1. The Agency shall print this Agreement in booklet form and distribute a copy to each employee in the unit, including employees who enter into bargaining unit positions during the life of this Agreement. The Agency shall also provide two hundred (200) copies to AFSCME at Headquarters. An electronic copy of the Agreement shall be available on the FAA Intranet.

ARTICLE 16
AGENCY DIRECTIVES

Section 1. AFSCME Council 26 and Local 1653 shall be provided access to the HRPM, FAPM, PRIBs, and FAA orders and notices which relate to personnel policies, practices, and working conditions of employees in the bargaining unit. Agency directives will be maintained and/or available electronically.

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

ARTICLE 17
JOB DOCUMENTATION

Section 1. Bargaining unit position category definitions, position level definitions, or assignment of a position to a category shall be in accordance with HRPM CORE COMP-2.3C, established and effective March 12, 2002.

Section 2. Upon request, the Agency shall provide an employee covered by this Agreement with an accurate and current position level and category definition. If an employee believes that his/her position level job title or job category is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. Employees who perform duties that are substantially distinct from duties performed by other employees in the same organizational unit with the same job title shall be provided with a general description of the distinct major duties and responsibilities upon request.

Section 3. An employee shall not normally be required to perform duties that do not have a reasonable relationship to his/her job category and career level descriptors. When it becomes necessary to assign duties that are not reasonably related to the employee's job category and/or career level descriptors and are of a recurring nature, the job category and/or career level descriptor(s) shall be amended to reflect such duties.

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.

ARTICLE 19
SENIORITY

Section 1. AFSCME will determine seniority for purposes of this Agreement. The choice of seniority will be one (1) or a combination of the following:

a. Pay Band (or Grade and Step if applicable);

b. Service Computation Date;

c. Time in service with the FAA;

d. Time in AFSCME bargaining units; and/or

e. Time in pay level

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

Section 2. The seniority formula shall not be changed more than once a year. The Union is responsible for maintaining the seniority list based on information provided by the Agency. The formula and lists shall be provided to the Agency when they are created and updated.

Section 3. Any errors or disputes regarding seniority are the sole responsibility of the Union.

ARTICLE 20
PERFORMANCE EVALUATION

Section 1. In accordance with HRPM PM-9.1, Performance Management System (PMS), the Parties agree that a performance plan is a written document between an employee (or team) and his or her manager. The performance plan

contains two (2) parts. The first part describes what has to be done during the performance cycle, how well it has to be done, and how the accomplishment will be measured. This part of the plan is based primarily on the goals of the organization that link directly to the FAA Flight Plan and the employee's Job Analysis Tool (JAT). The second part identifies training, developmental work assignments, and individual development desires and/or other developmental needs proposed for/by the employee for the upcoming cycle.

Section 2. The plan is developed locally by the manager with input and feedback from the employee. All plans will be developed within thirty (30) days of the start of the performance cycle which begins on October 1.

a. The plan will be modified with employee input when the position duties and responsibilities change or the position performance outcomes and/or expectations change.

b. The employee will assist the manager in identifying developmental needs required to fulfill the established performance plan.

c. Every effort will be made to avoid making changes to the performance plan less than ninety (90) days before the end of the performance cycle.

d. If an employee does not have the opportunity to perform work described by the performance plan, that lack of opportunity will be considered when the Agency prepares the final performance summary. The Agency should take into account any mitigating circumstances outside of an employee's control when assessing the employee's performance against the performance plan.

Section 3. Each bargaining unit member will receive a mid-year and end-of-year performance feedback session. Management will provide a timely signed copy of the mid-year evaluation. Management will provide a signed copy of the end of year evaluation within thirty (30) days of the end of the performance cycle. In addition to these performance feedback sessions, the Agency will conduct coaching and feedback sessions, as necessary, during the performance cycle to discuss any performance problems.

Section 4. The performance summary is a consolidation, discussion, and acknowledgement of employee accomplishments and effectiveness throughout the performance cycle. The summary:

a. provides an assessment of actual achievements based on the outcomes and expectations contained in the performance plan;

b. includes a synopsis of formal feedback received during the performance cycle; and

c. contains highlights of developmental activities undertaken during the period.

The performance summary represents the review of record for the performance cycle.

Section 5. Employees shall be rated as acceptable in achieving performance goals, or unacceptable in achieving performance goals on their overall performance.

Section 6. In accordance with HRPM ER-4.8, Addressing Unacceptable Performance, if at any time during the performance cycle an employee's performance is determined to be unacceptable in any primary outcome, management must provide the employee with a reasonable opportunity to demonstrate performance (ODP).

a. As part of the employee's ODP, the manager will write a plan which identifies the primary outcome(s) for which performance is unacceptable, what the employee must do to improve his/her performance to be retained in the job, and what the Agency will do to assist the employee.

b. During the period for improving performance, the manager will, as stipulated in the ODP, provide the employee with written and/or oral review, as discussed in the ODP, identifying the employee's progress and identifying any areas still needing improvement.

c. If the employee fails to demonstrate acceptable performance during the opportunity period and his/her performance remains unacceptable at the close of the opportunity period, management may either reassign the employee to another position where management believes acceptable performance can be achieved, reduce the employee's pay, demote the employee, or remove the employee from FAA and from the Federal service. There is no requirement to establish a position or restructure the employee's current position in order to avoid reducing an employee's pay, demote an employee or remove an employee from FAA and from the

Federal service. If reassignment is chosen, management must document the rationale for why it is believed acceptable performance can be achieved in the position where the employee is being reassigned.

d. Should the employee achieve successful performance in the primary outcome(s) by the end of the ODP, the employee will be notified that he/she must sustain successful performance in the deficient primary outcome(s) for at least one (1) year from the date the employee demonstrates acceptable performance or action will be initiated to reassign, reduce in pay, demote or remove the employee from the FAA without a second ODP.

Section 7. The employee's signature, after the review of his/her performance summary, indicates that he/she has reviewed the completed performance summary and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights to file a grievance. The employee may make comments in the remarks section or attach them on a separate page.

ARTICLE 21
RECOGNITION AND AWARDS PROGRAM

Section 1. The awards described herein are separate and distinct from and not in lieu of the Headquarters compensation system as described in Article 36, Salary System, and Article 20, Performance Evaluation.

Section 2. 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 FAA Flight Plan 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 3. The Agency shall notify the Local President or his/her designee, 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 4. The Parties at the bargaining unit level agree to meet annually to discuss the recognition and awards program.

Section 5. 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, or other DOT/FAA file(s) shall comply with the applicable provisions of the Privacy Act, FAA/DOT regulations, and this Agreement. This includes those files maintained at the employee's Unit. 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 FAA initiated material which are placed in his/her eOPF or EPF 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, or DOT/FAA file in the presence of a Management official, provided access to that information is in accordance with the applicable provisions of the Privacy Act and other applicable 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, and Security file(s) 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 or Security file 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 AND PARKING FOR EMPLOYEES

Section 1. Transit benefits shall be provided as outlined in FAA Order 1530.1, issued May 26, 2000. 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. Parking accommodations at FAA occupied space shall be governed by applicable laws and regulations. Motorcycle parking passes shall be available for purchase for the same time frames as automobile passes. Available spaces shall be administered in accordance with DOT Order 1750.1, issued March 21, 1995.

Section 4. Distribution of parking passes shall be quarterly and metro cheks/tickets shall be distributed monthly. An employee may designate another Agency employee to retrieve his/her parking pass with appropriate written authorization.

Section 5. 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 outside the Orville building (FOB-10A). 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 FAA's Voluntary Leave Transfer Program (VLTP), HRPM LWS-8.12, established September 30, 2010 and effective September 30, 2010,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, established June 28, 2004 and effective June 13, 2011,and HRPM LWS-8.2, Leave Options to Care for a Family Member, established June 28, 2004 and effective April 25, 2010.

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.

Accrued leave earned when a leave recipient works for part or all of a pay period is placed in the employee's regular sick and annual leave accounts.

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 HRPM LWS-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 a prolonged period of time 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.

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

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

ARTICLE 26
LEAVE

Section 1. Annual Leave

a. Annual leave will be administered in accordance with HRPM LWS-8.3, Annual Leave, established May 4, 2005 and effective May 27, 2008. 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, established June 28, 2004 and effective June 13, 2011.

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, established and effective May 4, 2005.

h. Employees shall be permitted to carry over up to two hundred and fifty-six (256) 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 carryover 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. The number of hours of sick leave used shall not, in and of itself, constitute sufficient cause for sick leave counseling.

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

f. 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.

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

h. In accordance with HRPM LWS-8.1, front-line managers 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.

i. Federal Employees Retirement System (FERS) employees shall receive credit for unused sick leave in accordance with applicable law.

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 established and effective May 4, 2005. 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 HRPM LWS-8.2, if the granting of such leave is otherwise consistent with current FAA policy governing the granting and use of annual or sick leave.

e. In accordance with the FMLA and HRPM 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;

   (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.

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. 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.

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.

ARTICLE 28
HOLIDAYS

Section 1. The following are legal holidays:

- New Year's Day - January 1
- Birthday of Martin Luther King, Jr. - third Monday in January
- President's Day - third Monday in February
- Memorial Day - last Monday in May
- Independence Day - July 4
- Labor Day - first Monday in September
- Columbus Day - second Monday in October
- Veterans' Day - November 11
- Thanksgiving Day - fourth Thursday in November
- Christmas Day - December 25
- Any other legally declared applicable Federal holiday, including Inauguration Day for D.C. area employees 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. An employee shall be entitled to pay at the rate of double his/her basic pay for work performed, not in excess of eight (8) hours, on a holiday or

an in lieu of holiday, for any reason. Holiday pay is paid in addition to any other premium pay granted for overtime or night work and in addition to the hazard pay differential. An employee on holiday leave shall be entitled to his/her basic rate of pay for that time during which the employee is on holiday leave.

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 established May 4, 2005 and effective August 4, 2009.

Section 2. Employees shall be allowed up to four (4) hours excused absence based on staffing and workload requirements in accordance with HRPM LWS-8.8 in connection with each blood donation. If proof of attendance is required, employees shall be notified in advance.

Section 3. Employees may be granted excused absence for brief tardiness of up to 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 LWS-8.8. Employees will provide justification for the use of this time. This Section is not inclusive of any time provided for under FAATP 302 and Article 58, Moving Expenses.

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 HRPMs LWS-8.7, Funeral Leave, established and effective May 4, 2005 and

LWS-8.4, Military Leave, established and effective May 4, 2005 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, established June 28, 2004 and effective June 13, 2011.

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.

ARTICLE 31
SUBSTANCE TESTING FOR SECURITY POSITIONS

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 Union President or his/her designee shall be notified of the arrival at the facility of the collector for the purposes of conducting substance testing of bargaining unit employees. The Agency shall advise the Union President or his/her designee of the maximum number of employees to be tested. Absent an emergency or other special circumstance, the President, or his/her designee, will be released for the purpose of performing representational duties. The representative, or his/her designee, will be notified when substance testing has been completed. Upon request, the Agency will inform the representative of the number of people tested at the facility and the number of employees to be rescheduled. The Union may request a copy of the annotated test list, in writing. All privacy data will be removed from the copy prior to delivery to the Union.

Section 3. An employee who wishes to have a Union representative present during 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. The Union President shall be given a copy of the Agency's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation. In addition, one (1) Union representative shall be permitted to accompany officials of the Agency on an inspection of the

testing laboratory once a year, if the Agency conducts such an inspection. The Agency agrees to provide the Union, on an annual basis, an updated list of the Department of Health and Human Services (DHHS) approved laboratories.

Section 5. Employees will be given notice privately where and when to appear for substance testing.

Section 6. The Agency recognizes its obligations under the Privacy Act with respect to information about bargaining unit employees and their connection to substance testing including non-disclosure by collectors/contractors.

Section 7. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared 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 8. The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling, and refrigeration of urine samples prior to testing are followed.

Section 9. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

Section 10. 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 11. Only employees who are in a duty status shall be subject to substance testing.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 dated October 10, 2010.

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 all bargaining units 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, established June 30, 2006 and effective September 7, 2010.

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

a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;

b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;

c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;

d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;

e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

Section 2. The Agency agrees to maintain a telework program under this labor Agreement which makes telework opportunities the rule rather than the exception.

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 FAA 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 FAA 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 customers 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. In addition to the criteria above, employees must:

a. Maintain performance of at least fully successful, or the equivalent

b. No documented need to improve performance

c. Meet Federal Government and agency standards of conduct

d. Comply with the terms of the Agency's telework policy

Section 6. 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 7. To begin the process of becoming a teleworker, follow the procedures in Sections 24a and 24b of HRPM WLB-12.3.

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, dated March 13, 2006. 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 Sensitive Unclassified Information dated February 1, 2005, 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 FAA 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 HRPM LWS-8.15, Alternative Work Schedules, established and effective May 4, 2005, and Article 34, Normal Working Hours and Alternate Work Schedules (AWS).

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 employee shall notify the Agency immediately following a malfunction of government-owned equipment.

ARTICLE 34
NORMAL WORKING HOURS AND ALTERNATIVE WORK SCHEDULES (AWS)

Section 1. 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 2. 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, established and effective May 4, 2005, 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 3. 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 a.m. to 9:30 a.m. and 2:30 p.m. to 6:00 p.m., Monday through Friday. Organizations may establish different flexible time band to meet operational and geographic differences.

Section 4. 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 5. 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 carryover more than one-quarter of the employee's bi-weekly 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 6. All regularly scheduled work tours must be accomplished between the hours of 6:00 am and 6:00 pm.

Section 7. 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 8. 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 bi-weekly pay period. In accordance with HRPM 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. 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 HRPM LWS-8.15 Section 16(c).

Section 9. 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 10. 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 HRPM LWS-8.15, Alternative Work Schedules, established and effective May 4, 2005;

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, dated May 4, 2005.

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. In administering any personnel ceiling applicable to the Agency, an employee employed on a part-time career employment basis shall be counted as a fraction which is determined by dividing forty (40) hours into the average number of hours of such employee's regularly scheduled work week.

Section 13. 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 SYSTEM

Section 1. Definitions

a. Basic Pay. The annual rate of pay paid to an employee, not including locality pay, premium pay, or differentials.

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

c. Locality Pay. Locality Pay: Eligible bargaining unit employees will continue to receive the locality pay in addition to Basic Pay and will have their locality pay adjusted annually, consistent with government-wide changes (Title 5) coincidental with the January pay increase. Basic Pay is used to calculate pay actions and then applicable locality pay is applied on the Basic Pay in effect.

Section 2. The following shall be used for all conversions from the General Schedule or FG system to the pay plan:

Grade-to-Level Assignments (non-managerial)					
Category	**Level 1**	**Level 2**	**Level 3**	**Level 4**	**Level 5**
Student	FG 1/2	FG 3/4	FG 5/7/9	--	--
Clerical Support	FG 1-4	FG 5/6	FG 7/8	--	--
Admin. Support	FG 3-6	FG 7/8	FG 9/10	--	--
Technical Support	FG 5/6	FG 7/8	FG 9/10/11	--	--
Paraprofessional	FG 7/8/9	FG 10/11	FG 12/13	--	--
Professional	FG 5/7/9	FG 11	FG 12	FG 13	FG 14/15
Technical	FG 5/7/9	FG 11/12	FG 13	FG 14	FG 15
Engineering	FG 5/7/9	FG 11/12	FG 13	FG 14	FG 15
Specialized	Varies by Job Series				

Section 3. Rules of Conversion. The following rules of conversion regarding pay rates will be applied to all bargaining unit employees. No employee will suffer a reduction in current pay as a result of conversion.

a. Upon conversion, all eligible employees shall receive a within-grade (WIG) buyout in accordance with the Agency's published methodology.

b. The highest pay band for Air Traffic Control Specialists is Pay Band K. Air Traffic Control Specialists at the FG-14 level will be converted to the J Band.

(1) Air Traffic Control Specialists will be promoted from the J Band to the K Band when the Agency determines that:

(a) The higher level work is available;

(b) The employee is capable of performing the higher level work; and

(c) The organization has the budget to support the higher level position.

(2) Air Traffic Control Specialists promoted under this subsection will receive a zero (0%) to fifteen (15%) percent increase.

c. The highest pay band for Attorneys is Pay Band K. Attorneys at the FG-14 level will be converted to the J Band.

(1) Attorneys will be promoted from the J Band to the K Band when the Agency determines that:

(a) The higher level work is available;

(b) The employee is capable of performing the higher level work; and

(c) The organization has the budget to support the higher level position.

(2) Attorneys promoted under this subsection will receive a zero (0%) to fifteen (15%) percent increase.

Section 3. New Hire Pay. A "new hire" is an employee hired into a bargaining unit position from outside the FAA. The Agency may pay a new hire at any rate within the applicable pay band that it determines appropriate.

Section 4. Pay Upon Promotion or Classification Change to Higher Band. Except as provided in Section 5 below, upon promotion or reclassification to a higher pay band, an employee's rate of pay shall increase by zero (0%) to fifteen (15%) percent, but in no case less than the amount necessary to pay the employee the minimum rate in the new pay band.

Section 5. Reclassification Due To Change in Job Duties. An employee shall not normally be required to perform duties that do not have a reasonable relationship to his/her job description. When it becomes necessary to assign duties that are not reasonably related to the employee's job description and are of a recurring nature, the job description shall be amended to reflect such duties.

Section 6. Employees in 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 target level for the position; and

c. advertised with promotion potential to the target level for the position stated on the vacancy announcement.

When promoting an employee who is in a career ladder position, the Agency shall increase the employee's pay by zero (0%) to fifteen (15%) percent. When determining the percentage of the increase, the Agency shall take into consideration what the employee's salary would have been absent conversion, and set the new salary as close to that salary as possible within the limits of this Article. In no event will an employee be paid less than the minimum of the pay band.

Section 7. Pay Upon Demotion

a. An employee involuntarily demoted without personal cause shall maintain his/her rate of pay.

b. An employee demoted without personal cause but at his/her request shall maintain his/her rate of pay up to the maximum of the new pay band.

c. An employee demoted for cause (conduct and/or performance) shall have his/her pay reduced to the comparable point in the lower pay band. If an employee is demoted from one pay band to another, the

Agency retains responsibility for ensuring assignments are commensurate with the new job description and classification.

Section 8. 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 9. Annual Pay Adjustments

a. Each employee will receive an annual increase to Basic 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 2015, January 2016, and January 2017. If the annual increase to Basic Pay will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period of January 2015, January 2016, and January 2017.

b. In lieu of the OSI/SCI, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Basic Pay, not to exceed the pay band maximum, effective the first full pay period in June 2015, June 2016, and June 2017. If the adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June 2015, June 2016, and June 2017. The annual length of service adjustment to Basic Pay shall not be granted in any year in which a prohibition on step increases under the General Schedule (GS) is enacted by Statute.

Section 10. Special Rates. In the event the U.S. Office of Personnel Management establishes special rates for classification(s) in the bargaining units, the Parties shall negotiate in accordance with Article 7, Mid-Term Bargaining.

ARTICLE 37
BACK PAY

Section 1. In accordance with 5 USC 7122(b), the Parties acknowledge that the Arbitrator has the authority to render a remedy in accordance with the provisions of
5 USC 5596.

ARTICLE 38
OVERTIME PAY

Section 1. The Agency may require unit employees to work overtime. 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 not 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 on an AWS will be in accordance with HRPM LWS-8.15, established and effective May 4,

2005. 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 work.

ARTICLE 39
PAY ADMINISTRATION AND PAY PROCEDURES

Section 1. Promotions to positions within each unit, 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 2. When an employee becomes entitled to two (2) pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit.

Section 3. There shall be biweekly pay periods. The Agency shall designate a payday, which should be on the earliest day practicable following the close of the pay period. The payday shall not be later than the second Tuesday after the close of the pay period.

Section 4. Earnings and leave statements shall be available online for employees no later than the second Tuesday after the close of the pay period.

Section 5. The Agency shall issue W-2 forms and wage and tax statements no later than January 31 of each year.

ARTICLE 40
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 in accordance

with FAA Order 3550.10 dated July 9, 1970 and FAA Order 3350.2C Appendix 2, Q&A 20 dated October 17, 1994.

Section 2. Severance pay consists of:

a. A basic severance allowance computed on the basis of one (1) week's basic pay at the rate received immediately before separation for each year of creditable 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) week's basic 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.

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.

c. Severance pay under this Section may not exceed one (1) year's pay at the rate receiving immediately before separation.

Section 3. After separation, severance pay is paid in approximately the same amount and at the same intervals as regular pay, until the amount due to an individual is exhausted.

ARTICLE 41
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 websites 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 websites 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 websites 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 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 at the national level shall provide information to the Union President. 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 42
MERIT PROMOTION, APPLICATIONS, AND INTERNAL PLACEMENT

Section 1. All vacancy announcements to be filled in the bargaining unit through merit promotion procedures shall be advertised for a minimum of fifteen (15) days before closing. The Agency shall post all vacancy announcements on the opening date on the FAA Intranet/Internet.

Section 2. Employees may initiate a request for reassignment in accordance with HRPM EMP 1.14, established February 1, 1999 and effective December 20, 2010. Candidates must be eligible for non-competitive permanent assignment and must submit written requests for reassignment directly to the line of business in which they seek reassignment. The type of position applied for and specific location must be stated. These applications will be acknowledged by the appropriate line of business office within fourteen (14) business days.

Section 3. Applications under Section 1 will remain active for a period of fifteen (15) months from the date of receipt. After fifteen (15) months, the application will be discarded unless the employee has updated it.

Section 4. The following shall apply to "upward mobility" positions under HRPM EMP-1.21 established October 16, 1998 and effective March 9, 2005. An employee who has been selected for an "upward mobility" position (requiring no further competition for promotion up to the specified target level) shall be promoted to the next higher level when:

a. the supervisor certifies that the work exists at the higher level;

b. the employee is qualified to perform that higher level work; and

c. the employee, if in an upward mobility position, has met all of the requirements of his/her formal training agreement.

Section 5. Vacancy announcements shall accurately describe the major duties and responsibilities of the position(s) to be filled. 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 6. All qualification requirements shall be posted on the vacancy announcements at the time the announcement is made. Specialized (selective) qualification requirements shall include only knowledge or skills that are determined to be essential to perform the duties and responsibilities of the position, and cannot normally be learned through a short orientation or on the job training period and may not be designed to give any applicant an undue competitive advantage. Specific education or licensing requirements must be in accordance with OPM's Qualification Standards for General Schedule Position.

Section 7. If the position(s) covered on the vacancy announcement may be filled at more than one (1) level or in more than one (1) job series, the announcement must specify all pay levels and job series in which the position(s) may be filled. If a vacancy announcement may be used to fill other positions, it must state the number of positions to be filled. If permanent change of station (PCS) is going to be offered, PCS information will be provided on the announcement.

Section 8. All bids must be received by the office designated on the vacancy announcement, or postmarked no later than the closing date on the announcement.

Section 9. All bids shall be receipted for by the appropriate official and a copy of the receipt shall be promptly mailed or e-mailed to the employee.

Section 10. If as a result of a grievance being filed under this Article, either the Agency agrees or an arbitrator decides that an employee was improperly excluded from the referral list, he/she will receive priority consideration for the next appropriate vacancy for which he/she is qualified in accordance with the HRPM EMP-1.9, Selection Priority, established October 16, 1998 and effective October 22, 2001. Priority consideration requires the submission of the employee's name on a certificate to the selecting official before the selecting official reviews any other applications for the position. This is a one-time consideration. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, in same commuting area and which has comparable opportunities as the position for which the employee was improperly excluded.

Section 11. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 12. Employees shall be notified of the final disposition of their application as soon as practical. Regarding any Merit Promotion action covered by this Article, the following information shall be made available to the non-selected employee upon request:

a. Whether the employee was considered for the position and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position;

b. Whether the employee was one (1) of those in the group from which selection was made; i.e., one (1) of the candidates referred to the selecting official;

c. Any record of formal or informal supervisory appraisal of past performance used in considering the employee for the position;

d. Who was selected for the position; and

e. In what specific areas, if any, the non-selected employee should improve to increase his/her chances for future selection.

Section 13. If the selecting official decides to interview any employee on the selection list for a vacancy, then all who remain under consideration for the position at that point in the process must be interviewed. If the selection list is shortened to a best qualified list through a comparative process, then the best qualified list shall be considered to be the selection list. If it is determined that interviews are required and telephone interviews are not utilized, travel expenses incidental to these interviews will be paid in accordance with the Agency's travel regulations and this Agreement.

Section 14. For the purposes of this Agreement, bargaining unit employees have the choice of using the Optional Application for Federal Employment OF-612 or a personal resume in conjunction with required information as indicated on the vacancy announcement.

Section 15. Mutual reassignments within the bargaining unit are subject to the approval of the Agency. Employees may request mutual reassignments with employees of equal grade and series. Employees may also request mutual reassignments with employees who have previously held an equal grade on a permanent basis, unless the downgrade was for cause or performance.

ARTICLE 43
TEMPORARY INTERNAL ASSIGNMENTS

Section 1. All temporary promotions, details, or internal assignments of fifteen (15) days or more to act in higher level or supervisory positions will be documented. 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. Employees who are not considered qualified to be an acting supervisor/manager shall, upon request, be advised of the reasons. When applicable, specific areas the employee needs to improve to be considered for the acting supervisor/manager position shall be identified. The Agency shall put this information in writing upon request of the employee.

Section 3. An employee selected non-competitively for a temporary promotion shall not have the assignment extended beyond one hundred eighty (180) days.

Section 4. When it is known in advance that a higher level supervisory or staff position will be temporarily vacant for a period of fifteen (15) 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.

Section 5. Union representatives shall not be required to fill any non-bargaining unit position on a temporary basis as long as other qualified employees are available.

ARTICLE 44
TEMPORARY ASSIGNMENTS AWAY FROM EMPLOYEE'S PRINCIPAL DUTY LOCATION

Section 1. Prior to a temporary work assignments of twenty-eight (28) or more consecutive days, that is not a part of the recurring duties of an employee, and is away from the principal duty location, the supervisor shall solicit volunteers from within his/her work unit. The most senior volunteer, who meets the qualifications, as determined by the Agency shall be selected. Qualifications will be determined based upon the requirements of the temporary assignment. In the absence of volunteers, the Agency shall assign the least senior fully qualified employee. Seniority is defined in accordance with Article 19, Seniority. Temporary assignment under this Section will be made available to qualified employees on a rotational basis.

Section 2. Whenever possible, the Agency will provide at least fifteen (15) days advance notification for duty assignments of five (5) or more days in duration away from the facility.

ARTICLE 45
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 assignment of work at other FAA bargaining unit locations within the commuting area to the extent such duties are available. For bargaining unit employees not located in the D.C. metropolitan area, the Agency may offer alternative assignments within the bargaining unit at the location where the employee is assigned.

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 46
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 47
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. At this time, the Agency and the Union will negotiate 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 48
RETURN RIGHTS

Section 1. Agency return rights programs will be administered in accordance with the FAA Policy as amended, HRPM EMP-1.16 established and effective October 16, 1998 and associated policy and documents.

ARTICLE 49
INTERCHANGE AGREEMENT

Section 1. The Agency shall maintain an interchange agreement which allows permanent FAA employees to be considered for and appointed to competitive service positions under the same conditions that apply to competitive employees, with OPM approval.

ARTICLE 50
FAA 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 AFSCME. 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 51
COLLABORATION

Section 1. The Parties recognize the desirability of achieving a collaborative relationship, which will:

a. facilitate the resolution of issues between the Parties,

b. contribute to the growth and efficiency of Agency operations, and

c. contribute to the improvement of quality of work life for Agency employees.

Section 2. Successful collaboration addresses short and long-term goals through cooperation, involvement, and empowerment. The Parties commit to these principles in administering the day-to-day labor-management relationship.

Section 3. The Parties agree that the collaborative process being developed at the National level will be utilized for the Bargaining Units covered by this Agreement.

ARTICLE 52
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 maintain an inventory of Federal Employees' Compensation Act (FECA) claim forms at all Washington area buildings and facilities. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees.

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

Section 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 OWCP District Office within ten (10) working days as defined by 20 CFR 10.110; and

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

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

Section 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. The Agency may make its own facilities available for examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

Section 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.

ARTICLE 53
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 a minimum of one (1) representative. The Union representative 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, the 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 manager for action on matters concerning occupational safety, health, lighting, air quality, ergonomics, and other matters listed in Section 2. 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 Headquarters buildings shall be provided access to an appropriately stocked first-aid kit.

Section 5. Each facility shall periodically review fire evacuation procedures with all personnel. Fire evacuation plans shall be conspicuously displayed and reviewed with every employee. Assistance from local fire departments may be utilized in developing evacuation plans.

Section 6. Agency established first aid 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 ensure that claims for personal injury are processed in a timely manner in accordance with Article 52, Injury Compensation.

Section 10. Indoor air quality concerns identified by the local safety and health committee shall be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the Union as soon as they are available.

Section 11. Personal protective equipment, such as gloves and protective clothing, shall be provided in accordance with Agency policy.

ARTICLE 54
WELLNESS CENTERS AND PHYSICAL FITNESS PROGRAMS

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

Section 2. The FAA Administrator's memorandum, "Management and Funding of the FAA Headquarters Fitness Center," dated January 3, 2002, is incorporated herein by reference.

ARTICLE 55
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 56
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. The Parties agree that there shall be no discrimination against any employee on account of race, age, color, religion, creed, sex, sexual orientation, gender identity, country of national origin, disability, marital status, or parental status.

Section 3. 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 4. Counselor and information on the EEO complaint system are located on the FAA intranet.

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

ARTICLE 57
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.

Section 4. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty.

Section 5. The Parties will create an AFSCME EAP committee at the national level. The committee shall meet annually in March with the National WorkLife Program Manager. The time and place will be determined by the Agency. They will discuss, exchange views, and provide recommendations on EAP matters as they concern bargaining unit employees. The Union may designate one (1) representative from each Local as members to the national EAP committee.

ARTICLE 58
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), effective March 1, 2007, as amended.

Section 2. For the purpose of this Article, the official station is the building or Headquarters facility to which the employee is permanently assigned. Employees transferring from one (1) official station to another for permanent duty are authorized reimbursement of moving expenses only when the following conditions are met:

a. The transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee's request;

b. Official stations are separated by at least fifty (50) miles;

c. The commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and

d. The commuting distance from the new residence to the new official station is less than the commuting distance from the old residence to the new official station.

Section 3. Employees who do not meet the requirements in Section 2 are authorized reimbursement of moving expenses for involuntary moves resulting from the relocation or closure of a facility, when the following conditions are met:

a. Official stations are separated by at least ten (10) miles; and

b. The Agency has determined that the relocation of the residence is incident to the change of official station, in accordance with Part 302-3.24 of the FAATP.

Employees who are authorized for reimbursement under this Section are not eligible for reimbursement of house-hunting trips, temporary quarters, or storage of household goods.

Section 4. House-hunting trips, not to exceed ten (10) calendar days, shall be authorized when the distance between the old and new official duty stations is at least seventy-five (75) miles and the other provisions of Part 302-21.2 of the FAATP are met.

Section 5. Employees will be reimbursed for subsistence costs while occupying temporary quarters for a period of up to sixty (60) days in accordance with the FAATP. Any time expended in a house-hunting trip is included in the initial sixty (60) day period. Approval must be given in advance and the employee must be on official permanent change of station orders. In accordance with Part 302-22 of the FAATP, temporary quarters may be extended.

Section 6. Use of the relocation services contract may be authorized when the new and old official stations are at least fifty (50) miles apart and the relocation meets the requirements of the FAATP.

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

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

Section 9. When reimbursement of moving expenses and use of the relocation services contract are authorized, and the employee enters the residence into the home sale program, and brings a bona fide buyer to the table which results in an amended sale, the employee is eligible for an incentive payment in accordance with the FAATP.

Section 10. When reimbursement of travel expenses is authorized, employees shall receive a miscellaneous expense allowance equal to one (1) week's basic salary, including locality pay of the new official station, at the GS-13, step 1 level. No receipts will be required to substantiate expenses incurred.

Section 11. Reimbursement for the cost of shipping a privately-owned vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds one thousand five hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station in accordance with the FAATP. Vehicles that may be transported under this policy include passenger automobiles, station wagons and certain small trucks and small SUVs or other similar vehicles that are primarily for personal transportation. Shipment is not authorized for trailers, recreational vehicles, airplanes or any vehicle intended for commercial use. The cost for the use of a rental car by the employee while awaiting authorized shipment of POV may be reimbursed for up to two (2) weeks.

Section 12. The Agency shall pay the shipping cost of replacement vehicles to the post of duty outside the continental United States if:

a. it was determined in accordance with Part 302-43.172 of the FAATP that it was in the government's interest for the employee to have the vehicle being replaced and that it will continue to be in the government's interest for the employee to have such a vehicle; and

b. more than four (4) years have elapsed since the date when the vehicle being replaced was transported; and

c. the employee has been stationed continuously during the three (3) year period at permanent posts of duty located outside the continental United States; and

d. the other requirements in Part 302-43.172 of the FAATP are met.

Vehicles that may be transported under this policy include passenger automobiles, station wagons and certain small trucks and small SUVs or other similar vehicles that are primarily for personal transportation. If the above conditions are not met, no authority exists to ship an employee's replacement privately owned vehicle outside the continental United States at Government expense.

Section 13. All aspects of the relocation must be completed within eighteen (18) months from the effective date of transfer. The eighteen (18) months time limitation may be extended for an additional period of time not to exceed six (6) months. Employees must submit a written request for an extension to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month time limitation. The maximum time for completing all aspects of the relocation shall not exceed twenty-four (24) months from the effective date of the transfer under any circumstances.

Section 14. The Agency shall make available to an employee who is changing stations all pertinent directives in connection with moving expenses, and shall assist the employee in obtaining answers to any questions the employee may have regarding his/her change of station. The Agency shall assist the employee in obtaining answers to any questions the employee may have and assist in completing all required forms.

Section 15. When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the Agency shall explain the alternatives to the employee and allow the employee to choose the permissible alternatives, which most meet his/her personal needs.

Employees shall be authorized duty time for travel to a new duty station in accordance with law and regulation.

Section 16. Transferred employees within CONUS who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after the effective date of transfer. However, this Section does not apply in cases of involuntary moves as defined in Section 3 of this Article.

Section 17. Employees on temporary duty assignments for periods of at least twelve (12) months but not exceeding forty-eight (48) months may be authorized the following Temporary Change of Station (TCS) benefits in accordance with Part 302-4 of the FAATP, in lieu of daily per diem:

a. Round-trip TCS travel for employee and immediate family;

b. Two-way shipment and/or storage of household goods, up to a total of eighteen thousand (18,000) lbs.;

c. Two-way shipment of POV, if new duty station is located greater than one thousand five hundred (1,500) miles or more from the old duty station;

d. Temporary living allowance up to thirty (30) days at either or both locations combined;

e. Miscellaneous expense allowance equal to a week's pay at GS-13, step 1;

f. The expense of breaking a lease not to exceed three (3) months rent, or property Management services at the old duty location for the duration of the assignment, but not both; and

g. Relocation income tax allowance.

ARTICLE 59
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 OMB Circular A-76.

Section 2. Prior to finalizing a decision to contract out work currently 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 60
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 61
FLEXIBLE SPENDING ACCOUNTS

Section 1. The Agency has adopted a federal Flexible Spending Account (FSA) program that was initiated by the Office of Personnel Management (OPM). A Health Care FSA pays for the uncovered or unreimbursed portions of qualified medical costs and a Dependent Care FSA provides for the payment of eligible expenses for dependent care, as provided by Sections 125 and 129 of the IRS Code and IRS Publication 502

Section 2. The Parties agree that all bargaining unit employees covered by this Agreement are eligible to participate in the flexible spending account program, as long as they meet OPM criteria.

Section 3. The Agency agrees to post the FSA website address in a place frequented by bargaining unit employees.

ARTICLE 62
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 63
GOVERNMENT TRAVEL CHARGE CARD

Section 1. The Agency may issue a Government travel charge card for official travel to employees who travel on official business a minimum of two (2) or more times a year.

Section 2. The Agency shall reimburse the employee for bonafide expenses within thirty (30) days of claim directly into a designated direct-deposit account of the employee.

Section 3. The following shall apply in order to ensure that employees are protected from adverse impact caused by their use of a Government travel charge card:

a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.

b. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.

c. Employees will not be reported to any commercial credit bureau(s) unless delinquent for more than one hundred and twenty (120) days.

d. No credit check will be performed on the employee as a prerequisite to maintaining a Government travel charge card. However, a credit check may be required for a first time applicant.

e. If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment (sixty [60] days or more past due), the delinquent payment will not serve as the basis for disciplinary action.

f. If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

g. An employee whose charge card privileges have been terminated due to misuse or failure to pay shall be provided a ticket for transportation if one is required.

ARTICLE 64
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, effective October 16, 2005.

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) dated March 1, 2007.

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 CONUS for a privately-owned vehicle shall be limited to the maximum mileage allowance determined by 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. Extended temporary duty assignments are those assignments exceeding thirty (30) calendar days, training assignments exceeding fifteen (15) class days, or stays exceeding four (4) nights in a government owned or leased facility with kitchen facilities. In any of these circumstances, justification must be provided on the travel authorization if other than the reduced sixty percent (60%) is authorized. The Agency, through the use of FedRoom and other such e-Travel programs shall provide assistance to employees in locating suitable lodging at reduced rates prior to extended temporary duty assignments.

Section 10. 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 11. 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.

ARTICLE 65
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 FAA business that it is essential to the success of the FAA'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 FAA 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 resident schools shall be paid in accordance with applicable directives and this Agreement. While at school, local transportation shall be provided in accordance with applicable directives and this Agreement. Information as to accommodations and services shall be provided to employees when available.

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

ARTICLE 66
GROUND RULES

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

ARTICLE 67
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 68
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 69
DURATION

Section 1. This Agreement shall be effective on the date it is approved by the FAA Administrator or designee and ratified by the membership and shall remain in effect for a term of three (3) years from the effective date. Thereafter, it shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The Party requesting such an amendment or termination must serve written notice not more the one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days

preceding the expiration date of this Agreement. Negotiations to amend the Agreement shall commence within thirty (30) calendar days after receipt of the written request. Negotiations are to be concluded by the expiration date of the contract, unless both Parties agree to extend negotiations. If after a good faith effort agreement cannot be reached, the Parties may choose to pursue whatever course of action is available to them under law, including the Federal Service Labor-Management Relations Statute. If the Parties are at impasse, either Party may pursue available statutory, regulatory, and/or administrative procedures for impasse resolution. In the event that the Parties are appropriately before the FMCS or the FSIP and are directed to continue bargaining over disputed matters unassisted, the Parties will do so, provided that either Party may again request assistance from the FMCS or the FSIP or pursue other appropriate impasse resolution mechanisms available under the law.

APPENDIX 1
CERTIFICATION WA-RP-08-0084

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION -Activity/Petitioner -and- AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO -Exclusive Representative/Petitioner	CASE NO. WA-RP-08-0084

CERTIFICATION OF CONSOLIDATION OF UNITS

In accordance with the provisions of Chapter 71 of Title 5 of the U.S.C. and the implementing Regulations of the Federal Labor Relations Authority;

Pursuant to authority vested in the undersigned, and 5 U.S.C. § 7112(d), on February 5, 2009, I found that four bargaining units at the above-named Activity should be consolidated, and certain positions should be included and excluded from the largest existing unit. On May 22, 2009, the Authority upheld my determination as to all disputed matters. *U.S. Dep't of Transp., FAA*, 63 FLRA No. 118 (2009).

IT IS CERTIFIED that the **AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO** is the exclusive representative of all employees of the above-named Activity in a consolidated unit described as follows:

Included: All professional and nonprofessional headquarters employees of the Office of the Chief Counsel, Federal Aviation Administration, U.S. Department of Transportation.

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

Included: All professional and nonprofessional headquarters employees of the Office of the Associate Administrator for Airports (ARP); the Office of the Associate Administrator for Aviation Safety (AVS); and the Office Civil Rights (ACR), of the Federal Aviation Administration, U.S. Department of Transportation.

Excluded: All employees of the Aerospace Medicine Drug Abatement Division, Program Policy Branch (AAM 820); all employees of the Flight Standards Certification and Surveillance Division (AFS 900) in the Air Transportation Oversight System Certificate Management Office (ATOS CMO); management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Included: All professional and nonprofessional headquarters employees of the Office of the Associate Administrator for Commercial Space Transportation (AST), Federal Aviation Administration, U.S. Department of Transportation.

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

Included: All professional and nonprofessional headquarters employees of the Federal Aviation Administration (FAA), U.S. Department of Transportation, in the Office of the Administrator (AOA); the Office of Communications (AOC); the Office of the Assistant Administrator for International Aviation (API); the Office of the Assistant Administrator for Regions and Center Operations (ARC); the Office of the Assistant Administrator for Aviation Policy, Planning, and Environment (AEP); and the Air Traffic Organization (ATO), including ATO employees with a direct reporting relationship to FAA Headquarters; and Management and Program Analyst, FV-0343-J, AJA-0 and Air Traffic Control Specialists, FV-2152-H/J, AJR-C (Case No. WA-RP-08-0080).

Excluded: All students; temporary employees with an appointment of one year or less; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7), and

- in ATO Technical Training (AJL), all nonprofessional employees of Air Traffic Controller Training & Development (AJL-11);
- in ATO Technical Operations Services (AJW), Air Traffic Control Facilities Office (AJW-2), all nonprofessional employees in the Business Management Group (AJW 26) and all engineers in the National Engineering Support Group (AJW 29);
- all professional and nonprofessional employees of the Aviation Systems Standards Office (AJW-3), ATO Technical Operations Services;
- all nonprofessional air traffic assistants and flight data communications specialists, FV-2154; and

- Management and Program Analysts, FV-0343-I/J, AJG-8; Program Analyst, FV-0343-J, AJF-3100; Operations Research Analysts, FV-1515-G/I, AJF-4400; Operations Research Analyst, FV-1515-J, and Management and Program Analysts, FV-0343-J/G, AJF-4500; and Electronics Engineer, FV-0855-K, and Management and Program Analyst, FV-0343-J, AJV-1 (Case No. WA-RP-08-0080).

Dated: May 27, 2009

FEDERAL LABOR RELATIONS AUTHORITY

[redacted]

[redacted], Regional Director
San Francisco Region

Attachment: Certificate of Service

APPENDIX 2
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 technique:

a. When a complaint/problem/concern arises, the employee, 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 appropriate local Union representative and appropriate management representative.

b. The purpose of the meeting is to allow the employee, 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 [appropriate grievance procedure reference]. Upon request, the provisions of [appropriate grievance procedure reference], Step 1, will be waived and the Parties will proceed under the provisions of [appropriate grievance procedure reference], Step 2, to resolve their complaint/problem/concern. The Agency or Union may proceed with [appropriate grievance procedure reference], Step

2. The time limits in [appropriate grievance procedure article] begin when the decision is rendered.

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

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 to attend jointly agreed upon training/briefings on joint problem solving techniques.

APPENDIX 3
FURLOUGH MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AND
THE FEDERAL AVIATION ADMINISTRATION

This agreement is made by and between the American Federation of State, County and Municipal Employees ("AFSCME" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "the Parties." This agreement applies to all AFSCME bargaining units and bargaining unit employees in the event that the Agency proposes a discretionary ("save money" or "non-emergency") furlough during fiscal year 2013. It is understood that all FAA employees paid from funds affected by the Sequester Statute are to be furloughed. The Parties hereby agree to the following terms.

Section 1. For purposes of equity, during the fiscal year 2013 discretionary ("save money" or "non-emergency") furlough, each employee will be furloughed for an equal amount of time, in each pay period during the furlough period, except as noted in Section 4.

Section 2. A furlough "day" consists of eight (8) hours. In the event of furloughs of less than a full shift, the hours shall be scheduled consecutively. At the election of the employee, the remaining hours can be fulfilled either by taking leave or by scheduling the residual hours elsewhere in the workweek, if applicable.

Section 3. Furloughs for employees shall not occur any earlier than the first full pay period following the thirty (30) day Notice provided to employees.

Section 4. When discretionary furloughs are required, the Agency shall allow the affected employees to choose either continuous or discontinuous days off unless mission requirements or cost of the furlough dictate otherwise. Subject to mission requirement or cost of furlough, days may be scheduled in conjunction with annual leave or instead of previously approved annual leave.

Section 5. If an employee is unable to use his/her "use or lose" annual leave due to staffing and workload needs during the furlough period, and if he/she is unable to schedule this leave prior to the end of the leave year, such annual leave shall be restored.

Section 6. For a part-time employee, the furlough requirement shall be prorated by computing the furlough hours in the same proportion to those hours scheduled for full-time employees working eighty (80) hours bi-weekly, based on work schedules.

Section 7. If an employee is scheduled to be on LWOP during his/her furlough period, the employee may designate any hours and/or days of LWOP as furlough time off in order to meet furlough requirements.

Section 8. Employees cannot be required to perform work while in a furlough status.

Section 9. The furlough shall be taken into consideration when assessing performance.

Section 10. Employees may utilitize EAP while in a furlough status to obtain credit/financial counseling services.

Section 11. To the extent authorized by law, Agency subsidized programs, including but not limited to childcare, transit and parking subsidies, shall not be negatively impacted by a furlough.

Section 12. The Agency will provide AFSCME Local 1653 a briefing on the Agency's considerations in order to avoid or mitigate the effects of this furlough.

Section 13. The Agency shall provide AFSCME Local 1653 with a full and complete list of all affected AFSCME bargaining unit employees within five (5) days of when the furlough notice is sent to employees.

Section 14. This Memorandum of Understanding (MOU) is effective thirty (30) days after signing by the Parties or upon completion of Agency Head Review, whichever is sooner. It shall remain in force for the duration of the AFSCME 2013 Collective Bargaining Agreement.

FOR THE AGENCY FOR THE UNION

[redacted]

3/1/2013
Date

PD Joint Proposal
02-28-2013