



## AGREEMENT

between the

297<sup>th</sup> AIR TRAFFIC CONTROL  
SQUADRON, KALAELOA AIRPORT

and the

NATIONAL AIR TRAFFIC  
CONTROLLERS ASSOCIATION  
AFL/CIO



*Title 5*  
*June 10, 2003*

ARTICLE 1 PARTIES TO THE AGREEMENT.....	1
ARTICLE 2 UNION RECOGNITION AND REPRESENTATION .....	2
ARTICLE 3 EMPLOYEE RIGHTS .....	5
ARTICLE 4 EMPLOYER RIGHTS .....	7
ARTICLE 5 REPRESENTATION RIGHTS .....	9
ARTICLE 6 MID TERM BARGAINING/CHANGES IN WORKIN CONDITIONS .....	11
ARTICLE 7 PROBLEM SOLVING .....	13
ARTICLE 8 GRIEVANCE PROCEDURE.....	15
ARTICLE 9 ARBITRATION.....	19
ARTICLE 10 DUES WITHHOLDING .....	21
ARTICLE 11 UNION PUBLICATION AND INFORMATION AND USE OF EMPLOYER'S FACILITIES .....	24
ARTICLE 12 USE OF OFFICIAL GOVERNMENT TELEPHONES .....	26
ARTICLE 13 FEDERAL PERSONNEL MANUALS (FPM) AND DOD REGULATIONS .....	27
ARTICLE 14 POSITION DESCRIPTIONS.....	28
ARTICLE 15 PERFORMANCE STANDARDS AND EVALUATION .....	29
ARTICLE 16 RECOGNITION AND AWARDS PROGRAM .....	31
ARTICLE 17 EMPLOYEE RECORDS.....	32
ARTICLE 18 ANNUAL LEAVE .....	35
ARTICLE 19 SICK LEAVE .....	37
ARTICLE 20 LEAVE FOR SPECIAL CIRCUMSTANCES.....	41
ARTICLE 21 JURY DUTY AND COURT LEAVE .....	42
ARTICLE 22 HOLIDAYS .....	44
ARTICLE 23 HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS .....	46
ARTICLE 24 FAMILIARIZATION AND LIAISON TRAVEL .....	47
ARTICLE 25 WORKING HOURS.....	48
ARTICLE 26 WATCH SCHEDULES AND SHIFT ASSIGNMENTS .....	49
ARTICLE 27 POSITION ROTATION AND RELIEF PERIODS .....	51
ARTICLE 28 PROBATIONARY EMPLOYEES .....	52
ARTICLE 29 COMPENSATION .....	53
ARTICLE 30 WAGES.....	54
ARTICLE 31 OVERTIME/PREMIUM PAY.....	55
ARTICLE 32 PAY PROCEDURES .....	58
ARTICLE 33 RETIREMENT AND BENEFITS ADMINISTRATION .....	59
ARTICLE 34 TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS .....	62
ARTICLE 35 REDUCTION IN FORCE .....	63
ARTICLE 36 WATCH SUPERVISOR/SENIOR CONTROLLER-IN-CHARGE.....	65
ARTICLE 37 TECHNOLOGICAL/PROCEDURAL CHANGES.....	66
ARTICLE 38 EDUCATION AND PROFESSIONAL TRAINING.....	68
ARTICLE 39 ON-THE-JOB-TRAINING .....	69
ARTICLE 40 TRAINING.....	70
ARTICLE 41 TRAVEL .....	71
ARTICLE 42 CONTROLLER ACCOUNTABILITY .....	73
ARTICLE 43 MEDICAL QUALIFICATIONS.....	74
ARTICLE 44 MAINTAINING PROFICIENCY AND CURRENCY.....	75
ARTICLE 45 SYSTEM ERROR/ DEVIATION.....	76
ARTICLE 46 NATIONAL TRANSPORTATION SAFETY BOARD (NTSB).....	78

ARTICLE 47 SURVEYS AND QUESTIONNAIRES .....	79
ARTICLE 48 COMMITTEES .....	80
ARTICLE 49 NEW FACILITIES/CURRENT FACILITY EXPANSION.....	81
ARTICLE 50 OCCUPATIONAL SAFETY AND HEALTH .....	82
ARTICLE 51 EQUAL EMPLOYMENT OPPORTUNITY (EEO) .....	84
ARTICLE 52 CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP).....	85
ARTICLE 53 WELLNESS AND PHYSICAL FITNESS .....	86
ARTICLE 54 VEHICLE PARKING .....	87
ARTICLE 55 DRESS CODE.....	88
ARTICLE 56 BREAK ROOM.....	89
ARTICLE 57 EMPLOYEE SERVICES.....	90
ARTICLE 58 EQUIPMENT AND SUPPLIES .....	91
ARTICLE 59 PERSONAL PROPERTY CLAIMS .....	92
ARTICLE 60 SENIORITY.....	93
ARTICLE 61 DISCIPLINARY/ADVERSE ACTIONS.....	94
ARTICLE 62 TEMPORARY PROMOTIONS.....	97
ARTICLE 63 SUBSTANCE TESTING .....	98
ARTICLE 64 SELF-REFERRAL .....	102
ARTICLE 65 ACQUIRED IMMUNO-DEFICIENCY SYNDROME (AIDS) .....	104
ARTICLE 66 PUBLISHING THE AGREEMENT .....	105
ARTICLE 67 EFFECT OF AGREEMENT .....	106
ARTICLE 68 REOPENER.....	107
ARTICLE 69 DURATION .....	108
DEFINITIONS .....	109

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT AND UNION RECOGNITION**

**Section 1.** This Agreement, made by and between the 297th Air Traffic Control Squadron (ATCS), Kalaeloa Airport, Hawaii ("Employer") and the National Air Traffic Controllers Association ("NATCA" or "the Union"), collectively known as "the Parties," agree to the following Collective Bargaining Agreement (CBA) in order to fulfill their respective obligations pursuant to the Federal Service Labor-Management Relations Statute, 5 United States Code (U.S.C.) § 7101 et seq., ("the Statute"). These agreed upon procedures shall pertain to all Bargaining Unit Employees (BUE) who are assigned to the 297th ATCS, Kalaeloa Airport, Hawaii.

**Section 2.** The Employer hereby recognizes that the Union is the Exclusive Representative of all Employees in the Unit as described in Section 3 below.

**Section 3.** The bargaining unit consists of all Title 5 Air Traffic Control Specialists (ATCS) assigned to Kalaeloa Airport, Oahu, Hawaii and excludes all Title 32 employees, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7), as certified by the FLRA on October 26, 2000 (Appendix 1). If the Unit is modified by the FLRA, this Agreement shall apply to the Unit as modified, in accordance with applicable law, rule, and regulation.

## **ARTICLE 2 UNION REPRESENTATION**

**Section 1.** The Union shall designate a Facility Representative to meet/negotiate with the Air Traffic Manager (ATM) and/or Commander, 297<sup>th</sup> ATCS/AT, HIANG. The Union President or his/her designee, and the designated Facility Representative or his/her designee are the only Union Representatives authorized to bind the Union to any agreements and/or settlements made between the Parties.

**Section 2.** During the conduct of mutually agreed upon meetings, to discuss Union related business, the Facility Representative, if he/she desires, may be accompanied by one (1) other Union member. If other Management Officials and/or Agents are present, the Union shall be afforded additional members in equal numbers. All Union Representatives/members shall be on official time, in accordance with 5 U.S.C. 7131.

**Section 3.** The Employer agrees to meet with Union officials and/or their designees, at the appropriate level, at mutually agreeable times and places as necessary.

**Section 4.** Selection for Air Traffic Control related additional duties should be made from a list of qualified volunteers. If there are no volunteers, the Employer may make a selection from the available qualified Employees. Should the latter occur, the Facility Representatives shall be considered last.

**Section 5.** The Union Facility Representative designated in Article 2, Section 1 of this Agreement shall be granted official time, if otherwise in a duty status, for the purposes provided for by this Agreement.

**Section 6.** The Facility Representative may use up to 10 hours of official time per pay period for representational purposes. This time will normally be scheduled prior to the beginning of the pay period and may not be carried over from one pay period to another pay period. This time is exclusive of time provided in the Federal Service Labor-Management Relations Statute and other

provisions of this Agreement. Facility Representatives may delegate their official time to Union designees. Should a Facility Representative elect to delegate his/her official time, such delegation shall be made in writing to the Air Traffic Manager (ATM) or his/her designee and shall include: the name of the Union designee and the number of hours delegated. Delegations shall be approved unless prohibited by operational requirements. Facility Representatives or their designees who are granted official time may pursue their representational duties off the premises when on official time, unless there is a particular reason to anticipate a need for them to resume work (e.g., an imminent severe weather disturbance). The Facility Representative should notify the ATM of his/her intention to leave the premises, and the ATM may impose some reasonable requirement as to periodic call-ins or similar communication as a protection against unexpected emergency need for the representative's return to duty.

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

The Employer agrees to authorize the Facility Representatives a reasonable amount of official time to prepare for meetings with Management Officials and to perform the duties of their office. All necessary preparation time for meetings with Management, formal or informal, shall be on official time.

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

**Section 9.** Facility Representatives shall be granted sixteen (16) hours of excused absence to receive orientation on the meaning of Articles of this Agreement. The timing of the orientation is subject to operational requirements. In the event any of these representatives are officially replaced, his/her successor shall be granted sixteen (16) hours of excused absence to receive

orientation on the meaning of the Articles of this Agreement. Official time not to exceed eight (8) hours shall be granted for on-site briefings for other BUEs, as operational requirements permit. A Union Representative shall be allowed up to one (1) hour for private orientation of new BUEs.

**Section 10.** Unless prohibited by operational conditions, a member of the Union shall be granted forty (40) hours official time, annually, in order to attend NATCA Representative education for the mutual benefit of the Union and the Employer.

**Section 11.** The Employer shall make every possible effort to grant authorized excused absence for one (1) Union delegate to attend the Union's bi-annual convention.

**Section 12.** The Employer recognizes the right of Facility Representatives to express the views of the Union in any arena, without fear of harassment, intimidation or reprisal, in accordance with 5 USC 7102.

**Section 13.** BUEs designated by the Union, at the Employer's request, to provide expertise for Employer sponsored projects/programs, initiatives or activities shall be in a duty status as provided for in this Agreement, or as otherwise provided for by the Parties. This Section does not cover collective bargaining or other representational functions for which official time has been granted under law or this Agreement.

### **ARTICLE 3 EMPLOYEE RIGHTS**

**Section 1.** Each Employee of the Bargaining Unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each Employee shall be protected in the exercise of this right. Except as otherwise expressly provided by 5 U.S.C. Chapter 71, the right to assist the Union extends to participation in the capacity of Union Representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that Employees in the Bargaining Unit are apprised of their rights under 5 U.S.C. Chapter 71 and that no interference, restraint, coercion, or discrimination is practiced by the Employer, to encourage or discourage membership in the Union.

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

**Section 3.** An employee's off-the-job conduct shall not result in disciplinary action, unless such conduct hampers his/her effectiveness as an employee or affects the public's confidence in the Employer.

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

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



the time period defined therein. The quantity of postings and placement of such material shall be outside of work areas and be reasonable.

**Section 6.** BUEs shall have access to the Air Traffic Control Facility after prior coordination with and concurrence of the facility.

**Section 7.** Radios, television sets, electronic equipment, magazines and news publications, provided by BUEs, shall be permitted in non-work areas in the facility for use at non-work times. Cell phones and pagers shall be on a non-audible setting in the facility.

**Section 8.** 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, 28 U.S.C. 171 regarding personal liability for damages, loss of property, personal injury, or death caused by the negligent or wrongful act or omission of the Employee.

**Section 9.** Any meeting or conference that is held away from Kalaeloa Airport, scheduled by the Employer and to be attended by BUEs, shall entitle those Employees to duty time. Travel and per diem allowances shall be authorized, if applicable.

## **ARTICLE 4 EMPLOYER RIGHTS**

**Section 1.** Except as provided for in Section 2 of this Article, nothing shall affect the authority of any Management Official of the Employer:

- A. To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer; and
- B. In accordance with applicable laws-
  - 1. To hire, assign, direct, layoff, and retain Employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
  - 2. To assign work, to make determinations with respect to contracting out, and to determine personnel by which Employer operations shall be conducted;
  - 3. With respect to filling positions, to make selections for appointments from-
    - a. Among properly ranked and certified candidates for promotion; or
    - b. Any other appropriate source;
  - 4. To take whatever actions may be necessary to carry out the Employer mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

- A. At the election of the Employer, 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; or

- B. Procedures which Management Officials of the Employer will observe in exercising any authority under this Section; or
- C. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by such Management officials.

## **ARTICLE 5 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 prior to the meeting. The Employee shall be given a reasonable amount of duty time to confer confidentially with his/her Union Representative prior to any meetings under this Section. This Section applies to meetings conducted by any and/or all Management Officials or their Representatives. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Employer shall either stop the meeting or 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 at all times.

**Section 2.** The Employer recognizes the right of the Union to be represented at all formal discussions between Management and Employees, or Employee Representatives concerning grievances, personnel policies and practices, or other matters affecting working conditions of Employees in the Unit. The Employer shall provide advance notification to the Union and will advise the Union of the subject matter and intended agenda. The Union shall be given an opportunity to designate a Representative to such meetings.

**Section 3.** Any discussions, meetings, or investigatory meeting conducted under Section 1 or 2 shall be postponed for a reasonable period of time until any designated Union Representative is available.

**Section 4.** In an interview where possible criminal proceedings may result and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being

investigated, and, upon request, be informed whether or not the interview is related to possible criminal misconduct by him/her. The employee will be required to answer questions only after he/she has been informed that he/she must answer questions specifically related to their job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

**Section 5.** The provisions of this Article also govern those investigations, meetings, and discussions held through any electronic medium.

**Section 6.** A Union Representative, while performing his/her Representational duties, will not be required to disclose information obtained from a Bargaining Unit Employee who is the subject of an investigation, unless the confidentiality of the conversation with that Employee is waived by the Representative and the Employee.

## **ARTICLE 6**

### **MID TERM BARGAINING/CHANGES IN WORKING CONDITIONS**

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

**Section 2.** For the purpose of this Agreement, negotiation means the performance of the mutual obligation of the Parties to meet at reasonable times and bargain in good faith to reach agreement with respect to the conditions of employment affecting BUEs and to execute, if requested by either Party, a written document incorporating any agreement reached.

**Section 3.** It is agreed that the Employer will provide the Union with an advance written copy of any changes to personnel policies, practices, procedures, and other matters concerning working conditions along with a brief explanation of the purpose of the change. The Employer shall provide the written notice at least thirty (30) days in advance of the effective date of the change, unless operational necessity requires a shorter period. Such notice will be sent to the NATCA Facility Representative.

**Section 4.** The Union may initiate bargaining in accordance with the Federal Service Labor-Management Relations Statute on personnel policies, practice, and matters affecting working conditions during the term of this Agreement not specifically covered by this Agreement.

**Section 5.** The Union shall have up to fifteen (15) days after receipt of the Employer's 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 Employer's receipt of the Union's request.

**Section 6.** The Union may submit written proposals concerning the proposed change within thirty (30) days of receipt of the original notice. If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable date, time, and place to conduct negotiations. The Union will be authorized an equal number of representatives/members on official time to conduct negotiations in accordance with 5 U.S.C. § 7131(a). The Employer agrees to adjust the schedules of the Facility Representative and BUE members who are taking part in the negotiations to allow them to participate in a duty status.

**Section 7.** If the Union does not request a meeting or submit written proposals within the prescribed time periods, the Employer may implement the change as proposed.

**Section 8.** If the matter has reached impasse, the Party declaring impasse must request assistance from the Federal Mediation and Conciliation Service (FMCS) within 15 days. If mediation does not resolve the dispute, the Parties will request assistance from the Federal Services Impasses Panel (FSIP) within five (5) calendar days.

**Section 9.** Management shall not implement the proposed change(s) prior to completion of full and proper negotiations, except as provided for in Section 7. Union participants in these negotiations shall be on official time, if otherwise in a duty status, for any third party proceeding, including but not limited to, preparation and investigation.

## **ARTICLE 7 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 agree to use the provisions of this Article to the fullest extent possible 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, the Union or the Employer 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 Facility Representative and appropriate management representative.
- B. The purpose of the meeting is to allow the employee, the Union and the Employer 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 Parties are unable to resolve the issue under this Article, the Employer shall render a decision within ten (10) days of the meeting. Once the decision has been rendered, and if appropriate, the employee may proceed with



Article 8, Section 5, Step 1. Upon request, the provisions of Article 8, Section 5, Step 1, will be waived and the Parties will proceed under the provisions of Article 8, Section 5, Step 2, to resolve their complaint/problem/concern. The time limits in Article 8 begin when the decision is rendered.

- E. This Article shall not diminish the Employer's right to discipline, where otherwise appropriate, nor shall this Article affect the rights of the Union or the employee.

**Section 3.** At the request of either party, the Parties shall meet in an effort to develop a process of alternate dispute resolution (for example mediation). The Union's representatives shall be on official time, if otherwise in a duty status.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

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

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

**Section 2.** The following matters are excluded from the Procedure:

- A. Any claimed violation related to prohibited political activities;
- B. Any retirement, life insurance, and health insurance;
- C. Suspension or removal related to national security matters;
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of any employee;
- F. The removal of probationers; and
- G. Proposed notices of disciplinary action.

**Section 3.** The Parties recognize that all BUEs are entitled to file and seek resolution of grievances under the provisions of this procedure. The Parties agree not to interfere with, restrain, coerce, or engage in any reprisal against the Employer, any employee, or Union Representative for exercising rights under this Article.

**Section 4.** The Parties reserve their statutory rights to all applicable appeal procedures including, but not limited to, the Merit System Protection Board (MSPB) and the Equal Employment Opportunity Commission (EEOC) as well as procedures established by 5 USC 2302(b)(1), 4303 and 7512. An aggrieved employee shall have the option of using the negotiated grievance procedure as prescribed in Section 5 or other procedure available by law, but not both. A BUE shall be deemed to have exercised his option under this subsection to raise the matter under either a statutory procedure or the negotiated procedure at such time as the BUE timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the parties' negotiated procedure, whichever event occurs first.

**Section 5.** Employees are strongly encouraged to resolve their concerns through the joint problem solving procedures of Article 7 prior to submitting grievances under this Section. Employee grievances shall adhere to the following procedures:

- Step 1: When a complaint arises, the employee or Union Representative shall notify the Air Traffic Manager (ATM), in writing, within twenty (20) days of the event giving rise or within twenty (20) days of the time the employee may have reasonably been expected to have learned of the event. The written grievance shall contain the name of the employee, the facts related to the grievance, the remedy sought, and the name of the employee's Union Representative, if any. If requested by the employee, the ATM shall promptly arrange for a meeting at a mutually agreeable time, but no later than

twenty (20) calendar days, to discuss the grievance. The employee and his/her representative will be given a reasonable amount of official time to present the grievance. The ATM shall respond to the employee's grievance in writing within twenty (20) days of notification. If the grievance is denied, the reasons for denial will be in this written response. A copy of the decision will be provided to the Union.

Step 2: If the employee or Union is not satisfied with the ATM's response or decision, the employee or the Union may elevate the grievance to the 297th Air Traffic Control Squadron (ATCS) Commander, HIANG within twenty (20) days of the date of the Step 1 decision or within twenty (20) days of the date the Step 1 decision was due. If requested by the employee, the ATCS Commander shall promptly arrange for a meeting at a mutually agreeable time, but no later than twenty (20) calendar days, to discuss the grievance. The employee and his/her representative will be given a reasonable amount of official time to present the grievance. A decision shall be rendered in writing within twenty (20) days. If the grievance is denied, the reasons for denial will be in this written response. A copy of the decision will be provided to the Union.

Step 3. If the Union is not satisfied with the Step 2 decision, the Union's Director of Labor Relations, or his/her designee, shall provide written notice of its intent to submit the grievance to arbitration within thirty (30) days from receipt of the Step 2 decision or within thirty (30) days of the date the decision was due.

**Section 6.** Grievances filed by the Union or the Employer:

- Step 1. In the case of any grievance which the Union may have against the Employer or which the Employer may have against the Union, the moving Party shall submit the grievance to the other Party in writing and by certified mail return receipt requested, or hand delivered. This must be done within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:
- A. the facts upon which the grievance is based; and,
  - B. the corrective action sought.
- Step 2. The responding Party shall answer the grievance to the moving Party, in writing by certified receipt or hand delivered, within twenty (20) calendar days following the date the grievance was received. If the moving Party is not satisfied with the answer and desires the matter to be submitted to Arbitration, they shall so advise the respondent by certified receipt or hand delivery within twenty (20) calendar days following receipt of the respondents answer or the date the answer was due.

**Section 7.** Failure of the 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 rendered by the Employer, unless the Parties have agreed to an extension of the time limits. Failure of the Employer to render a decision within the time limits specified in this procedure shall entitle the grievant to elevate the grievance to the next step without a decision, unless the Parties have agreed to an extension of the time limits.

## **ARTICLE 9 ARBITRATION**

**Section 1.** The Parties shall create a panel of three (3) mutually acceptable arbitrators. Either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Arbitrators selected for panels must also agree to hear expedited arbitration cases as provided in Section 6 of this article.

**Section 2.** The grievance shall be presented to the arbitrator as soon as reasonably practicable on a date and at a location mutually agreeable to the Parties. The arbitrator's decision shall be final and binding. The arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall have no authority to determine or decide any other issue(s) not so submitted.

**Section 3.** All arbitrator's fees and expenses shall be borne equally by both Parties. The moving party shall initially pay for the filing fee. If a verbatim transcript of the arbitration hearing is made and either Party desires a copy of the transcript, that Party shall bear the expense of the copy or copies obtained. The Parties shall share equally the cost of the transcript provided to the arbitrator.

**Section 4.** The grievant shall be allowed to participate in the arbitration process on official time provided the grievant is otherwise in a duty status. The arbitration process includes, but is not limited to, meetings with Union Representatives and preparations for hearings. Each Party shall bear the expenses of its own witnesses who are not employed by DoD or who are not located at the duty station where the grievance arose. BUE's who are called as witnesses shall be in a duty status if otherwise in a duty status. The Employer shall adjust the schedules of Bargaining Unit witnesses to allow them to appear in a duty status. The Employer shall make every reasonable effort to produce Bargaining Unit witnesses requested by the Union. The Parties shall exchange lists of potential witnesses at least five (5) workdays prior to the scheduled hearing date. The Parties shall

attempt to agree on an issue statement at least five (5) workdays prior to the scheduled hearing date. If the Parties are unable to agree on a joint issue statement, each side shall reduce its statement of the issue(s) to writing and serve it on the other. Such statements shall be presented to the arbitrator at the beginning of the hearing. The Parties shall also attempt to stipulate to any exhibits relevant to the grievance at least five (5) workdays prior to the scheduled hearing date.

**Section 5.** The Union advocate, if a bargaining unit employee, shall be granted eight (8) hours of official time to prepare for the hearing. The grievant and/or the Union advocate shall be given a reasonable amount of official time to present the grievance. If the parties elect to submit a post hearing brief, the Union's case advocate, if a BUE, will be granted up to sixteen (16) hours of release time to prepare the post hearing briefs. Such time will be annual leave, earned compensatory time, leave without pay, or any combination thereof. Additional release time may be granted, unless prohibited by operational requirements.

**Section 6.** The Union may elect to proceed to expedited arbitration. If the Union elects to process suspension/adverse actions under this article, rather than Article 8, it shall, within twenty (20) calendar days following the final decision by the Employer to take suspension/adverse actions, notify and advise the Employer that it desires the matter be submitted directly to Expedited Arbitration. Within seven (7) calendar days after receipt of the request, an Arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains. An Arbitrator in turn shall be selected. The hearing shall be conducted as soon as possible. The request for transcripts or filing of briefs shall be determined on a by case basis. If the Parties cannot agree, the Arbitrator will decide the issue. The Arbitrator shall issue a decision as soon possible after the hearing has been held.

## **ARTICLE 10 DUES WITHHOLDING**

**Section 1.** Pursuant to 5 U. S. C. 7115, deductions for the payment of Union dues shall be made from the pay of members in the bargaining unit who voluntarily request such dues deductions.

**Section 2.** 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 transmission of them to the appropriate payroll processing center. The Employer will identify to the Union the appropriate payroll processing center and a point of contact there.

**Section 3.** A BUE who desires to have his or her dues deducted from his or her pay must complete the appropriate portion of the SF-1187 and have the appropriate section completed and signed by an authorized Union official who will forward the form to the appropriate payroll office. The authorized official of the Union will include the proper payroll code on the SF-1187 as the appropriate payroll identification for the NATCA bargaining unit. The form must be received in the payroll office at least four (4) workdays prior to the beginning of the pay period in which the deduction is to begin.

**Section 4.** An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to Selfridge ANGB who in turn will forward the form to the 154<sup>th</sup> WG/FM, provided the employee has been on dues withholding for one (1) year. Upon receipt of a revocation form that has been properly completed and signed by an employee and validated by Selfridge ANGB, the payroll office shall discontinue the withholding of dues from the employees pay effective with the first full pay period after the employee's first anniversary date of dues deductions, or every March 1 thereafter. 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.



**Section 5.** The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of regular dues has been changed. If the amount of regular national dues is changed by the Union, the Union will notify the Employer, in writing, and will clarify as to the new amount of regular national 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 in a twelve (12) month period.

**Section 6.** 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 NATCA, 1325 Massachusetts Avenue, NW, Washington, DC 20005, not later than ten (10) workdays after the close of each pay period. With each check, the Union shall be provided with a list showing the names of employees, and the amount deducted for dues for each employee.

**Section 7.** All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Employer shall be responsible for notifying the appropriate servicing payroll processing center when an action separating an employee from the bargaining unit occurs.

**Section 8.** 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 local organizational channels, notify the payroll-processing center promptly of any errors. The Employer shall take action to correct errors within thirty (30) days from the date the employee notified the Employer of the error. Failure or delay by an employee to promptly initiate and actively pursue any such errors may release the Employer and the Union from any obligation to reimburse the employee for dues withheld.

**Section 9.** The Employer 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:

- A. 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".
- B. Provide the SF-50 to the gaining payroll technician as soon as possible after the date the employee leaves the bargaining unit position.

In the event that an employee's dues are continued erroneously due to the action or inaction of the Employer, the Employer shall be responsible for reimbursing the employee, consistent with the provisions of Section 8 of this Article.

**Section 10.** If the Employer makes an erroneous payment to the Union or employee, the Employer shall correct the erroneous payment by billing the Union or employee directly within thirty (30) days from the payment date. After the Employer 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 Employer 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 Employer. The Union or an Employee may request a waiver of overpayment in accordance with the Employer's directives. Upon such a request, any repayment will be held in abeyance pending a final decision.

**Section 11.** In addition to the regular deductions authorized for National and local Union dues, the Employer shall permit Employees to voluntarily designate two (2) additional allotments from their pay for Union sponsored programs, provided said allotments are for a lawful purpose.

## **ARTICLE 11**

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

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

**Section 2.** The Employer shall provide mail slots/boxes/inboxes for all employees. Normally, employees should not be required to share mail slots/boxes/inboxes. The Union may place literature in the mail slots/boxes/inboxes during non-work times.

**Section 3.** The Facility Representative and/or his/her designee may be given reasonable access to all communication equipment including, but not limited to copy machines, fax machines, and audio-visual equipment for the purpose of conducting official labor relations business. This Section shall not be used to conduct internal Union business.

**Section 4.** The Employer shall provide to the Union, secure office space within the Air Traffic Control Facility, one (1) dedicated phone line, one (1) phone, and suitable office/furniture equipment. The Parties agree that any or all dedicated phone line(s) are for Union business only. Such space shall be an office which will provide meeting space that protects the confidentiality of any discussion and to conduct Union business. Long distance documentation is not required on these phone lines.

As soon as practicable another dedicated phone line will be added to the Union office

**Section 5.** The Employer shall approve the Union's use of facility space, if available, at no cost to the Union for periodic meetings with Employees in the Unit. BUEs on non-duty or non-work status shall be allowed to attend these Union meetings.

**Section 6.** The Union shall be permitted to place Union-reading binders adjacent to the Employer's Read File. The binders

shall be clearly identified as Union materials. The Employer shall provide binders and suitable shelf space as needed or required by the Union.

**Section 7.** If available, Union Representatives may use the Employer's electronic mail to communicate with the Employer and the Union, and may access the Employer's Intranet and related links to the Internet to obtain information/documents necessary for official representational duties in accordance with this Agreement and applicable DoD directives and policies.

## **ARTICLE 12**

### **USE OF OFFICIAL GOVERNMENT TELEPHONES**

**Section 1.** The use of government telephones shall be authorized in accordance with this agreement.

**Section 2.** The Employer shall not monitor Union or Employee telephone conversations for non-governmental related reasons.

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

**Section 4.** When it is known in advance that one (1) or more persons will be on line for any reason, all Parties to the call shall be advised prior to the conversation. If during a telephone call one (1) or more persons come onto the line for any reason, the other Party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speakerphones.

**Section 5.** Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law. The Employer shall notify employees of all recorded outside telephone lines within their facility.

## **ARTICLE 13 FEDERAL PERSONNEL MANUALS (FPM) AND DOD REGULATIONS**

**Section 1.** Upon advance request by an Employee, the Employer agrees that employer directives which relate to the personnel policies, practices, and working conditions of the Employees of the Bargaining Unit, shall be made available for review. Due to the location of the servicing HRO, the Employer shall provide, upon request by a BUE or the Union, any written manuals or sections of manuals maintained by the HRO and needed by the BUE or the Union.

**Section 2.** If requested by the Union, the Employer agrees to provide the Union with a copy all pertinent manuals used by BUEs in the performance of their duties (for example FAA Orders 7110.65, 7210.3 and Air Force Instruction 13-203). The Employer will provide any updates or changes to these documents promptly after receipt.

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

## **ARTICLE 14**

### **POSITION DESCRIPTIONS**

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

**Section 2.** BUEs have the right to request a classification appeal concerning the grade, series or title of their positions. BUEs may use the provisions of Article 8 concerning the manner in which their position is described.

**Section 3.** All proposed changes to the position description of BUEs shall be forwarded to the Union, in advance, for comment. This shall have no effect on Article 6 of this Agreement or other statutory rights.

**Section 4.** The primary duties of BUEs are those directly related to the control and separation of aircraft and the training of other air traffic controllers. The Employer retains the right to assign work; however, other duties assigned by the Employer shall normally have a reasonable relationship to the employee's official position description. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description shall be amended to reflect such duties.

## **ARTICLE 15**

### **PERFORMANCE STANDARDS AND EVALUATION**

**Section 1.** Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities in the position description. A copy shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document. Performance standards shall be applied uniformly throughout the bargaining unit.

**Section 2.** No Employee shall be required to sign a performance evaluation until he/she has reviewed the appraisal record and the appraisal record has been discussed with him/her. The Employee's signature shall not be taken to mean that he/she agrees with any oral of the information or that he/she waives any rights to appeal or grieve the rating or discussions regarding performance.

**Section 3.** During any discussions regarding performance, the Employee shall be advised in advance of the right to make comments. The Employee shall receive copies of any documentation and records made of these discussions. Any written Employee's comments shall be appended to any documentation of a performance review.

**Section 4.** At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one (1) or more critical elements, the employee's supervisor shall notify the employee, in writing, of the critical element(s) for which his/her performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The supervisor should also inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed. When the employee's performance is unacceptable the Employer shall



afford the employee a reasonable opportunity, in no case less than ninety (90) days, to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position.

As part of the employee's opportunity to demonstrate acceptable performance, the supervisor shall write a performance improvement plan which identifies what the employee must do to improve his/her performance to be retained in the job and what the Employer will do to assist the employee.

Every thirty (30) days during the period for improving performance, the supervisor shall provide the employee with a written review identifying the employee's progress and identifying any areas still needing improvement. Additionally, the supervisor shall include specific recommendations of methods and means of improving that the employee may use to attain an acceptable level of competence.

**Section 5.** The performance standard developed by the Employer shall be in accordance with all laws, rules, regulations, procedures and the position description (PD) for each employee.

## **ARTICLE 16**

### **RECOGNITION AND AWARDS PROGRAM**

**Section 1.** The Employer agrees that monetary/non-monetary awards associated with ratings shall be based solely on the comparison of job performance against the Performance Standards for the duties and responsibilities of the Employee's position and not with other BUE's.

**Section 2.** The ATM shall notify the Facility Representative or his/her designee as soon as practical when any BUEs receive any award.

**Section 3.** The Employer agrees that the use of time off from work as an incentive is an excellent tool for increasing the productivity and creativity of BUEs by rewarding their contributions to the quality, efficiency, or economy of government operations. Time off awards shall be administered and scheduled in accordance with applicable law, rule, and regulation.

**Section 4.** The Employer agrees to administer all recognition and awards evenly and fairly as to not discriminate against any BUE.

**Section 5.** Within one hundred eighty (180) days of the signing of this agreement, the Parties agree to establish a workgroup which will meet to discuss and develop a recognition and awards program. The Parties agree to meet annually to discuss the recognition and awards program.

## **ARTICLE 17 EMPLOYEE RECORDS**

**Section 1.** Material placed in an Employee's Official Personnel File (OPF)/Employee Performance File (EPF), medical, security, training folder or other DoD/USAF file(s) shall comply with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement. This includes those files maintained at the ATC Facility. Those records maintained by the Employer under a system of records pursuant to the Privacy Act, shall be the only records kept on the Employee. Where required by law, rule or regulations, any material that becomes a part of the Employee's records shall bear the name of the approving official. The Employee shall be given copies of all material that is placed in his/her OPF/EPF. Copies of materials in other USAF files may be obtained.

**Section 2.** In accordance with 5 USC, there shall be maintained only one OPF/EPF for each Employee in the Bargaining Unit. The Employer shall notify the BUE of the location of the EPF/OPF if requested. The Employee and his/her designated representative is entitled to review his/her OPF/EPF, Medical, Training folder or DoD/USAF 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. Upon an employee's written request, his/her OPF/EPF, Medical, Security, Training folder, or other DoD/USAF file and its contents, or an accurate and certified copy thereof, shall be forwarded to the BUE in concurrence with applicable laws, rules and regulations. This shall normally be accomplished within thirty (30) days of the receipt of the request, except when the folder is needed for official business. In such cases, the employee will be notified as to why the file was not available.

**Section 3.** At the end of eighteen (18) months, a letter of reprimand and all related documents shall be removed from all records and returned to the employee. At the end of six (6) months, a letter of counseling and all related documents shall be removed from all records and returned to the employee.

**Section 4.** An Employee, pursuant to OPM regulations, may request that a record maintained by the Employer be corrected or amended if he/she believes the information is incorrect. The Employer will advise the Employee within thirty (30) days, or will give the employee a date certain when the employee can expect an answer, regarding its determination concerning the Employee's request. An Employee who attempts unsuccessfully to correct or amend a record maintained by the Employer will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

**Section 5.** Any information released by the Employer under 5 U.S.C. 552a shall be accompanied by any statement of disagreement(s) filed by an employee pertaining to the information sought to be released. The Employer shall clearly note any portion of the record which was disputed and provide the Employer's reasons for not making the amendments.

**Section 6.** Personal records, notes, or diaries maintained by a Supervisor with regard to his/her Employees are merely extensions of the Supervisor's memory, and may be retained or discarded at the Supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

- A. They are kept and maintained for the Supervisors personal use only;
- B. They are not circulated to anyone else, including secretarial staff, their supervisor or another Supervisor of the same Employee;
- C. They are not in any way required to be kept by the USAF/ANG; and
- D. They are kept or destroyed solely as the Supervisor sees fit.

Unless an Employee was provided a copy within a reasonable time, such personal records, notes, or diaries maintained by the supervisor shall not be used as a basis to support the following:

- A. A Performance evaluation of less than fully successful;
- B. The denial of a within-grade increase; and
- C. Disciplinary or adverse actions.

If an Employee is shown a note, record, or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

**Section 7.** In the event an Employee is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the security file shall not be released or shared without the express written authorization of the Employee, except pursuant to 5 C.F.R. 297.401, for example officers and employees who need the information in the performance of their duties.

## **ARTICLE 18 ANNUAL LEAVE**

**Section 1.** Except where a leave exigency exists, employees shall be authorized the use of the leave they are entitled to earn within a leave year at any time during the leave year.

**Section 2.** Employees shall accrue leave at the rates established by 5 U.S.C. 6303.

**Section 3.** Annually, prime time leave periods shall be negotiated at the local level so as to allow a minimum of two (2) consecutive or non-consecutive weeks of annual leave during prime time for all BUEs. The procedures for selecting, scheduling and relinquishing of prime time leave shall be negotiated at the local level.

**Section 4.** Conflicting prime time leave requests of BUEs shall be resolved by seniority.

**Section 5.** Non-prime time leave is annual leave that is requested utilizing other than the prime time leave bidding procedure negotiated under Section 3, and prior to the schedule being posted. Non-prime time leave requests shall be recorded and approved/disapproved as soon as practicable after the request is made or as mutually agreed upon at the local level. Approval/disapproval shall not be subject to conditional circumstances. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis. The Parties, at the local level, shall establish the method for recording non-prime time leave requests.

**Section 6.** Annual leave personally requested for the shift being worked, shall normally be approved/disapproved within thirty (30) minutes of the request being made. Leave requests for posted future shifts shall normally be approved/disapproved within two (2) hours of when the request was received. Leave requests shall be made and approved in the order that they were requested. If the request was disapproved and annual leave for that time

period later becomes available, the leave shall be approved in the order that the request was received. The Parties, at the local level, shall establish a secure method for recording leave requests.

**Section 7.** An Employee may cancel annual leave at any time. When an Employee cancels scheduled annual leave and returns to duty, he/she shall be assigned to work the shift that he/she would have worked, if annual leave had not been scheduled unless operational requirements dictate or allow assignment to a different shift.

**Section 8.** Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with applicable regulations and this Agreement.

**Section 9.** Employees shall not be required to provide reasons for annual leave requests.

**Section 10.** All leave requests shall be submitted on an OPM-71. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the Employee.

**Section 11.** The established minimum charge to annual leave shall be one-quarter (1/4) of an hour and additional charges are in multiples thereof.

**Section 12.** Except when the head of the Agency determines that the Agency would be seriously handicapped in carrying out its function or that the cost would be substantially increased, management shall not deny approval for annual leave simply to avoid the payment of overtime.

**Section 13.** Leave for special circumstances as described in Article 20 of this Agreement shall not be subject to the provisions of this Article.

## **ARTICLE 19 SICK LEAVE**

**Section 1.** An Employee shall earn sick leave in accordance with applicable law and regulations.

**Section 2.** Sick leave shall be approved when the Employee:

- A. receives medical, dental or optical examination or treatment;
- B. is incapacitated for the performance of his/her duties by physical or mental illness, injury, pregnancy, childbirth;
- C. provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
- D. provides care for a family member with a serious health condition;
- E. makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- F. would, as determined by the health authorities having jurisdiction of a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- G. must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities



necessary to allow the adoption process to proceed.

**Section 3.** All leave requests shall be submitted on an OPM-71. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the Employee. Sick Leave requests in accordance with Section 2 A, E or G shall be made in advance. Employees are encouraged to give reasonable notice to the Employer except in emergency or exigent circumstances.

**Section 4.** Allowable use of sick leave hours:

- A. An employee may use 40 hours during any leave year for situations described in Section 2 C, D and E. The employee may use up to a maximum of 64 additional hours of his or her accrued and accumulated sick leave if he or she maintains a sick leave balance of at least eighty (80) hours. An employee must maintain this balance during any period of time which the employee is using more than his or her basic entitlement to sick leave.
- B. An employee who is caring for a family member under Section 2 d. may use up to a total of four hundred eighty (480) hours of sick leave during a leave year. Any sick leave used under Section 4 A. above will be subtracted from this allowance of time in a leave year.
- C. An employee may not use more than a total of four hundred eighty (480) hours of sick leave for all purposes under Sections 2 C., D. and E.

**Section 5.** For the family care purposes as described in Section 2 C., D., and E., an employee may use a total of up to forty (40) hours of accrued and accumulated sick leave without further regard to his or her sick leave balance.

**Section 6.** In cases of extended absences, and when an Employee provides the Employer with a tentative return to work date, he/she shall only be required to notify the Employer on the first day of each occurrence of illness and shall not be required to call in on a daily basis.

**Section 7.** An Employee who is absent on sick leave or returning to work from sick leave of less than four (4) work days is generally not required to submit medical documentation unless a pattern of sick leave abuse has been established.

**Section 8.** In individual cases, where there is just and sufficient cause to believe an employee may be abusing sick leave, the employee may be given advance written notice, indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. A BUE's certification as to the reason for his or her absence shall be acceptable evidence and considered by the Employer. When it has been determined by the Employer that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records and all copies shall be returned to the employee.

**Section 9.** Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

**Section 10.** Each Employee may be advanced up to thirty days sick leave for situations covered by Section 2 B, C, D and E, except when:

- A. It is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility;
- B. He/she has filed or the Employer has filed an application for disability retirement;

- C. He/she has signified his/her intention of resigning for disability.

**Section 11.** The established minimum charge to sick leave shall be one quarter (1/4) hour and additional charges are in multiples thereof.

**Section 12.** BUEs may substitute any paid leave status or LWOP for any leave taken under this Article so long as it is requested to be substituted in advance of the actual leave taken. Such substitution shall not be cause to deny leave to which the BUE is entitled to under this Article.

**Section 13.** For the purposes of this Agreement, "family" is defined as the employee's father, mother, son, daughter, brother, sister, 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, grandparent, grandchild, or any other individual related by blood or infinity whose close association with the employee is the equivalent of a family relationship, for example: uncle, aunt, cousin, nephew or niece.

## **ARTICLE 20**

### **LEAVE FOR SPECIAL CIRCUMSTANCES**

**Section 1.** In order to allow BUEs the opportunity to vote, requests for excused absence for voting purposes shall be granted subject to operational requirements.

**Section 2.** Employees may be granted excused absence for brief tardiness of up to fifty-nine (59) minutes when the Employee provides reasonable justification.

**Section 3.** To the maximum extent possible, Employees shall be granted administrative leave within a shift in connection with each blood donation. This request must be made one (1) week in advance.

**Section 4.** An Employee will be in a duty status, without charge to leave or loss of pay of any kind, to accomplish any purpose the Employer requires, such as but not limited to obtaining vehicle decals, Employee identification badges, and/or to perform any other administrative function(s) as a condition of employment.

## **ARTICLE 21**

### **JURY DUTY AND COURT LEAVE**

**Section 1.** The Parties agree that the performance of jury duty and appearances in court in cooperation with the judicial systems of our nation, states, counties, and municipalities is considered both a basic civil right and responsibility of all Employees.

**Section 2.** An Employee on court leave shall be entitled to all compensation he/she would have received had he/she worked his/her regular shift. An Employee who is on court leave shall be granted excused absence for that day. All fees received for jury or witness service on a non-workday, a holiday, or while in a Jury Duty/Court leave status or any mileage and subsistence allowance in conjunction with the performance of jury duty or witness service may be retained by the employee in accordance with law, rule, or regulation.

**Section 3.** At the request of an Employee who has been granted Jury Duty/Court leave, his/her regular days off shall normally be changed to coincide with his/her jury service regular days off. The change of an Employee's regular days off shall not entitle the Employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

**Section 4.** When an Employee is summoned as a witness in a judicial proceeding to testify in an official 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 a Possession of the United States including the Commonwealth of Puerto Rico or the Trust Territory of the Pacific Islands, he/she is entitled to court leave during the time he/she is absent as a witness.

**Section 5.** When an Employee is summoned or assigned by the Employer to testify in an official capacity on behalf of the United States government or the government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled his/her regular pay. An Employee,

not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear on behalf of a private Party when a Party is the United States, the District of Columbia, or State or Local government, shall be granted court leave for his/her absence as a witness.

## **ARTICLE 22 HOLIDAYS**

**Section 1.** BUEs will accrue holiday benefits for those days declared to be legal holidays by Federal Statute or Executive Order. The following are legal holidays:

New Year's Day - January 1  
Martin Luther King, Jr.'s, Birthday - third Monday in January  
Washington's Birthday - 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 federal holidays are applicable to the Bargaining Unit.

**Section 2.** A BUE is entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the basic workday immediately preceding the non-workday. A basic workday for this purpose includes a day when part of the basic work requirement for an employee under a flexible work schedule is planned or scheduled to be performed. The exception is if the non-workday is Sunday (or an "in lieu of Sunday), the next basic workday is the "in lieu of" holiday.

**Section 3.** When an employee works a holiday, or day in lieu of a holiday, he/she shall be entitled to pay at the rate of his/her basic pay, plus premium pay at a rate equal to the rate of his/her basic pay, for that holiday work which is not in excess of eight (8) hours or is not overtime work as defined by 5 USC 5542(a). Holiday pay is paid in addition to any other premium pay granted for night work or Sunday work, standby, irregular and hazard duty differential. BUEs who are required to perform any work on a designated holiday are entitled to pay for at least 2 hours of holiday work.

**Section 4.** Unless operational requirements do not permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such day off if they so request.

**Section 5.** Watch schedules on holidays and days in lieu of holidays shall not be changed so as to avoid payment of holiday pay unless the facility is closed except when the head of the Agency determines that the Agency would be seriously handicapped in carrying out its function or that the cost would be substantially increased. Specifically, save for the limitations expressed above, employees qualified to work and whose normal schedule calls for them to perform operational duties will not be placed on holiday leave on a day in lieu of a holiday without their consent.

**Section 6.** If the actual holiday falls in the middle of the employee's workweek, the Employer at an employee's request will change the employee's regular days off to provide three (3) or four (4) days off in succession unless operational requirements do not permit. This shall be in writing and approved or disapproved based upon first requested basis.

**Section 7.** Holiday leave request shall be recorded and, if approved, will be granted on a first requested basis. The procedure for requesting the holiday off shall be via OPM-71. If the request was disapproved and leave for that holiday or any portion of that holiday later becomes available, the leave shall be approved on a first requested basis.



## **ARTICLE 23**

### **HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS**

**Section 1.** Given the essential nature of Air Traffic Control, Employees are expected to make a reasonable effort to report to work during hazardous geological/weather conditions. However, they are not expected to disregard their personal safety or that of their family. All Employees who are unable to report for duty shall notify the Facility as soon as possible. Employees who are unable to report for work due to hazardous geological/weather and excused by the Employer, shall be granted excused absence.

**Section 2.** When the Employer after consultation with the Union, if possible, determines hazardous geological/weather conditions exist, or are imminent, on duty Employees shall be released as soon as possible, as operational requirements permit. Bargaining Unit volunteers who remain on duty shall be utilized to the extent possible.

**Section 3.** In making the determination to grant excused absence, the Employer, after consulting with the Union, if possible, should consider reports from the Employee, civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing, and Facility or Base closures.

**Section 4.** The Employer retains the right to determine the opening and closing of its Facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties at the facility may review existing facility emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions. The Employer will provide Employees with instructions on how to obtain information on Facility opening/closing during hazardous geological/weather and which Employee(s) is/are required to report to work.

## **ARTICLE 24**

### **FAMILIARIZATION AND LIAISON TRAVEL**

**Section 1.** The Employer recognizes the benefit of familiarization flights aboard civil aircraft (cockpit and aircraft characteristic familiarization) and will work to establish a familiarization and liaison (FAM) program at Kalaeloa State Airport. Within one hundred eighty (180) days of the execution of the Collective Bargaining Agreement, the Employer and the Union will make a determination of how to pursue the establishment of such a program.

**Section 2.** The Employer shall allow familiarization trips (FAM) on duty time within the Hawaiian Islands. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operation of other ATC and aviation related facilities.

## **ARTICLE 25 WORKING HOURS**

**Section 1.** The basic workday shall consist of eight (8) consecutive hours and the basic workweek shall consist of five (5) consecutive days unless otherwise agreed between the Parties. Split shifts shall not be assigned except for emergency situations.

**Section 2.** Where laws, rules, regulations or procedures require a twenty-four(24)-hour break in any workweek, one calendar day shall be used in lieu of twenty-four(24) hours.

**Section 3.** Alternate Work Schedules (AWS) are negotiable upon request of the Union.

## **ARTICLE 26**

### **WATCH SCHEDULES AND SHIFT ASSIGNMENTS**

**Section 1.** The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. The basic watch schedule shall be negotiated between the Parties and must satisfy shift coverage requirements. Assignments of individual Employees to the watch schedule are not considered changes to the basic watch schedule. Except when the head of the Agency determines that the Agency would be seriously handicapped in carrying out its function or that the cost would be substantially increased, the basic watch schedule will not be changed unless required by operational conditions or specifically requested by the Union.

**Section 2.** Bidding and/or assignment to the basic watch schedule shall be according to seniority. Upon request, Employees will be provided a copy of the basic Watch Schedule soon after it is posted. The ATM and the Union Facility Representative shall mutually agree to where the basic Watch Schedule is posted.

**Section 3.** Once assigned a position in the Watch Schedule rotation, the Employer shall not remove the Employee from the rotation except for operational requirements.

**Section 4.** The Employer shall approve the request for the exchange of shifts and/or days off between employees of equal qualifications, provided the exchange is consistent with operational requirements and does not result in overtime or violation of the basic work week.

**Section 5.** Assignments to the watch schedule shall be posted at least twenty eight (28) days in advance or earlier where local conditions permit. The Employer recognizes that changes of individual assignments to the watch schedule are undesirable; therefore, the Employer agrees to make every reasonable effort to avoid such changes. Except when the head of the Agency determines that the Agency would be seriously handicapped in carrying out its function or that the cost would be substantially increased, changes with less than seven (7) days notice shall not

be made for the purpose of avoiding payment of overtime, holiday or premium pay.

## **ARTICLE 27**

### **POSITION ROTATION AND RELIEF PERIODS**

**Section 1.** Unless operational requirements do not permit, Employees will not be required to spend more than two (2) consecutive hours on an operating/control position without standby time of up to thirty (30) minutes. When determining which position to give standby time to, the Watch Supervisor or Senior Controller (WS/SC) shall fully consider the operational tempo of each position. The WS/SC is responsible for ensuring that standby time is administered in accordance with this Article.

**Section 2.** Consistent with operational requirements, WS/SCs shall rotate position assignments, including WS/SC, among the qualified Employees.

**Section 3.** The Employer will provide Employees with an on-the-clock meal period which will normally occur during the 4th through the 6th hour.

## **ARTICLE 28 PROBATIONARY EMPLOYEES**

**Section 1.** When the Employer decides that a probationary Employee is to be separated, the Employee will be notified in writing as to why he/she is being terminated and the effective termination date of the action. Except when circumstances require immediate dismissal, the affected Employee will be given two (2) weeks advance notice prior to the effective date.

**Section 2.** If the Employee requests, the Employer will allow a Union Representative to be at any meeting(s) between Management and the Employee when any termination procedures/options are being discussed.

## **ARTICLE 29 COMPENSATION**

**Section 1.** Once the Employer has determined that all legal, regulatory, and administrative requirements have been met, promotions to positions within the Unit, including those resulting from classification changes, will normally be effected at the beginning of the first full pay period, but in no case later than the beginning of the second full pay period after the Employee becomes fully eligible.

**Section 2.** With the exception of statutory increases authorized under the Federal Pay Comparability Act of 1970, 5 U. S. C. 5305, 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.** In the event of a Facility downgrade, the Employee shall be entitled to all benefits in accordance with applicable law, rule, or regulation.

**Section 4.** If an Employee does not receive the correct sum in his/her pay because of an error or oversight attributed to the Employer, for example DFAS, which causes the omission of an amount due the named Employee shall receive these monies due as soon as possible upon notification to management that the error has occurred.



## **ARTICLE 30 WAGES**

**Section 1.** Employees shall be paid in accordance with applicable laws, if such applies to the bargaining unit, so as to receive the maximum compensation allowable by law.

**Section 2.** The provisions of Section 1 apply to, but are not limited to, the following: basic rate of pay, overtime pay, night pay differential, Sunday and premium pay, holiday pay, and COLA's.

**Section 3.** The Parties shall create a workgroup to explore the possibility of adopting the Special Salary Rate (SSR) pay for BUEs.

## **ARTICLE 31 OVERTIME/PREMIUM PAY**

**Section 1.** Overtime shall be assigned on a fair basis. The process for fair assignment of overtime shall be that the ATM shall maintain a written roster of employees who desire overtime and those who do not desire overtime. This roster shall maintain a running total of overtime hours worked and/or refused. This roster shall be reset to zero at the beginning of each leave year.

For call back overtime:

The ATM shall make a list of available BUEs from the roster of employees who desire to work overtime. Said list shall range from the BUE with the fewest to the BUE with the most hours of overtime. The ATM shall start with the BUE with the fewest hours and attempt to contact each employee in turn. The first employee contacted shall be assigned the overtime. If two or more employees have the same number of hours the ATM may chose between them to determine which to call first.

If no employees who desire to work overtime are reached, the ATM shall make a list of available BUEs from the roster of employees who do not desire to work overtime, from the fewest to the most hours of overtime. The ATM shall start with the BUE with the fewest hours and attempt to contact each employee in turn. The first employee contacted shall be assigned the overtime. If two or more employees have the same number of hours the ATM may chose between them to determine which to call first.

For scheduled overtime:

When scheduling the overtime the ATM shall assign the overtime after consulting the roster of employees who desire overtime. The assignment will be to the available BUE desiring overtime with the fewest hours logged.

Overtime as part of the pre-duty scheduled shift and hold over overtime are exempt from the procedure in this Section.

Comp time earned in lieu of overtime per this section shall be logged as OT.

If an employee elects midyear to work overtime, the roster shall be updated to show them has having the number of hours equal to the highest for employees desiring to work overtime in the BU.

**Section 2.** If an Employee who is ready, willing and able to work overtime is skipped on the roster at no fault of the Employee and the Employer contacts another Employee to work overtime who is on the roster, the skipped Employee shall be compensated in accordance with this article for the hours available to be worked, as if the Employee had worked the overtime and shall be logged appropriately. This compensation will be paid if there is more than one unintentional error by the Employer per leave year. If the first bypass per leave year is not unintentional then the BUE shall be compensated in accordance with this Section.

**Section 3.** If an employee assigned to work overtime can secure a qualified replacement, he/she shall be relieved of the assignment. The replacement shall be in the same status in regards to holdover or call back overtime and compensated as such. If the Employee cannot secure a qualified replacement, the Employee will work the overtime.

**Section 4.** The Employer shall attempt to avoid holdover overtime. In the event that holdover overtime is necessary, the Employer shall notify the selected BUE as soon as possible before the end of the Employee's regular shift.

**Section 5.** At the request of an Employee, the Employer may grant compensatory time instead of payment for an equal amount of irregular or occasional overtime work. At the request of an Employee, the Employer may grant compensatory time instead of payment for an equal number of hours for irregular or occasional overtime hours works.

If an Employee has any entitlement to overtime pay under FLSA, the Employer cannot require the Employee to take compensatory time instead of overtime pay.

**Section 6.** The Employer agrees that any BUE, who is required to work non-overtime work during a regularly scheduled daily tour of duty when any part of that daily tour of duty is on a Sunday, for any such tour of duty, not more than eight (8) hours of work are Sunday work, unless the employee is on a compressed work schedule, in which case the entire regularly scheduled daily tour of duty constitutes Sunday work, is entitled to pay at his rate of basic pay plus premium pay. Such premium pay will be at a rate as established by existing regulations for each hour of Sunday work.

**Section 7.** Night pay differential, at the allowable rate, will be paid for work performed between the hours of 6 P.M. and 6 A.M. Payment of night pay differential continues for regularly scheduled night hours when an Employee is absent due to a holiday or other non-work day, and when travel is performed during the night hours of his/her regularly scheduled tour of duty.

**Section 8.** If eight (8) hours of overtime work is available, and 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 eight (8) hours of work.

**Section 9.** If two (2) hours of overtime work is available, and the employee is held over for overtime, upon an employees' request, he/she shall be guaranteed at least two (2) hours of work. Otherwise, the increment of overtime shall be one quarter (1/4) of an hour. All time worked, including hours and minutes, shall be recorded on a daily basis.

**Section 10.** Overtime shall not normally be cancelled with less than seven (7) days notice.

## **ARTICLE 32 PAY PROCEDURES**

**Section 1.** Payday shall not be later than the first Friday after the close of the pay period.

**Section 2.** Leave and Earnings Statements (LES) will be provided to BUEs each pay period. Unless prevented by circumstances beyond the Employer's control, the Employer agrees that Employee's LES will be mailed to each BUE.

## **ARTICLE 33**

### **RETIREMENT AND BENEFITS ADMINISTRATION**

**Section 1.** The Employer recognizes its obligation to fully inform Employees of all benefits for which they may be eligible including the costs and consequences of benefit plans or options. The Employer agrees to take an active role in fulfilling this obligation through such means as providing information, brochures, pamphlets and in assisting Employees in filing benefit claims.

**Section 2.** The Employer shall establish a personnel action system that requires priority processing of packages related to Employee deaths.

**Section 3.** After an Employee's death, the Employer will promptly notify the deceased Employee's beneficiary of all benefits to which a deceased Employee's beneficiary may be entitled. Upon request of the Employee's beneficiary, the Employer will assist in completing the appropriate forms and filing the claim for unpaid benefits. Those benefits shall include, but not be limited to, lump sum leave payment, any retirement insurance, social security benefits, and other services to which the beneficiary may be entitled. The personnel specialist shall be the contact until all applicable benefits are settled.

**Section 4.** Upon request, the Employer shall provide retirement planning counseling to any Employee participating in the Civil Service Retirement System (CSRS), Civil Service Retirement System-Offset (CSRS-offset) or Federal Employees Retirement System (FERS). The Employer shall provide assistance and individual counseling to BUEs concerning retirement planning. All information and material shall be presented to the BUE. .

**Section 5.** Upon request, any brochures and pamphlets associated with benefits programs shall be provided to the Union at no cost to the Union.

**Section 6.** The Employer shall ensure that the most recent version of the following brochures and forms are provided to new Employees for review, and are available for review upon request to all Employees:

- A. SF-2809-A, the Federal Employees Health Benefits Program;
- B. Enrollment Information Guide and Plan Comparison Chart, including the applicable fee schedule folder that accompanies the Service Benefit Plan Brochure;
- C. Brochures on government-wide plans;
- D. Any brochures they may request on plans sponsored by Employer organizations for which DOD Employees may qualify;
- E. Brochures of all the comprehensive plans serving the area in which the Employee is located; and
- F. Thrift Savings Plan.

**Section 7.** If there is any change in retirement, benefits, related laws or regulations, the Employer shall notify the Union. Any changes, shall be made in accordance with the Federal Service Labor-Management Relations Statute, and this Agreement.

**Section 8.** The Parties recognize that applications for Federal Service retirements are subject to the rules, processing procedures, and time limits established by the OPM. In order to minimize this processing time, Employees may submit their application for retirement to the Air Force Personnel Center (AFPC) ninety (90) days prior to the scheduled effective date of separation. When an Employee has given at least a thirty (30) day notice of his/her intent to retire, the Employer shall ensure that all necessary paperwork in connection with a retirement application is

forwarded to the appropriate office promptly after the actual separation of the Employee.

**Section 9.** If the Employee has not received his/her first check within thirty (30) days of the date OPM received his/her retirement package, the Employer will, upon request of the Employee, assist in securing retirement benefits for the Employee.

**Section 10.** In accordance with applicable government-wide regulations, an Employee may withdraw a resignation or retirement application at any time prior to its effective date, if the position was not abolished or filled.



## **ARTICLE 34**

### **TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS**

**Section 1.** Consistent with operational requirements, an Employee recuperating from an illness or injury, who is temporarily medically or physically unable to perform active Air Traffic Control duties, but capable of performing other duties, shall be assigned other duties that are commensurate with the Employee's position if such duties are available and the other duties are requested by the Employee.

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

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

**Section 4.** Consistent with operational requirements, Employees temporarily prohibited from performing control duties because of medications restricted by the Employer's directives, but capable of performing other duties, shall be assigned other temporary duties within the Facility if such duties are available and the other duties are requested by the Employee.

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

## **ARTICLE 35 REDUCTION IN FORCE**

**Section 1.** When it has been determined that a reduction-in-force (RIF) or downgrade as a result of a reduction in force of thirty (30) days or more, is imminent and unavoidable, the Employer agrees to promptly notify the Union of any plans or requirements which will affect BUEs. Upon written request from the Union, the Employer agrees to furnish the following information:

- A. Position(s) to be eliminated;
- B. Employees whose positions are eliminated or downgraded; and
- C. Proposed disposition of affected employees.

**Section 2.** The Employer and the Union will meet to negotiate as appropriate any RIF or downgrade on the BUEs.

**Section 3.** The Employer agrees to furnish affected employees with proposed change in assigned position at least sixty (60) days prior to the effective date of the action. If a meeting is scheduled to discuss the impact of the RIF or downgrade with affected employees, a Union Representative will be given the opportunity to be present.

**Section 4.** Employees who have received a specific notice of separation will be counseled as appropriate concerning their rights under:

- A. The Priority Placement Program;
- B. The Reemployment Priority List;
- C. The Displaced Employee Program;
- D. The Job Training Partnership Act; and,
- E. The Veterans Employment Opportunity Act.

Eligible Employees will be registered in these programs and will be referred, in accordance with the provisions of each program, for placement in temporary and permanent positions for which they qualify. Acceptance of temporary employment will not affect an Employee's right to be offered permanent employment. Furthermore, the Employer shall counsel those Employees who have received a specific notice of change to lower grade about their rights under the priority placement program and shall register eligible Employees in the program.

**Section 5.** The Employer will make a reasonable effort to find employment within the DOD, within the commuting area, for those Employees separated in a RIF. The Employer shall also inform separated Employees about the services of State Employment Agencies.

**Section 6.** The Employer agrees to consider all reasonable actions to avoid or minimize a RIF by instituting a hiring freeze, restricting promotions, or taking any other appropriate actions authorized by applicable regulations. This shall be accomplished before the official RIF register is drawn up. Existing vacancies will be utilized to the maximum extent feasible to retain qualified employees who would otherwise be separated. Every effort will be made within budgetary restraints, to retain employees affected by the RIF.

**Section 7.** Any employee demoted due to RIF or downgrade is entitled to special consideration for re-promotion in which he/she was demoted when a vacancy occurs in his/her former grade (or any intervening grade) for which he/she is qualified. A roster will be maintained by the Human Resources Office (HRO) , Selfridge, of all employees demoted or downgraded due to a RIF.

**ARTICLE 36**  
**WATCH SUPERVISOR/SENIOR CONTROLLER-IN-CHARGE**

**Section 1.** A Watch Supervisor/Senior Controller (WS/SC) is intended to provide watch supervision for the continuous operation of a facility or area where a supervisor is not available.

**Section 2.** When assigned WS/SC duties, an employee shall be given sufficient authority to fulfill the responsibilities of the assignment. General guidance and goals for the shift shall be conveyed in facility directives and during the shift position briefing. Assignments to WS/SC shall be made on a fair and equitable basis.

**Section 3.** When other qualified BUEs are available, the Facility Representative shall not be required to perform WS/SC duties.

## **ARTICLE 37**

### **TECHNOLOGICAL/PROCEDURAL CHANGES**

**Section 1.** The Employer agrees to notify the Union in writing of all tests and evaluation of technological/procedural changes. The Union shall be involved in any and all discussions involving the upgrade and/or change of all equipment and procedures that affect BUE's working conditions. Particular meeting attendance by the Union Representative shall be subject to operational requirements.

**Section 2.** The written notification shall contain proposed start and stop times and shall outline the reasons and intent of the technological/procedural change. The Union shall be provided with copies of any records, notes, diaries, video/audio tapes and any other materials derived from any test that are in the possession of the 297<sup>th</sup> ATCS/AT.

**Section 4.** The Union shall be allowed to designate a representative on all ATC related work groups established to oversee the development and implementation of all technological and procedural changes. The role of the designee will be to provide technical expertise and identify potential impact on BUEs. Union designated work group members will be provided access to the same information as any other work group member unless prohibited by law, rule or regulation and receive travel and per diem. The Union's Representative shall be on official time whenever these work groups convene and shall receive a reasonable amount of official time, not to exceed eight (8) hours, for the purpose of preparing and debriefing.

**Section 5.** In cases where two (2) or more Facilities jointly develop Letters Of Agreement, Memorandum of Understanding, Memorandum of Agreement, or any other document that obligates BUE's to perform new functions as an Air Traffic Controller, the Union shall be offered the opportunity to designate a representative to participate in this process. Particular meeting attendance by the Union Representative shall be subject to operational requirements.

**Section 6.** Nothing in this Article shall be construed as a waiver of any Union right including all rights as promulgated under Article 6 of the Agreement.

## **ARTICLE 38**

### **EDUCATION AND PROFESSIONAL TRAINING**

**Section 1.** Employees assigned to and/or enrolled in off-duty education or professional training may be entitled to all benefits provided by applicable law, regulation, and this Agreement. Based on availability, Employees shall be granted the opportunity to take advantage of Federal Aviation Administration, USAF Correspondence/distance learning or other similar courses at no cost to the Employee.

**Section 2.** Duty time to work on these courses shall be subject to operational requirements.

**ARTICLE 39**  
**ON-THE-JOB-TRAINING**

**Section 1.** The employees shall be provided time to conduct debriefings as soon as possible following each training session.

**Section 2.** When other qualified employees are available, the Facility Representative should not be assigned as a primary trainer for BUEs.



## **ARTICLE 40 TRAINING**

**Section 1.** Employees shall be provided training, in accordance with applicable Employer directives, in a fair and equitable manner. Priority for training shall be given to BUEs.

**Section 2.** If an Employee's training is interrupted for thirty (30) days or more, the Employee shall be allotted the training hours of the two previous training blocks to attain the level of proficiency he/she had prior to the interruption, before resuming the remaining allotted training days. The Employee's evaluations, training reports, and the Employee's position instructor's written input, shall be used by the Employer to determine when the Employee's former level of proficiency has been re-attained.

## **ARTICLE 41 TRAVEL**

**Section 1.** All temporary duty travel (TDY) will be authorized or confirmed by issuance of official travel orders when required as directed by the Employer or his/her designee. Travel orders will be issued, when required, at least five (5) days before the performance of travel to the maximum extent possible. The Union and the affected employee shall be notified as soon as it is known that an employee(s) will be required to travel.

**Section 2.** Upon completion of TDY, the BUE will submit the travel voucher (DD Form 1351-2), along with all supporting documents, to the BUEs supervisor within five (5) days. The supervisor will forward the voucher to the appropriate finance office. BUEs who need assistance in completing the voucher should contact their Supervisor. The appropriate finance office will process vouchers for payment in an expeditious manner. The filing of travel vouchers and time spent obtaining per diem/travel arrangements will be accomplished while in a duty status.

**Section 3.** Reimbursement for quarters will be based upon current travel regulations. If the BUE believes that quarters are inadequate, the BUE will contact the manager of the quarters for reassignment to new quarters or for issuance of a non-availability statement.

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

**Section 5.** BUEs shall be authorized a travel card or travelers checks upon a requirement for official travel.

**Section 6.** All travel by BUEs on a military aircraft or vehicle shall be as authorized under appropriate DoD directives.

**Section 7.** BUEs selected for assignments involving travel may be excused for justifiable reasons. In cases where a request to be excused is denied , the reasons will be fully explained to the employee.

## **ARTICLE 42**

### **CONTROLLER ACCOUNTABILITY**

The Parties recognize that the employees are accountable for ensuring that their performance conforms with established standards for professional judgment. However, in the event of a difference in professional judgment between the employee and the Employer, the employee shall comply with the instructions of the Employer and the Employer shall assume responsibility for its own decisions.

## **ARTICLE 43 MEDICAL QUALIFICATIONS**

**Section 1.** Medical certificates shall be granted in accordance with the existing policies and practices of the Employer. Medical standards and associated tests are established in accordance with governing regulations and shall be applied uniformly in all cases.

**Section 2.** All medical examinations scheduled by the Employer shall be on duty time in accordance with applicable laws, rules, regulations, and this Agreement. When an Employee spends more than eight (8) hours in an official duty status during which he/she submits to a medical examination the provisions of Article 31 will apply.

**Section 3.** If a civilian employee is required to see a military physician to obtain a Class II Medical Certificate the military physician shall not apply any standard other than those outlined in FAR 65 for air traffic controllers.

**Section 4.** The Employer shall bear any and all costs associated with obtaining a Class II flight physical for each BUE.

**Section 5.** The Employer shall provide BUEs access to information regarding restricted medications.

**ARTICLE 44**  
**MAINTAINING PROFICIENCY AND CURRENCY**

The Employer holds the responsibility to ensure that each controller who holds position certifications in any facility is provided with sufficient time in each facility where a certification is held to meet facility proficiency requirements.

## **ARTICLE 45**

### **SYSTEM ERROR/ DEVIATION**

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

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

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

**Section 3.** The Employee and Union Representative shall be given an entire copy of any and all investigation reports concurrently with its submission to the ATM. If the Employee or Union Representative do not feel the findings of the Facility investigation are correct, they may submit comments in writing to the ATM within ten (10) working days of receipt of the investigation report. The ATM shall maintain this document with the file and consider it when making a final ruling.

**Section 4.** Management shall investigate and analyze causal factors so that deficiencies in human, procedural, and/or equipment elements of the Air Traffic Control system can be identified and corrected. If there is an outstanding maintenance/procedural issue on equipment/procedures at the time of the error/deviation, and the ATM identifies the equipment/procedure as a causal factor, then the error/deviation shall be categorized as an equipment and/or procedural error and not a human error.

**Section 5.** The Union Facility Representative and the affected Employee shall receive a copy of the ATM or Commander, 297<sup>th</sup> ATCS/AT HIANG system error/deviation final report.



## **ARTICLE 46**

### **NATIONAL TRANSPORTATION SAFETY BOARD (NTSB)**

**Section 1.** The Parties recognize that the entitlement of Air Safety Investigators to participate in NTSB investigations is a decision reserved by regulation by the NTSB. Should the NTSB allow NATCA investigators to participate and grant "Party status" to NATCA, Representatives who are not Employees of the 297<sup>th</sup> ATCS/AT HIANG will be allowed access to the ATC Facility with prior coordination with the Employer.

**Section 2.** The Employer shall notify the Facility Representative, or his/her designee, of any accident or incident involving fatalities or injuries or that may have potential controller involvement.

**Section 3.** If a BUE requests to make an official or unofficial statement, controllers shall have complete access to all recorded information.

**Section 4.** Request for an official or unofficial written statement must be made within four (4) hours of a suspected incident.

## **ARTICLE 47**

### **SURVEYS AND QUESTIONNAIRES**

**Section 1.** The Employer recognizes it is in its interest to have maximum support for all surveys of all BUEs. The Employer shall not conduct surveys without providing the Union an opportunity to review and comment on the questions and related issues. The Union shall, if possible, be provided an advance copy of any survey prior to BUE distribution.

**Section 2.** Any questionnaire/survey conducted of BUEs shall be done on duty time.

**Section 3.** The Employer shall provide appropriate procedures for the Bargaining Unit Employee to return the questionnaire/surveys.

**Section 4.** Participation of BUEs in surveys shall be voluntary and anonymous.

**Section 5.** If requested by the Union, and if the Employer will receive such information, the Union shall be provided a copy of any results, summary or overview of the questionnaire/survey

## **ARTICLE 48 COMMITTEES**

**Section 1.** For the purpose of this Article, "committee and/or work group" means any committee and/or work group established by the ATM or Commander 297<sup>th</sup> ATCS that does not undertake deliberations on the exercise of Management rights under 5 U.S.C. 7106.

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

## **ARTICLE 49**

### **NEW FACILITIES/CURRENT FACILITY EXPANSION**

**Section 1.** Once the decision has been made to build a new ATC facility, combine ATC functions at a new location, or make improvements to the existing facility, the Union shall be notified in writing within a reasonable amount of time in advance of the proposed date of construction.

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

**Section 3.** Any agreements reached by the Parties in the work group referenced above shall be reduced to writing and shall be binding on both Parties. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 6 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Employer right.

## **ARTICLE 50 OCCUPATIONAL SAFETY AND HEALTH**

**Section 1.** The Employer shall ensure all BUEs are provided a safe, healthy, clean, and professional work environment. Factors to be considered include, but are not limited to, heating, air conditioning, ventilation, air quality, lighting, cleanliness and water quality.

**Section 2.** The Employer recognizes the need to work with the Union in developing and promoting accident prevention programs and practices. Both Parties shall encourage Employees to promptly report unsafe conditions. The Union and/or BUEs may make recommendations related to safety and health to the ATM. The ATM shall, within twenty-five (25) days, advise the Union and/or BUE of the status of the recommended action. The Employer shall provide reasons for not implementing recommendations. If the recommended actions are not implemented or are beyond the authority of the ATM or Commander 297<sup>th</sup> ATCS/AT HIANG, he/she shall forward the recommendations to the appropriate authority for action within thirty (30) days of receipt and provide a copy of the recommendations to the Union Representative.

**Section 3.** Any Employee who believes that he/she is working under conditions that are unsafe or unhealthy shall have the right to request an inspection by an appropriate inspection authority.

**Section 4.** The Employer shall supply and replenish first aid kits which, at a minimum, shall include blood-borne pathogen clean up kits, alcohol swabs, acetaminophen, aspirin, gauze pads and band-aids. These kits shall be readily accessible to BUEs during all hours of facility operation.

**Section 5.** The Employer shall annually review fire evacuation procedures with all personnel and provide training in the operation of fire extinguisher and other related equipment at the Facility. Fire evacuation plans shall be conspicuously

displayed and reviewed by each Employee in the presence of a Supervisor.

**Section 6.** The Employer shall make available official first aid and CPR training or training courses for BUEs.

**Section 7.** In the event of construction or remodeling within the ATC Facility, the Employer shall insure that safeguards are maintained to prevent injury or exposure of BUEs to any hazardous conditions. The Union shall be advised of any such construction in accordance with Article 6 of this Agreement and applicable laws.

**Section 8.** If the Employer initiates or is aware of the use of hazardous substances, chemicals or pesticides at the ATC Facility, the Union shall be notified in writing and advised of the nature and purpose of their use and potential adverse effects on employees and be provided a copy of any material safety data sheet available to the Employer for any hazardous materials, chemicals or pesticides used. The Union Facility Representative shall be advised in sufficient time prior to the use of any such chemicals or pesticides in accordance with Article 6 of this Agreement and applicable law.

**Section 10.** If an Employee becomes incapacitated at work, the Employer shall arrange for transportation to a physician, medical facility, or other Employee designated location. If requested by the BUE, or if the BUE is unable to request, the Employer shall notify the Employee's family or other party designated by the BUE, of the occurrence and of the BUEs location.

**Section 11.** When an Employee is unable to fill out appropriate documents for entitlements because of incapacitation, the Employer shall assist the Employee's family in filing such documents.

**ARTICLE 51**  
**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**Section 1.** It is agreed between the Parties that all precautions will be taken to eliminate and prevent discrimination against any Employee based on age, sex, race, religion, color, national origin or physical disability. The Employer shall ensure that BUEs are not harassed based upon their sexual orientation. The Parties shall also take necessary action to avoid and eliminate acts of reprisal against employees who report or discuss possible discriminatory activities or attempt to protect their rights in any other manner.

**Section 2.** The Employer shall post the name(s), office and work telephone number(s) of all EEO counselor(s) available to BUEs.

**Section 3.** At the request of the BUE they shall have a Union Representative present during an EEO meeting.

**Section 4.** Upon request, the Employer shall brief BUEs on DoD/USAF EEO policies and update BUEs when changes occur.

## **ARTICLE 52**

### **CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)**

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

**Section 2.** Sick leave may be granted for the purpose of treatment or rehabilitation in accordance with Article 19 of this Agreement.

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

**Section 4.** At least once annually, the CEAP activity coordinator shall provide information on the CEAP to each Bargaining Unit Employee. This information may be in the form of brochures and/or briefings.

**Section 5.** BUEs shall be allowed to contact and discuss incidents with the NATCA Critical Incident Stress Management (CISM) peer group counselors on duty time.



**ARTICLE 53**  
**WELLNESS AND PHYSICAL FITNESS**

**Section 1.** The Parties recognize that physical fitness programs and BUE wellness 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 Employer recruitment potential.

**Section 2.** By mutual agreement, the Parties may form a Wellness and Physical Fitness Committee. The committee should be formed so as to fairly represent all facility employees. The Union, at its election, may designate a representative to serve as a member of the committee.

## **ARTICLE 54 VEHICLE PARKING**

**Section 1.** When vehicle parking is under the control of the Employer, the Employer shall provide adequate and secure parking for BUEs as close to the facility as possible. When parking is not under the control of the Employer, every reasonable effort will be made to obtain parking as close to the facility as possible.

**Section 2.** When one or more facility parking spaces are reserved for air traffic, except for those reserved for government cars, visitors and for persons with disabilities, a space shall be permanently reserved for the NATCA Facility Representative marked by the NATCA logo.

## **ARTICLE 55 DRESS CODE**

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

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

**Section 3.** If a BUE wears dress shorts they shall be worn with a collared shirt. Denim trousers and dress shorts shall be permitted as long as their condition meets the standards of Section 1 of this Article.

**Section 4.** Examples of clothing that is not allowed are: tank tops, t-shirts without pockets, cut offs, high heel shoes, flip flops or open toed sandals.

## **ARTICLE 56 BREAK ROOM**

**Section 1.** The Employer shall provide a suitable break room to be used by all BUEs.

**Section 2.** This break room shall not be for joint purposes and its sole function will be for the use of employees in a non-work status. It will include at a minimum, a refrigerator, conditioned air, microwave oven, comfortable seating, at least one table suitable for eating, at least one non-recorded employee dedicated telephone line and phone, a radio, and a TV. Employees shall have access to a sink with hot and cold water that is in close proximity to the break room. The break room shall be large enough for at least 3 adults to use simultaneously.

## **ARTICLE 57 EMPLOYEE SERVICES**

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

**Section 2.** The Employer shall provide a cold, fresh, drinking water supply to the Tower and Radar Room workspaces. The Employer shall test for evidence of drinking water contamination (by lead or other contaminants exceeding EPA water quality standards), at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Employer will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all BUEs until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.

**Section 3.** The Employer shall ensure that restrooms are clean and adequately stocked throughout the air traffic control facility.

**ARTICLE 58**  
**EQUIPMENT AND SUPPLIES**

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

**ARTICLE 59**  
**PERSONAL PROPERTY CLAIMS**

Employees may make claims for damage to or loss of personal property resulting from incidents occurring at the ATC facilities in accordance with 28 CFR 14.2. The Employer will assist an Employee filing such claims.

## **ARTICLE 60**

### **SENIORITY**

Seniority shall be determined by the Union except where governed by law. The Union shall provide the Seniority List to the employer.



## **ARTICLE 61**

### **DISCIPLINARY/ADVERSE ACTIONS**

**Section 1.** For the purposes of this Agreement, a disciplinary action is defined as a suspension of fourteen (14) calendar days or less and letters of reprimand, written admonishments and oral admonishments. An adverse action is defined as a removal, an indefinite suspension, suspension of more than fourteen (14) calendar days, reduction-in-grade or pay, or furlough for thirty (30) calendar days or less. The removal of probationers is an exception to this Article and shall be governed by the provisions of Article 28 of this Agreement.

**Section 2.** Actions may not be taken against an Employee under this Article except for such cause as will promote the efficiency of the service. Actions must be supported by a preponderance of the evidence. Actions must be determined on the merits of each individual case.

**Section 3.** All facts pertaining to any disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking action.

**Section 4.** An Employee against whom an adverse action is proposed, which falls under the jurisdiction of the Merit Systems Protection Board such as removal, suspension of more than fourteen (14) days, reduction-in-grade or pay, or furloughs of thirty (30) days or less, may appeal that action to the Merit Systems Protection Board or grieve under Article 8 of this Agreement, but not both. If the employee files a case in both arenas, the case filed first shall be the only one used.

**Section 5.** An Employee against whom action is proposed under this Article and his/her Union Representative shall have the right to review all of the information relied upon to support the action and shall be given a copy of the information upon the Employee's or Union Facility Representatives written request.

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

- A. The Employer shall give the employee written notice proposing the action. An employee against whom an action is proposed is entitled to at least thirty (30) days' advance written notice unless the crime provision is invoked. The Employer shall provide the rationale for the proposed penalty.
- B. The Employee has the opportunity to respond to the notice orally and in writing within fifteen (15) days from the date the employee receives notice proposing the action.
- C. The Employer shall consider the employee's reply and then provide the employee with a written decision concerning the proposed action. The Employee may have representation during all phases including the oral response.

**Section 7.** An Employee and his/her Union Representative shall be granted official time, if otherwise in a duty status, in cases involving disciplinary/adverse actions covered by this Agreement to review the material relied upon by the Employer in proposing a disciplinary or adverse action and for the purpose of preparing and presenting answers to proposed actions covered under this Article. The official time shall be up to 4 hours each for Letters of Reprimand and lesser discipline and up to 16 hours each for higher levels of discipline.

Such time shall be requested on OPM-71 and the BUEs shall be subject to recall due to operational requirements.

**Section 8.** In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

**Section 9.** Any and all discipline/adverse actions invoked against employees shall be administered fairly, justly and without bias.

**Section 10.** Management's action may not be sustained if a harmful error is shown.

**Section 11.** In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Employer shall consider the factors as outlined in Douglas v. Veterans Administration, 5 MSPB 313 (1981). When the Employer decides that corrective action is necessary, consideration should be given to the application of measures which, while not disciplinary, will instruct the offending Employee and/or remedy the problem. When it is determined that discipline is appropriate, informal disciplinary measures should be considered before taking a more severe action.

## **ARTICLE 62**

### **TEMPORARY PROMOTIONS**

**Section 1.** When it is known that a higher level position will be unencumbered for a period of fifteen (15) days or more and a Bargaining Unit Employee is or has been assigned to fill the position (substantially performing the duties and responsibilities of the position), that Employee shall be given an immediate temporary promotion as soon as the administrative requirements can be met and the necessary paperwork effected.

**Section 2.** All temporary promotions will be officially documented.

**Section 3.** The Facility Representative shall not be required to temporary fill management positions when other qualified BUEs are available.

## **ARTICLE 63 SUBSTANCE TESTING**

**Section 1.** The Employer shall inform the Union of what laws, rules, and/or regulations the Employer will utilize for all substance testing (drug and alcohol).

**Section 2.** If the employer requires drug/alcohol testing, all testing shall be completed on duty time. If the Employer elects to conduct on-site collection, the Union Facility Representative or his/her designee shall be notified of the arrival at the facility of the collector for the purposes of conducting substance testing of BUEs. Unless prohibited by operational requirements, the Facility Representative, or his/her designee, will be released for the purpose of performing representational duties. The Employer shall advise the Facility Representative or his/her designee of the maximum number of employees to be tested. The representative or his/her designee will be notified when substance testing has been completed. Upon request, the Employer will inform the Union Representative of the number of people tested at the facility and the number of employees to be rescheduled. If employees are sent to a private medical facility for the purpose of being drug tested, the Facility Representative shall be notified of such in advance and released to perform all representational duties. The representative shall be notified of the number of tested employees and notified of when the testing has been completed.

**Section 3.** An employee who wishes to have a Union Representative present during the testing process shall be permitted to do so. The employee shall notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner.

**Section 4.** Employees will be given notice where and when to appear for substance testing in as private and confidential manner as possible. In no instance shall this be done in a public manner.

**Section 5.** All collectors, and other employees of the urine collection/alcohol testing contractor with access to testing records, will be required to execute non-disclosure statements. These statements will cover all information about BUEs.

**Section 6.** The Employer shall administer the Substance Testing Program in a fair and equitable manner. If for any reason a substance test is declared invalid, for reasons other than adulteration, the test will be treated as if it had never been conducted, and any and all files kept by the Employer on the affected employee shall be expunged of all information related to the test. Employees will not be selected for testing for reasons unrelated to the purposes of the program.

**Section 7.** The Employer shall ensure that the DHHS Guidelines regarding proper storage, handling, and refrigeration of urine samples prior to testing are followed.

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

**Section 9.** Employees shall be provided with the opportunity to provide any written comments they deem appropriate during the testing process.

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

**Section 11.** Post accident testing shall only be conducted on employees whose work performance may have contributed to an accident or incident.

**Section 12.** When reasonable suspicion exists that an employee has violated the substance prohibitions, the Employer may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. 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.

**Section 13.** Any employee unable to provide a urine sample for substance testing shall be allowed a reasonable time to provide a sample.

**Section 14.** The Employer shall be required to perform a second test on a new portion of the same specimen if a positive result was obtained in the first drug test. This second test will be done by using gas chromatography and mass spectrometry. Only confirmed test results will be communicated to the Employer for necessary action.

**Section 15.** Every reasonable effort shall be made to accommodate employee requests for annual or sick leave immediately upon completion of a drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

**Section 16.** The Union shall have access to all available certifications, maintenance and calibration history of equipment and all quality control information that the Employer has access to pertaining to any laboratory conducting substance testing of BUEs.

**Section 17.** Employees who are removed from safety related duties due to a confirmed alcohol test of .02 - .039 may be assigned administrative duties, if the Employer determines such duties are available. If such duties are not available, the employee shall be offered the option to be placed on annual leave or leave without pay. The Employer's assignment of administrative duties or granting of leave under these circumstances in no way affects the Employer's determination that the employee was not ready for

work, or the final decision to take disciplinary/adverse action as appropriate.

In assessing whether to discipline an employee for a subsequent alcohol test results of .02 - .039, consideration will be given to the length of time that has elapsed from the date of the previous test.

**Section 18.** Prior to the receipt of a proposed notice of disciplinary or adverse action for a violation of drug and/or alcohol testing, the employee may request immediate resignation or voluntary retirement, if eligible, and it will be processed accordingly.

**Section 19.** If an employee is held past his/her shift end time for any provision of this article, he/she will be paid overtime or compensation time in accordance with all laws, rules, and regulations and this Agreement.



## **ARTICLE 64 SELF-REFERRAL**

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

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

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

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

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

**Section 4.** If the employee self-refers, the employee shall ensure that appropriate medical personnel shall contact the employee's facility manager and notify him/her of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons and periodically provide updates on the employees progress, if necessary. The nature of the medical problem shall not be released.

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

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

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

**ARTICLE 65**  
**ACQUIRED IMMUNO-DEFICIENCY SYNDROME (AIDS)**

**Section 1.** Employees infected with or have the Human Immuno-Deficiency Virus (HIV), or with Acquired Immuno-Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of the Rehabilitation Act of 1973, as amended, qualified disabled BUEs will be reasonably accommodated.

**Section 2.** The Parties agree that medical documentation and other personal information related to the medical condition of BUEs with AIDS or HIV positive shall be treated in a way to protect confidentiality and privacy. Except as follow-up to an identified medical condition, managers or supervisors shall not inquire as to the potential HIV/AIDS status of a BUE.

## **ARTICLE 66 PUBLISHING THE AGREEMENT**

**Section 1.** The Employer will provide, at no cost to the Union, copies of this Agreement in print that can be easily read, for each Employee in the Bargaining Unit. The Employer will also provide a copy to all Employees entering the Bargaining Unit after the effective date.

**Section 2.** The Employer will provide twenty five (25) additional copies and an electronic disk containing the contract to the Union.

## **ARTICLE 67 EFFECT OF AGREEMENT**

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

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

**Section 3.** The Employer agrees to apply its rules, regulations, directives, and orders in a fair and equitable manner. Any changes thereto will be in accordance with Article 6 of this Agreement.

## **ARTICLE 68 REOPENER**

**Section 1.** The Parties may agree to reopen any portion of this Agreement upon mutual consent. As an example any modification of the provision(s) or regulations of the Federal Labor Relations Authority or legislation 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 2.** 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 remain in effect for thirty-six (36) months from the date it is approved by the Department of Defense, and shall be automatically renewed for additional periods of twelve (12) months unless either Party gives written notice to the other of its desire to renegotiate or terminate this Agreement. Any extensions of this Agreement will also subject the provisions of the Agreement to approval by the Department of Defense. The written notice must be given not more than one hundred twenty (120) calendar days or not less than ninety (90) calendar days preceding the expiration date of this Agreement. Negotiations under this Article shall commence not later than thirty (30) calendar days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached.

## DEFINITIONS

<b>AFD</b> .....	Air Force Directives
<b>AFI</b> .....	Air Force Instructions
<b>AFPC</b> .....	Air Force Personnel Center
<b>ATCS</b> .....	Air Traffic Control Specialist
<b>ATCS</b> .....	Air Traffic Control Squadron
<b>ATM</b> .....	Air Traffic Manager
<b>Break time</b> .....	A period of time during a work shift that no duties are assigned.
<b>BU</b> .....	Bargaining Unit
<b>BUE</b> .....	Bargaining Unit Employee (may be used interchangeably with the term 'employee')
<b>BUM</b> .....	Bargaining Unit Member
<b>Call Back Overtime</b> .....	Overtime assigned to a BUE during a RDO
<b>CBA</b> .....	Collective Bargaining Agreement
<b>CFR</b> .....	Code of Federal Regulations
<b>Civil Service Reform Act</b> .....	5 USC Chapter 71
<b>CT</b> .....	Compensatory Time
<b>Days</b> .....	All references to "days" in this agreement refer to calendar days unless otherwise noted.



110

**Prime Time Leave** .....Leave Periods negotiated at the local level that require advance leave bidding.

**Regulations**.....USAF Regulations and Instructions

**SC** .....Senior Controller

**SF**.....Standard Form

**Standby Time**.....A period where controllers are at their duty facility but not in the control room or tower cab.

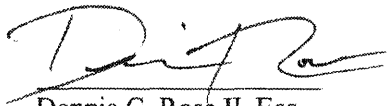
**Time Limits** .....All time limits in this agreement may be extended by mutual agreement of the parties.

**U.S.C.**.....United States Code


**Watch Schedule** .....The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off

**WS** .....Watch Supervisor

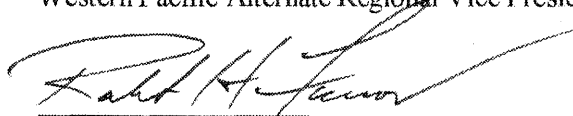
**NATCA Collective Bargaining Agreement Negotiating Team**



Dennie C. Rose II, Esq.  
Labor Relations Staff Representative



Mark Sherry  
Western Pacific Alternate Regional Vice President

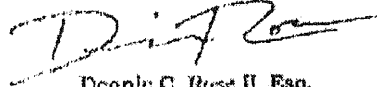


Robert Farrow  
JRF President/Facility Representative

This agreement between the 297<sup>th</sup> Air Traffic Control Squadron, Kalaeloa Airport and the National Air Traffic Controllers Association is approved and is effective June 10, 2003.

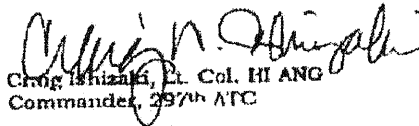
Signed:

For the Union



Donnie C. Rose II, Esq.  
Labor Relations Staff Representative

For the Employer



Craig Ishizaki, Lt. Col. HI ANG  
Commander, 297<sup>th</sup> ATC

Appendix 1



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

NATIONAL GUARD BUREAU  
OAHU, HAWAII  
-Activity

CASE NO. SF-RP-00026

-and-

NATIONAL AIR TRAFFIC CONTROLLERS  
ASSOCIATION, AFL-CIO  
-Labor Organization/Petitioner

**CERTIFICATION OF REPRESENTATIVE**

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and with the Regulations of the Federal Labor Relations Authority. A majority of the valid ballots has been cast for a representative for the purpose of exclusive recognition.

Pursuant to authority vested in the undersigned,

IT IS CERTIFIED that NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named labor organization is the exclusive representative of all employees in the unit.

**UNIT:**

**INCLUDED:** All Air Traffic Control Specialists of the National Guard Bureau, Kalaheon Airport, Oahu, Hawaii.

**EXCLUDED:** All technicians employed under Title 32 U.S.C. § 709; professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6) and (7).

**FEDERAL LABOR RELATIONS AUTHORITY**

Dated: October 26, 2000

  
Jean M. Parata, Acting Regional Director  
San Francisco Region

Attachment: Service Sheet

OPTIONAL FORM 96 (7-80)

FLRA Form 28  
(Rev. 1/86)



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL MANAGEMENT SERVICE  
1400 KEY BOULEVARD  
ARLINGTON, VA 22209-5144

10 JUN 2003

MEMORANDUM FOR COMMANDER, 297<sup>TH</sup> AIR TRAFFIC CONTROL  
SQUADRON, ATTN: MR. NORMAN R. SIMPSON,  
AIR TRAFFIC MANAGER, KALAELOA AIRPORT  
297 ATCS/AT, P. O. BOX 75245, KAPOLEI, HI 96707-0245

SUBJECT: Negotiated Agreement Between the 297<sup>th</sup> Air Traffic Control Squadron and  
the National Air Traffic Controllers Association

The subject agreement was disapproved by this office on May 21, 2003. The parties have subsequently renegotiated the disapproved language and executed those provisions on June 9, 2003. This office received them via electronic mail and reviewed them pursuant to 5 U.S.C. 7114(c). All previous negotiability issues are resolved and the agreement is hereby approved.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate: Approved by the Department of Defense on 10 JUN 2003.

Copies of the approved agreement should be forwarded as follows:

Defense Civilian Personnel Management Service (DCPMS) Field  
Advisory Services Division, Labor Relations Branch, 1400 Key Blvd., Suite B-200,  
Arlington, Virginia 22209-5144 – one copy of the approved agreement on disk  
(Microsoft Word, WordPerfect or any standard text format) or e-mail us a copy at  
[labor.relations@cpms.osd.mil](mailto:labor.relations@cpms.osd.mil).

If there are any questions concerning the agreement, Andrea Krawczyk can be reached on DSN 426-6301 or commercial (703) 696-6301, extension 430.

A copy of this memo was served on the union by first class mail on 10 JUN 2003.

*Neil J. Gendel*  
for Chief, Field Advisory Services Division

## INDEX

Acquired Immuno Deficiency Syndrome (AIDS), 104

Annual Leave, 35

Arbitration, 19

Break Room, 89

Changes in Working Conditions, 11

Civilian Employee Assistance Program (CEAP), 85

Committees, 80

Compensation, 53

Controller Accountability, 73

Disciplinary/Adverse Actions, 94

Dress Code, 88

Dues Withholding, 21

Duration, 108

Education and Professional Training, 68

Effect of Agreement, 106

Employee Records, 32

Employee Rights, 5

Employee Services, 90

Employer Rights, 7

Equal Employment Opportunity (EEO), 84

Equipment and Supplies, 91

Familiarization and Liaison Travel, 47

Federal Personnel Manuals and DoD Regulations, 27

Grievance Procedure, 15

Hazardous Geological/Weather Conditions, 46  
Holidays, 44

Jury Duty and Court Leave, 42

Leave for Special Circumstances, 41

Maintaining Proficiency and Currency, 75

Medical Qualifications, 74

Mid Term Bargaining, 11

National Transportation Safety Board (NTSB), 78

New Facilities/Current Facility Expansion, 81

Occupational Safety and Health, 82

On the Job Training, 69

Overtime/Premium Pay, 55

Parties to the Agreement and Union Recognition, 1

Pay Procedures, 58

Performance Standards and Evaluation, 29

Personal Property Claims, 92

Position Descriptions, 28

Position Rotation and Relief Periods, 51

Probationary Employees, 52

Problem Solving, 13

Publishing the Agreement, 105

Recognition and Awards Program, 31

Reduction in Force, 63

Reopener, 107

Representation Rights, 9

Retirement and Benefits Administration, 59



Self-Referral, 102

Seniority, 93

Sick Leave, 37

Substance Testing, 98

Surveys and Questionnaires, 79

System Error/Deviation, 76

Technological/Procedural Changes, 66

Temporarily Disabled Employees/Assignments, 62

Temporary Promotions, 97

Training, 70

Travel, 71

Union Publication and Information, 24

Union Representation, 2

Use of Official Government Telephones, 26

Use of Employer's Facilities, 24

Vehicle Parking, 87

Wages, 54

Watch Schedules and Shift Assignments, 49

Watch Supervisor/Senior Controller-Controller in Charge, 65

Wellness and Physical Fitness, 86

Working Hours, 48