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ARTICLE 1
PARTIES TO THE AGREEMENT

Section 1. This Agreement is made by and between the National Air Traffic Controllers Association, AFL-CIO (hereinafter "the Union"), and the Federal Aviation Administration, Department of Transportation (hereinafter "the Agency"). The Union and the Agency are referred to collectively herein as "the Parties."

ARTICLE 2
UNION RECOGNITION AND REPRESENTATION

Section 1. The Agency hereby recognizes the Union as the exclusive bargaining representative of the bargaining units referenced in Appendix A.

Section 2. If the bargaining unit(s) described in Section 1 is/are amended to include other employees, those employees shall be covered by this Agreement.

Section 3. The Union may designate representatives at each facility/office, division, branch, section, and/or any other organizational unit where bargaining unit members exist to deal with the Agency at the corresponding level. At the designated representative's option, he/she may designate a different individual to deal with specific issues or to cover periods of absence. The designation of all Agency and Union representatives shall be in writing.

Section 4. When the Union designates a nonresident Union Representative, absent an emergency or other special circumstances at the facility/office at which he/she is employed, he /she shall be made available to carry out his/her functions under this Agreement. A nonresident Union Representative is entitled to official time in accordance with Section 15, for the facility/office being represented,

but is not entitled to official time for travel or to travel and per diem allowances. The management representative assigned to the facility/office at which the Union has designated a nonresident Union Representative shall deal with the nonresident Union Representative in person, via telephone, by letter or otherwise mutually agreeable method, on all matters covered under this Agreement or otherwise required by law.

Section 5. During meetings between the Manager and/or a designee and the Union Representative and/or a designee, the Union Representative or a designee will be afforded representatives in equal numbers. Such meetings shall be held at mutually agreeable times. At any meeting called by the Manager or a designee, the Union participant(s) shall be on official time if otherwise in a duty status.

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

Section 7. The normal point(s) of contact for dealing with issues between the Parties is contained in Appendix B.

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

Section 9. The Union Representatives specified in the above Sections of this Article are the only individuals authorized to represent the Union in dealings with FAA officials at the respective levels specified in this Article. Management officials shall not meet/deal with any other Union official, other than the designated Union official at their respective level, unless otherwise agreed to by the Union.

Section 10. Any Union official and/or a designee shall be permitted to visit Agency facilities to perform representational duties, subject to prior notification.

Section 11. Once annually, each Union Representative or a designee may be granted excused absence for short periods of time, ordinarily not to exceed sixteen (16) hours at a time to receive information, briefings, or orientation relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Agency may request an agenda for meetings under this Article to justify the request for time. Determinations as to whether an individual can be spared from duty shall be based on staffing and workload.

Section 12. The Union Representative or a designee shall be allowed up to sixty (60) minutes for confidential orientation of new facility/office employees to explain local facility/office policies and practices and the role and responsibilities of the Union. For larger groups, additional time may be allowed for this purpose.

Section 13. If otherwise in a duty status, each Union Representative identified in this Article shall be granted official time, not to exceed forty (40) hours, on a one time basis in order to attend the NATCA representative school for the mutual benefit of the Union and the Agency. The Union shall provide a minimum of forty-five (45) days advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties.

Section 14. The Representatives identified in this Article or a designee shall be granted sixteen (16) hours of excused absence to receive orientation on the meaning of Articles of this Agreement. In the event any of these Representatives are officially replaced, his/her successor will be granted sixteen (16) hours of excused absence to receive orientation on the meaning of the Articles in this Agreement,

provided they have previously not received this time. Unless staffing and workload do not permit, excused absence not to exceed eight (8) hours shall be granted for on-site briefings for other designated Union Representatives.

Section 15. Absent an emergency or other special circumstance, upon request, each Representative identified in Appendix C shall be granted the amounts of official time identified in Appendix C, per pay period, to prepare for meetings with Management and perform other representational duties.

This grant of time is exclusive of time provided for by the Federal Service Labor-Management Relations Statute for negotiations or impasse proceedings as provided for in 5 USC§7131(a) and (c), investigations, formal discussions/meetings or any other provision of this Agreement.

Union Representatives may delegate their official time to Union designees within their bargaining unit. Should a Union Representative elect to delegate his/her official time, such delegation shall be made in writing to the Manager or a designee and shall include; the name of the Union designee and the number of hours delegated.

When the delegation is for a specific date and the need is known and communicated a minimum of eight (8) days in advance, the delegation shall be approved as specifically requested. If the delegation is made with less than eight (8) days notice it shall be approved absent an emergency or other special circumstance.

Union 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 an emergency or other special circumstance which would necessitate a

need for them to resume work (e.g. an imminent severe weather disturbance).

The Union Representative should notify the Manager of his/her intention to perform representational duties off the premises and the Manager 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 16. Union Representatives shall record via the Agency's automated official time tracking system, the appropriate category into which the use of all such official time falls as defined below. Upon review of the data if it is determined the time is not being recorded accurately, the Parties agree to meet at the National level to resolve the problem.

Term Negotiations: Includes time used by Union Representatives for, or in preparation for (1) negotiations over a basic agreement; or (2) negotiations over the supplementation or renegotiation of that agreement or under a re-opener provision in that agreement.

Mid-Term Negotiations: Includes time used by Union Representatives for, or in preparation for negotiations occurring during the term of that agreement (i.e., mid-term bargaining). This category includes both interest based and position based negotiations. FMCS, FSIP, and interest arbitration services are also included in this category.

Dispute Resolution: Official time granted for employee representation functions in connection with such things as grievances, arbitrations, adverse actions, alternative dispute resolution (ADR), and other labor relations complaint and appellate processes. This category may also include union counseling of employees on problems, phone calls, e-mails, and meetings with Management

concerning employee complaints/problems that are pre-grievance or pre-complaint, but not part of any formal ADR process.

General Labor-Management Relationship: Official time authorized for representational functions in connection with all other activities not covered by the categories of Negotiations and Dispute Resolution. This category might include labor-management committees, partnership activities where the Union is represented, consultation, pre-decisional meetings, walk-around time for OSHA inspections, labor-relations training for Union Representatives, and formal and Weingarten-type meetings under 5 USC§7114(a)(2)(A) and (B).

Section 17. For Union locals with one hundred (100) or less Union members, one (1) Union delegate shall be granted annual leave, LWOP, compensatory time, travel compensatory time, or accrued credit hours to attend the Union's annual convention. For locals with more than one hundred (100) members, one (1) additional delegate shall be granted such leave for each additional fifty (50) Union members. Annual leave, compensatory time, travel compensatory time, or accrued credit hours for other employees who wish to attend the convention, may be approved unless prohibited by staffing and workload. Leave requests under this Section shall be submitted six (6) weeks in advance. Any questions regarding the number of Union members shall be resolved using dues withholding figures pursuant to Article 11 of this Agreement.

Section 18. The amounts of official time contained in this Agreement may not be increased or decreased. Exceptions to this Section may be agreed to only by the Parties at the national level.

Section 19. The Agency recognizes the right of a duly recognized Union Representative to express the views of the Union, provided those views are identified as Union views.

Section 20. The express terms of this article apply separately and distinctly to each of the bargaining units covered by this Agreement.

ARTICLE 3
RIGHTS OF UNION OFFICIALS

Section 1. Union officials who are elected or appointed to serve in an official capacity as a representative of the Union shall be granted, upon request, LWOP concurrent and consistent with elected terms of office or appointment. Each request by an employee for such LWOP shall be for a specified period and shall be certified by the National Office of the Union.

Section 2. It is understood that bargaining unit employees covered by this Agreement may, subject to the NATCA Constitution, serve in the capacity of National/Regional Vice President or Alternate Vice President.

In the event an employee covered by this Agreement serves in such a capacity, he/she shall be granted eighty (80) hours of official time per pay period to perform the representational duties of the office.

The time granted under this Section may be delegated to other Union Representatives covered by this Agreement.

Written notice of delegation of official time granted under this Article shall be made to the appropriate Agency representative via e-mail and shall include the name of the Union designee and the number of hours delegated. When the delegation is for a specific date and the need is known and communicated a minimum of eight (8) days in advance, the delegation shall be approved as specifically requested. If the delegation is made with less than eight (8) days notice it shall be approved absent an emergency or other special circumstance.

Section 3. Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility/office to which he/she was assigned prior to his/her assuming LWOP status. In the event there is a reduction-in-force at that facility/office while the Union official is in a LWOP status, the Union official's future duty status and duty location shall be determined in accordance with Article 47 of this Agreement. By mutual agreement between the Union official and his/her employing FAA region/directorate, he/she may be returned to a duty station other than the duty station to which he/she was assigned prior to his/her assuming LWOP status.

Section 4. Upon written notice to the Agency that need for LWOP granted under Section 1 of this Article has ended, Union officials shall be permitted to return to duty prior to the termination date of their LWOP status. Such request for return to duty shall be certified by the National Office of the Union.

Section 5. An employee who is placed on LWOP while acting in an official capacity on behalf of the Union shall be entitled to all such continued benefits, including participation in the Federal retirement program, as provided in applicable laws and regulations.

Section 6. Basic pay of Union officials who are elected or appointed to serve in an official capacity as a representative of the Union, and who have been granted LWOP under this Article, shall be set as though the employee never left the applicable pay band of their assigned position of record, accruing all annual increases to which he/she would have been entitled.

ARTICLE 4
EMPLOYEE RIGHTS

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

Section 2. An employee's off-duty misconduct shall not result in disciplinary action, unless a nexus can be shown between the employee's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

Section 3. Employee participation in charitable drives and U.S. Savings Bond campaigns is voluntary. The Agency shall not schedule mandatory briefings/meetings to discuss charitable drives/U.S. Savings Bond participation. Employees will be voluntarily excused from any portion of a briefing/meeting which discusses these subjects. Solicitations may be made, but no pressure shall be brought to bear to require such participation. Flyers, bulletins, posters, etc., associated with charitable drives may be posted a reasonable amount of time prior to the opening date and shall be removed concurrent

with the closing date established in accordance with 5 CFR 950.102(a).

Section 4. The Agency's nepotism policies shall be uniformly administered throughout the Agency. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse or life/domestic partner holds or accepts a position in another FAA facility/office, the Agency will provide priority consideration to the bargaining unit employee for in-grade/downgrade reassignment through requests for transfer procedures for bargaining unit vacancies at or near the spouse's or life/domestic partner's location before candidates under other placement actions are considered. The Agency retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs shall not be allowed for the spouse or life/domestic partner beyond those he/she would be entitled to as a family member.

Section 5. Employees shall not be subjected to prohibited personnel practices as follows:

a. Any FAA employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority:

   (1) discriminate for or against any employee or applicant for employment, on the basis of:

   - race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964 (42 USC 2000e-16);
   - age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC 631, 633a);
   - sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC 206(d));

- handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 USC 791); or
- marital status, sexual orientation, or political affiliation, as prohibited under any law, rule, or regulation;

(2) coerce the political activity of any person (including the providing of any political contribution or service) or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;

(3) deceive or willfully obstruct any person to withdraw with respect to such person's right to compete for employment;

(4) influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;

(5) grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;

(6) take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of:

- any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences: a violation of any law, rule or regulation; gross mismanagement, a gross waste of funds, an abuse of authority; or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law, and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

- any disclosure to the Special Counsel or to the Inspector General of an Agency, or another employee designated by the head of the Agency to receive such disclosures of information which the employee or applicant reasonably believes evidences a violation of any law, rule, or regulation, or gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

(7) to take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:

- the exercise of any appeal, complaint, or grievance right granted by law, rule, or regulation;
- testifying for or otherwise lawfully assisting of any individual in the exercise of any right referred to in this section;
- cooperating with or disclosing information to the Inspector General of any Agency, or the Special Counsel, in accordance with applicable provision of the law; or
- for refusing to obey an order that would require the individual to violate a law;

(8) discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an Agency from taking into account, in determining suitability or fitness, any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or the United States; or

(9) take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation, implementing or directly concerning, the merit system principles contained in this Section.

b. Section 4(a) shall not be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.

(1) The head of each line of business or staff organization shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other aspects of personnel management. Any individual to whom the head of a line of business or staff organization delegates authority for personnel management, or for any aspect thereof, shall be similarly responsible within the limits of the delegation.

(2) This section shall not be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to an employee or applicant for employment in the civil service under:

- Section 717 of the Civil Rights Act of 1964 (42 USC 2000e-16), prohibiting discrimination on the basis of race, color, religion, sex, or national origin;
- Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC 631, 633a), prohibiting discrimination on the basis of age;
- Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC 206 (d)), prohibiting discrimination on the basis of sex;
- Section 501 of the Rehabilitation Act of 1973 (29 USC 791), prohibiting discrimination on the basis of handicapping condition; or
- the provision of any law, rule, or regulation prohibiting discrimination on the basis of marital status, sexual orientation, or political affiliation.

Section 6. FAA regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining units.

Section 7. Bargaining unit employees may have access to any of the Agency's facilities/offices after prior coordination with the Management of the facility/office to be visited. Approvals shall not be unreasonably denied.

Section 8. Employees covered by this Agreement shall have the protection of all rights to which they are entitled by the Constitution of the United States.

Section 9. In the performance of his/her official duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988 (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the employee.

Section 10. Any bargaining unit employee authorized by the Agency to attend any meetings scheduled by the Agency away from the facility/office shall be entitled to duty time, travel and per diem allowances, if applicable.

Section 11. There shall be no prohibition on the approval of an employee's LWOP request based solely on the employee having other types of leave accrued.

Section 12. Employees covered by this Agreement shall not have their reassignment unreasonably denied or delayed pending employee records/files (medical, security, OPF/EPF, or other DOT/FAA files) review and/or transfer or for inter-service area budgetary constraints.

ARTICLE 5
MANAGEMENT RIGHTS

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

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

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

(2) in accordance with applicable laws

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

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

(C) with respect to filling positions, to make selections for appointments from –

i. among properly ranked and certified candidates for promotions; or

ii. any other appropriate source; and

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

(b) Nothing in this section shall preclude any Agency and any labor organization from negotiating

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

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

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 6
REPRESENTATION RIGHTS

Section 1. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee shall be so notified of the subject matter in advance. The employee shall also be notified of his/her right to be accompanied by a Union Representative if he/she so desires, and shall be given a reasonable opportunity both to obtain such representation, and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Agency shall stop the meeting and inform the employee of his/her right to representation if he/she so desires, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives in accordance with Article 2 of this Agreement.

This Section applies to meetings conducted by all Management representatives, including DOT/FAA security agents, EEO investigators and agents of the Inspector General. The above provisions shall apply to meetings conducted by the National Transportation Safety Board (NTSB) to the extent the provisions are consistent with NTSB regulations and procedures.

Section 2. In an interview where possible criminal proceedings may result and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e.,

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

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

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

Section 5. 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, or an overriding need for the information is established.

ARTICLE 7
MID-TERM BARGAINING

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 Agency without prior notice to, and negotiation with, the Union in accordance with applicable law. The provisions of this Article apply to substance bargaining, if appropriate, procedures which the Agency will observe in exercising a management right, and/or appropriate arrangements for employees adversely affected by the exercise of a management right. Additionally, the provisions of this Article apply to any negotiations specifically required or allowed by reference in any provision of this Agreement.

Section 2. Should the Agency propose a change described in Section 1, thirty (30) days written notice of the proposed change shall be provided to the Union at the corresponding level, except where specifically authorized by this Agreement or otherwise agreed to by the Parties. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The Union shall have up to fifteen (15) days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) days of the Union's request and the Parties will review the proposed changes. The Union may submit written proposals within thirty (30) days of receipt of the original notice of the change(s). If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time period, the Agency may implement the change as proposed.

Section 3. If the Parties are unable to resolve a dispute, they are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute or other relevant statutes/law. However, by mutual agreement, if the Parties at the local level are unable to reach an agreement, the issue may be escalated within ten (10) days to the next highest organizational level, as identified in Appendix B. If, after a good faith effort, the Parties at the next highest organizational level are unable to reach an agreement, by mutual consent the issue may be escalated within ten (10) days to the national level. This applies to issues originating below the national level of recognition. Unless otherwise permitted by law or this Article, no changes will be implemented by the Agency until all negotiations have been completed including any impasse proceedings.

Section 4. The Parties below the national level of recognition may enter into written agreements or understandings on individual issues that do not conflict with this Agreement. However, unless specifically authorized by this Agreement, no such agreements may increase or diminish entitlements expressly contained in this Agreement.

Section 5. The Union may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not expressly covered by this Agreement in accordance with the Federal Service Labor-Management Relations Statute. When the Agency has received a written proposal from the Union, if required, a meeting will be scheduled within fifteen (15) days to review the Union's proposal. The Agency may submit written counter proposals within thirty (30) days of the Union's proposal. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, or the Agency fails to respond, the provisions of Section 3 of this Article shall apply.

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

Section 7. Nothing in this Article is intended to preclude the Parties from formulating ground rules for mid-term bargaining issues.

Section 8. The Parties agree that they will not assert, as a defense to a demand for bargaining over a proposed mid-term change in conditions of employment, that the proposed change is inseparably bound up with and thus plainly an aspect of a subject covered by this Agreement, but they may assert the first prong of the FLRA "covered by" doctrine that the matter is expressly contained in this Agreement.

Section 9. Except where the Parties have reached agreements and understandings during the course of the negotiations of this Agreement, upon the effective date of this Agreement, all memoranda of agreement, memoranda of understanding, past practices, and other written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. The foregoing applies at the local, regional/service area, and national levels.

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

ARTICLE 8
PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g., grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early

and open exchange of information is essential to clearly address the concerns or reservations of each Party. Therefore, the Parties are encouraged to use the provisions of this Article to seek resolution of problems through a proactive approach before resorting to other avenues of dispute resolution.

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

a. When a complaint/problem/concern arises, the employee, Union or Agency may notify the other affected Parties within ten (10) days of the event giving rise to the complaint/problem/concern. A meeting will be held within ten (10) days of notification, which will include the bargaining unit employee(s), the appropriate local Union Representative and appropriate Management representative.

b. The purpose of the meeting is to allow the employee, the Union and the Agency to freely present, receive and/or exchange information and their views on the situation.

c. The Parties shall try to find an opportunity for problem resolution and, if one arises, it will be, with mutual agreement, acted upon.

d. If the matter relates to pending discipline, disciplinary action will not be issued during the meeting.

e. If the Parties are unable to resolve the issue under this Article, the Agency shall render a decision within ten (10) days of the meeting. Once the decision has been rendered, and if appropriate, the employee may proceed with Article 9, Section 7, Step 1. Upon request, the provisions of Article 9, Section 7, Step 1, will be waived and the Parties will proceed under the provisions of Article 9, Section 7, Step 2, to resolve their complaint/problem/concern. The Agency or Union may proceed with Article 9, Section 7, Step 2. The time limits in Article 9 begin when the decision is rendered.

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

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

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

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

ARTICLE 9
GRIEVANCE PROCEDURE

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

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

b. By the Union concerning any matter relating to the employment of any unit employee; or

c. By a unit employee or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or this Agreement affecting conditions of employment.

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

Section 2. This procedure provides for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, and/or 5, it shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

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

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

b. Retirement, life insurance, or health insurance;

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

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

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

f. The removal of probationers.

Section 4. An employee, who believes that discriminatory practices have resulted in a prohibited personnel practice/action, as set forth in Article 4 of this Agreement and applicable statutes, regulations or orders/directives, shall have the option of utilizing this grievance procedure or any other procedures available in law or regulation, but not both.

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

Section 6. Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee covered by this procedure

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

Section 7. Grievance Procedures:

In the case of grievances concerning disciplinary/adverse actions, the Union may elect to utilize the procedures of Section 7 or Section 11. Grievances concerning disciplinary/adverse actions filed by the Union or the employee under Section 7 should be submitted beginning with Step 2, rather than Step 1, no later than twenty (20) calendar days after the effective date of the disciplinary/adverse action.

In the case of any grievance filed on behalf of the Union or on behalf of the employee(s) which the Union may have against the Agency at the corresponding level, or which the Agency may have against the Union at the corresponding level, the moving Party shall, at that level, initiate the grievance beginning with Step 2 as appropriate, to the respondent in writing, 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. When an alleged violation involves more than one employee, the Union is encouraged to file one grievance on behalf of all affected employees.

Grievance(s) shall include:

a. Date of alleged violation and date submitted;

b. Name of the grievant;

c. The name of his/her Union Representative;

d. Issue(s)/subject;

e. Statement of facts and description of dispute;

f. Alleged contractual provision(s) violated. This is not meant to be all inclusive;

g. Remedy sought;

h. Whether or not a meeting is requested.

Step 1. An aggrieved employee's grievance shall be submitted, in writing, to his/her immediate supervisor within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. If the employee's immediate supervisor is not available, the employee may submit the grievance to any agent of Management who is available during the employee's shift. If requested, the agent shall sign for receipt of the grievance.

If requested on the grievance submission, the Agency shall promptly arrange for a meeting at a mutually agreeable time, to occur no later than ten (10) calendar days following the date the employee submitted the grievance. The employee and his/her Representative shall be given a reasonable amount of time to present the grievance. The Agency Step 1 deciding official shall answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response. The decision shall be delivered personally to the employee and his/her Union Representative, if they are on duty. Otherwise, another appropriate method of delivery shall be used.

All settlement agreements shall be reduced to writing.

Step 2. If the employee or the Union is not satisfied with the Step 1 answer, the grievance may be submitted to the next appropriate

level as defined in Appendix B, or corresponding level as appropriate for Union or Agency initiated grievances at this Step, within twenty (20) calendar days following the receipt of the answer or the day the answer was due. In those facilities where facility/office Manager is also the supervisor, the next appropriate level as defined in Appendix B or his/her designee shall be the official to hear the grievance at this Step. In such cases, the grievance may be submitted through the facility/office Manager. If requested, the appropriate Agency official at the corresponding level or his/her designee as appropriate, shall, prior to making a decision, afford the employee and/or Union Representative an opportunity to present the grievance orally at a mutually agreeable time in a location that affords privacy. The employee and his/her Representative shall be given a reasonable amount of duty time to present the grievance. The Agency Step 2 deciding official shall answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response.

In disciplinary/adverse action cases, the Agency Step 2 deciding official shall answer the grievance in writing within seven (7) calendar days following the meeting, or within seven (7) calendar days following the submission of the grievance if no meeting is requested. If the grievance is denied, the reasons for denial will be in the written response.

Decisions shall be delivered personally to the employee and his/her Union Representative, if they are on duty. Otherwise, another appropriate method of delivery shall be used.

All settlement agreements shall be reduced to writing.

Step 3. If the Union is not satisfied with the Step 2 decision, the Union at the national level may, within thirty (30) calendar days following receipt of the Step 2 decision or the date the answer was due, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted to arbitration. Such notification shall be via certified mail or other similar system that requires a signature upon receipt. Optionally, within thirty (30) calendar days following receipt of the Step 2 decision or the date the answer was due, the Union at the regional level may advise the Manager, Regional Labor Relations Branch, via certified mail or other similar system that requires a signature upon receipt, that it desires the matter to be submitted for Pre-Arbitration Review (PAR). If PAR is requested, the grievance will be processed in accordance with Section 8 of this Agreement. Grievance(s) initiated at the national level are not subject to the PAR process. If the grievance originated at the regional or national level and the moving Party is not satisfied with the decision, they shall advise the respondent at the national level by certified mail or other similar system that requires a signature, they desire the matter to be submitted to arbitration, within thirty (30) days following the receipt of the respondent's answer or the date the answer was due.

Section 8. Pre-Arbitration Review:

a. Unless mutually agreed otherwise, at least once quarterly, for a period of three (3) consecutive days, at a mutually agreeable time and place, the Union's Regional Vice President or his/her designee and up to four (4) additional Union representatives chosen by the Union shall meet with the designees of the Agency, to discuss and attempt to resolve grievances pending after review at Section 7, Step 2 of this procedure. No later than thirty (30) days prior to the meeting, the Union shall make every reasonable effort to provide the Agency the names of the designated representatives.

b. Three (3) Union representatives shall be granted official time under this Section to participate in the PAR.

c. No later than thirty (30) days prior to the scheduled PAR meeting, the Union's Regional Vice President and Agency's Regional Manager, Labor Relations, or designees, shall meet to identify the grievances pending PAR and the order they will be discussed at the PAR meeting. Order shall be determined by the Union. Disputes regarding whether a grievance is pending does not waive the Union's right to request arbitration of that grievance. Grievances not adjudicated or discussed during the PAR meeting may not be held in abeyance.

d. Within sixty (60) days from the effective date of this Agreement, the Parties shall meet for the purpose of selecting a panel of three (3) mediators/arbitrators to serve as neutral evaluators in the PAR process. The panel shall be mutually selected and agreed upon. The neutral evaluator shall be present with the Parties during the duration of the PAR meeting. The neutral evaluator's fees and expenses incurred under this process shall be borne equally by the Parties.

   Unless mutually agreed otherwise, there shall be no more than two (2) designees for each Party at the table presenting grievances for neutral evaluation. Proceedings before the neutral evaluator shall be informal in nature. The presentation of documentation is allowed during the PAR. Copies of documentation used shall be provided to the other Party. Formal rules of evidence will not apply, and no transcript of the neutral evaluation meeting shall be made. The Parties further understand that:

   (1) the PAR meeting is not a hearing,

   (2) the evaluator is not acting in the capacity of judge or arbitrator,

   (3) the evaluator will not act in the capacity of a judge or arbitrator in the subject grievance at any time in the future,

(4) the evaluator's opinions are not binding on any Party and any settlement reached will be only by the mutual consent of the Parties, and

(5) the Parties retain their rights to binding arbitration if they do not reach a settlement. The Parties also reserve the right, at any time during this process, to settle, withdraw or sustain the grievance. By mutual agreement, the Parties may choose to exclude a grievance from the PAR process. Agreement to exclude a grievance does not waive the Union's right to appeal the grievance to arbitration in accordance with Section 9 of this Agreement.

e. Questions as to whether or not a grievance is on a matter subject to the Parties' grievance procedure, or is subject to arbitration, shall be submitted to the evaluator for an opinion. If the Parties cannot agree with the evaluator's opinion on the threshold issue(s), the matter may be submitted to binding arbitration.

During the PAR, the evaluator may address questions to the Parties. Each Party shall have an opportunity to present a brief oral statement not to exceed fifteen (15) minutes, of which a portion may be reserved for rebuttal.

f. The neutral evaluator shall issue an oral evaluation to the Parties advising them of his or her opinion as to the likely disposition of the grievance if it were to proceed to an arbitration hearing and the reasons therefore. Such opinion may include a candid assessment of the strengths and weaknesses of the Parties' claims and defenses and suggested settlement options. The neutral evaluator's evaluation shall be reduced to writing, signed by the Parties and the neutral evaluator, and copies provided to the Parties. The Parties at the national level shall develop a standard form for this purpose.

g. The neutral evaluator may assist the Parties in mediation and/or settlement discussions. If at any time, the Parties are able to reach agreement, the Parties shall reduce the agreement to

writing, specifying all the terms of their agreement bearing on the resolution of the dispute and sign it.

The Parties are encouraged to use the neutral evaluator's opinion as a basis for reaching resolution. If resolution is not reached and this grievance is presented at binding arbitration, the Party that disagreed with the neutral evaluator's opinion shall incur the arbitrator's fees and expenses if it does not prevail at the arbitration hearing. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses. In all other cases submitted for arbitration that are not sustained in full or denied in full, the arbitrator's fees and expenses of arbitration incurred shall be borne equally by the Parties.

h. The PAR meeting is an expedited process designed to produce finality as to unresolved grievances. Normally, decisions by the Parties with respect to the neutral evaluator's recommendations will be rendered during the PAR meeting. However, either Party may request an extension, not to exceed five (5) business days. Failure to respond during that period shall constitute a rejection of the neutral evaluator's recommendation.

i. For grievances not adjudicated at PAR, the Union at the national level may, within thirty (30) calendar days following receipt of the decision or date the answer was due, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted to arbitration in accordance with Section 9 of this Article. Such notification shall be via certified mail or other similar system that requires a signature upon receipt.

Section 9. Arbitration

a. The Parties shall create a panel of twelve (12) mutually agreeable arbitrators. Arbitrators selected for panels must also

agree to hear expedited arbitration cases. Within sixty (60) days from the effective date of this Agreement, the Parties shall meet for the purpose of selecting arbitrators for the remainder of the current calendar year.

b. An arbitrator on the panel may be removed from the list by either Party by giving a thirty (30) day written notice to the arbitrator with a copy to the other Party. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any case(s) already assigned to him/her. Additionally, the Parties may mutually agree to remove an arbitrator from the panel at any time. In any case where an arbitrator has been removed, another arbitrator shall be mutually selected to fill the vacancy.

c. Within ten (10) calendar days after a request for arbitration, the Parties shall meet for the purpose of mutually selecting an arbitrator from the panel or by alternately striking names until one (1) remains. The Parties agree to cooperate in the scheduling process to ensure cases are heard as expeditiously as possible. As a general concept, cases shall be scheduled in order of receipt of the request. At the request of either Party, disciplinary/adverse action cases or those determined to be of urgent nature shall be given priority. Once an arbitrator has been selected, the arbitrator will be contacted within seven (7) days for available dates. The Parties shall normally secure the first available mutually agreed upon date. The scheduling process shall normally be completed within thirty (30) days from the date of receipt of a request for arbitration. If, after requesting arbitration, the Union fails, for a period of one hundred eighty (180) days, to participate in the scheduling of a case before an arbitrator, any continuing liability shall be tolled. If, after requesting arbitration, the Union fails to participate in the scheduling of a case before an arbitrator for three hundred sixty (360) days, the grievance shall be deemed

to have been withdrawn with prejudice. If the Agency fails to respond to the Union's request to schedule a case before an arbitrator within one hundred eighty (180) days, the grievance shall be considered to have been granted.

d. For grievances filed under any section of this Article, once a date has been scheduled, any changes to scheduled hearing dates shall be mutually agreed upon by the Parties. In the event of a cancellation by the arbitrator, the moving Party may request the selection process be restarted in accordance with this Section. The grievance shall be heard at a site mutually agreeable to the Parties. In the event the Parties cannot agree on the date(s) or location, the arbitrator shall be contacted to make the decision.

e. When the grievance is denied in full or sustained in full, the arbitrator's fees and expenses shall be borne by the Party that did not prevail. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses. In all other cases submitted for arbitration that are not sustained in full or denied in full, the arbitrator's fees and expenses of arbitration incurred shall be borne equally by the Parties.

f. The Parties must mutually agree to any postponement or cancellation of any scheduled arbitration hearing. Unless mutually agreed upon, any costs associated with the cancellation of an arbitration will be borne by the cancelling Party. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator.

Section 10. The Union advocate, if an employee of the FAA, shall be granted sixteen (16) hours of official time for preparation for the

hearing. Additional release time may be granted, unless staffing and workload do not permit. Such time may be annual leave, leave without pay, or a combination thereof at the discretion of the employee. The grievant and/or the Union advocate shall be given a reasonable amount of official time to present the grievance. FAA employees who are called as witnesses shall be in a duty status, if otherwise in a duty status, including reasonable travel time. Absent an emergency, the Agency agrees to produce witnesses requested by the Union and adjust their schedules to allow them to appear in a duty status. The Parties will exchange lists of potential witnesses to an arbitration hearing fourteen (14) days prior to the scheduled hearing. Each Party shall bear the expense of its own witnesses who are not employed by the FAA. The arbitrator shall submit his/her decision to the Agency advocate and the Union advocate, as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding. If the Union advocate elects to submit a post hearing brief, the Union's case advocate, if an employee of the FAA, will be granted annual leave or leave without pay unless staffing and workload do not permit. Leave without pay shall not exceed twenty-four (24) hours for this purpose.

Section 11. Expedited Arbitration:

a. If the Union at the national level elects to process a disciplinary/adverse action under this Section, rather than Section 7, it shall, within twenty (20) calendar days following the effective date of the disciplinary/adverse action, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted directly to expedited arbitration. This request will include a completed grievance as described in Section 7. Within seven (7) calendar days after receipt of the request, arbitrators from the panel shall be polled for available dates. Unless mutually agreed otherwise, the arbitrator with the first available date shall normally be

used. In the event of a tie, an arbitrator shall be selected by alternately striking names until one (1) remains. The arbitrator shall issue a decision as soon as possible, but no later than twenty-one (21) calendar days after the hearing has been held. The necessity for transcripts or filing of briefs shall be determined on a case-by-case basis. The election of either Party to request a transcript and/or file a post-hearing brief shall not delay the time frame for the arbitrator to render his/her decision.

b. In cases other than disciplinary/adverse actions, either Party at the national level may refer a particular grievance to expedited arbitration in lieu of the normal arbitration process in this Article. The Arbitrator selection process defined in Section 11a shall be used.

   The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcripts, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible, but no later than five (5) calendar days after the official closing of the hearing unless otherwise agreed between the Parties. Determinations as to whether expedited arbitration shall be utilized in cases other than disciplinary/adverse actions shall be based on the facts and circumstances of each case; however, only those grievances where the passage of time would preclude a remedy or result in irreparable harm are subject to this expedited procedure. Disagreements as to whether an issue is appropriate for this expedited procedure shall be referred to the arbitrator for decision.

Section 12. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her.

Section 13. Failure of the moving Party to proceed with a grievance within any of the time limits specified in this procedure shall render the grievance void or settled on the basis of the last decision given by the respondent, unless an extension of time limits has been agreed upon. Failure of the respondent to render a decision or conduct a meeting within any time limits specified in this procedure shall entitle the moving Party to progress the grievance to the next step without a decision. Any time limits contained in this Article may be extended by mutual agreement of the Parties. A request for extension may be made orally, but approval must be in writing (including e-mail) and given within three (3) workdays after the request is made.

Section 14. The Parties may, by mutual agreement, stipulate the facts and the issue(s) in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 15. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision.

Section 16. In the handling of grievances under this Article and where law and OPM regulations permit, the Union shall have access to such information as is relevant and necessary to the processing of the grievance.

Section 17. The Parties retain their rights under Title 5 USC 7122 and 7123.

Section 18. The Parties agree, as a general rule, issues pending the grievance process shall be handled by the Parties at the appropriate levels as defined within this Agreement.

ARTICLE 10
DISCIPLINARY/ADVERSE ACTIONS

Section 1. This Article covers actions involving oral and written admonishments, written reprimands, suspensions, removals, reductions-in-grade or pay, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations. Involuntary reassignments will only be made to promote the efficiency of the service, and will not be made to discriminate or punish, or for any reason that would violate law, rule, regulation, or this Agreement.

This Article does not apply to the removal of probationers.

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

Section 3. Unless otherwise specified in this Agreement, disciplinary/adverse actions taken against an employee, whether conduct or performance based, will be in accordance with FAA Personnel Management System, Chapter III, Paragraph 3, dated March 28, 1996.

All actions under this Article will be taken only for such cause as will promote the efficiency of the service regardless of whether they are based on conduct or performance. Any action taken by the Agency shall be supported by a preponderance of the evidence.

Section 4. An employee's off-duty misconduct shall not result in disciplinary action, unless a nexus can be shown between the

employee's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

Section 5. All facts pertaining to a disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the Agency.

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

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

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

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

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

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

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

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

Section 8. No advance written notice is required for the issuance of a written reprimand. The reprimand must state the specific reasons for the action. The employee may present an oral or written reply within fifteen (15) days of receipt of the reprimand. The Agency will consider the employee's reply and notify the employee in writing of the decision. If the reprimand is sustained, a copy of it, along with the employee's written reply, will be placed in the employee's Official Personnel File (OPF) for a period of time not to exceed two (2) years.

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

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

Section 11. The employee and the Union Representative shall be granted a reasonable amount of excused absence and official time of up to sixteen (16) hours, if otherwise in a duty status, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations, or suspensions; for preparation and presentation of answers to proposed actions under this Article. The timing of the grant of excused absence shall, to the maximum extent possible, be scheduled at the employee's convenience.

Section 12. Letters of confirmation of discussion shall not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the employee has been given a copy upon completion. If a letter of confirmation of discussion is prepared, a copy will be provided to the employee as soon as practicable after the discussion.

Section 13. Although not exhaustive, the Agency's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses not listed in the Table of Penalties may be derived by comparing the nature and seriousness of the offense to those listed in the Table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

Section 14. In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Agency shall consider the factors as outlined in *Douglas* v. *Veterans Administration*, 5 MSPB 313 (1981).

Section 15. Any notification to an employee which is not made personally shall be accomplished by certified mail return receipt requested.

Section 16. The Agency at the national level may allow an employee subject to removal or suspension of more than fourteen (14) days the opportunity to exhaust all appeal rights available under this Agreement before the suspension or removal becomes effective.

Section 17. An employee against whom a disciplinary/adverse action is taken may grieve that action under Article 9 of this Agreement, or any other applicable statutory procedure, but not both.

Section 18. The Agency shall brief all employees on the provisions of the Conduct and Discipline Manual annually.

ARTICLE 11
DUES WITHHOLDING

Section 1. Payroll Deductions

a. Pursuant to 5 USC 7115, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

b. The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's Standard Form 1187 (SF-1187), Request for Payroll Deductions for Labor Organizations, or as certified by the Union if the amount of regular dues has been changed as provided in Section 3b of this Article. A deduction of regular national dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

c. Dues deductions for payment of local dues under the terms and conditions contained in this Agreement for the withholding of national dues are also authorized. Local Union dues to be deducted each regular pay period shall be determined by the Local. A separate SF-1187 must be submitted to authorize such deduction. If the amount of regular local Union dues is changed by the local Union under the terms contained in this Agreement, the local Union will notify the appropriate servicing payroll office in writing that the amount of local dues has changed and will certify as to the new amount of local dues to be deducted each regular pay period. The local Union shall be responsible for notifying the appropriate servicing payroll office of the address where checks for local Union dues should be sent. Local Union dues shall be automatically terminated upon permanent reassignment of an employee from the facility/office from which local dues were being deducted.

Section 2. Employee Responsibilities

a. A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The authorized official of the Union will include appropriate codes for employees bargaining unit as annotated below on the SF-1187 as the appropriate payroll identification for NATCA. The form must be received in the payroll office at least four (4) days prior to the beginning of the pay period in which the deduction is to begin.

AAM (Medical – 0185)	580
DIA (Drug Abatement – 0125)	571
ABA (Finance – 0063)	589

AIR (Aircraft Cert – 0145)	581
AOS-300 (Computer Eng – 0052)	587
ARC (Logistics – 0068)	576
ARP (Airports – 0091)	588
AGC (Counsel – 0058)	591
AIR-140 (Air Worthiness – 1387)	566

b. An employee who has authorized the withholding of Union dues may request revocation of such authorization after one (1) year by completion and submission of a Standard Form 1188 (SF-1188), Cancellation of Payroll Deductions for Labor Organization Dues, to the appropriate payroll processing center in accordance with the procedures below:

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

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

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

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

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

Section 3. Union Responsibilities

a. The Union shall be responsible for purchasing and distributing SF-1187. The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll processing center.

b. The Union agrees to inform the Agency of the following:

(1) If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor and Employee Relations, in writing and will certify 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.

(2) The Union agrees to give prompt, written notification to the appropriate payroll office within one (1) pay period, in the event an employee having dues deducted is suspended

or expelled from membership in the Union, so that the employee allotment can be terminated.

(3) Immediate written notification will be provided to the Director, Office of Labor and Employee Relations, of any changes to the address or bank routing number for NATCA Headquarters where the electronic transfer for the total amount of dues deducted is sent.

Section 4. Agency Responsibilities

a. The total amount of dues deducted each pay period shall be authorized by the appropriate payroll processing center and electronically transferred to the Union not later than ten (10) working days after the close of each pay period. The Union shall not incur any fees for this service. Each pay period, the Union shall be provided with an electronic list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying electronic funds transfer (EFT).

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

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

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

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

(4) In the event that dues are discontinued erroneously, the Agency shall automatically reinstitute previously submitted SF-1187 on the dropped employee's behalf. The Agency shall be responsible for reimbursing the Union in an

amount equal to the regular and periodic dues the Union would have received for the period of termination.

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

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

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

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

In the event that an employee's dues are continued erroneously due to the action or inaction of the Agency, the Agency shall be responsible for reimbursing the employee, consistent with the provisions of Section 2c of this Article.

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

ARTICLE 12
ADDITIONAL VOLUNTARY ALLOTMENT DEDUCTIONS

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

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

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

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

a. a record for the employee exists on the Employee Master Record;

b. the amount being withheld does not exceed $5,000; and

c. the job series is correct.

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

Section 5. Upon entry and acceptance of the above data into the Agency's payroll system, the amount designated will be withheld

each pay period from the employee's salary. The Agency's payroll system will accumulate all amounts withheld per pay period and prepare and forward to the Treasury Disbursing Office a Standard Form 1166 (SF-1166), Voucher and Schedule of Payments, for a single payment in the amount of the total accumulated deductions. In addition, the Agency's payroll system will generate and forward to the Union a detailed electronic report by Region listing each employee, the employee's address, and amount withheld in support of the amount remitted each pay period. The Agency's payroll system will also record accumulated year-to-date (pay year) totals for each individual's deductions and will cease taking deductions when the amount deducted would cause the year-to date total deduction to exceed $5,000.

Section 6. Responsibilities.

a. Employee

   (1) Completes voluntary deduction election form designating the institution and amount to be regularly withheld.

   (2) Ensures that the deduction has been initiated and is for the correct amount on his/her leave and earnings statement.

b. The Union

   (1) Verifies employee's eligibility to elect voluntary deduction.

   (2) Forwards all validated election forms to the employee's payroll processing center.

   (3) Promptly notifies the payroll processing center when an employee is no longer eligible to participate in the program.

   (4) Provides refunds to employees for amounts erroneously deducted.

c. Payroll Processing Center

   (1) Promptly processes all voluntary deduction election forms and cancellation requests.

   (2) Informs employee of any problems with processing the voluntary deduction.

(3) Returns to the Union any voluntary deduction forms that cannot be processed.

d. Payroll Operations Branch

(1) Ensures voluntary deductions are withheld by the Agency's payroll system and are remitted to the Union.

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

Section 7. Miscellaneous.

a. Employees are eligible to elect and/or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing and/or canceling a voluntary deduction.

b. In order of precedence, voluntary deductions for the Union will be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.

c. Payroll processing centers will be responsible for canceling and reestablishing the voluntary deduction when an employee transfers between payroll processing centers.

ARTICLE 13
UNION PUBLICATIONS AND INFORMATION AND USE OF AGENCY'S FACILITIES

Section 1. The Agency, at the request of the Union, shall provide a separate bulletin board for posting of Union materials at locations within the unit in non-work areas frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense. The Parties will determine the exact location and size of the Union bulletin board(s) required by this Section.

Section 2. The Agency agrees to provide the Union Representative reasonable access to government local and long-distance telephone service, copy machines, computers, printers and fax machines where

available. This equipment may be used for processing grievances, unfair labor practices or other representational matters arising under the Agreement.

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

Information collected from Union representatives' use of equipment during the conduct of their official Union duties will be used solely for monitoring compliance with information security regulations and policies and will be available only to those individuals responsible for policy compliance.

Section 3. The Union shall be provided with office space approximately one hundred (100) square feet, unless otherwise agreed to by the Parties, in the FAA Headquarters building, Washington, DC, and at all regional and center office buildings. In other facilities/offices where unused suitable space is available, the Union shall be permitted to use such space for the placement of file cabinets or other similar equipment. The Agency shall make a reasonable effort to provide sufficient numbers of desks, chairs, lockable file cabinets and other office equipment including computers and printers for the use of the Union. An Agency telephone line will be designated for use in each office space.

Section 4. If a Union mail receptacle does not presently exist, the Agency shall permit the Union to install an acceptable mail receptacle in a place mutually agreed upon by the Parties. When possible, the Union mail receptacle shall be in a location accessible to the Union at all times. The Union may send mail at Union expense, to the local Representative(s), at the facility/office address. The Agency assumes no responsibility for such mail; however the Agency recognizes their obligation to abide by the provisions of the United States Postal Service regulations with respect to the privacy and security of mail.

Section 5. Bargaining Unit Employees shall be allowed a lockable space in their work area to protect personal items. Except in extenuating circumstances, access will not occur in the absence of the employee. In work locations where duplicate keys to employees' desks, lockers, files, etc. exist, these keys shall be kept in a secure location with restricted access. It is understood that projects and work-related material are accessible to Management at all times.

Section 6. The Agency shall approve the Union's use of FAA-controlled meeting space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with other facility/office requirements.

Section 7. When a Union Representative is performing representational duties under this Agreement, the Agency shall make every reasonable effort to provide meeting space that will protect the confidentiality of any discussion.

Section 8. Union Representatives may mail material to Management officials through the FAA internal mail system. In those facilities/offices where the Union does not have a resident Representative, the Union may communicate with bargaining unit employees through the Agency's internal mail system, provided such mail involves representational purposes.

Section 9. The Agency shall provide mail slots/boxes/inboxes for all employees. Normally, employees should not be required to share slots/boxes/inboxes. The Union may place literature in the mail slots/boxes/inboxes during non-work times. In those cases where, due to work assignment, an employee is unavailable to retrieve his/her mail, the Agency will forward it directly to the employee at the location designated by the employee, at least once a week.

Section 10. The Union shall be permitted to place Union reading binders adjacent to FAA general information reading binders, where such binders are maintained. The binders shall be clearly identified as Union materials.

Section 11. If available, Union Representatives may use the FAA electronic mail to communicate within the FAA and the Union, and may access the FAA Intranet and FAA links to the Internet to obtain information/documents necessary for official representational duties in accordance with this Agreement and applicable DOT, FAA directives and policies. This media shall not be used for internal Union business or campaigning for Union office.

ARTICLE 14
NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 1. The Agency at the local level shall notify the Union at the local within fifteen (15) days whenever a bargaining unit employee has resigned, retired, or died. The Agency shall make every reasonable effort to notify the Union at the local level, on or prior to the effective date of the action, whenever a bargaining unit employee is hired, transferred, promoted, or reassigned.

Section 2. Within thirty (30) days of the Union's request, the Agency shall furnish to the Union, at the regional or local level, a listing by facility/office of the name, classification, title, and grade of each employee covered by this Agreement. The Agency shall comply with up to two (2) such requests for each facility/office within any twelve (12) month period.

Section 3. At the end of each pay period, the Agency shall furnish the Union's National Office with a computer disk or sent in an electronic format containing the following information concerning employees in the bargaining unit: Name, an identifying number unique to the individual, Entry on Duty (EOD) FAA Date, EOD Facility Date, FLSA Code, Work Schedule Code, year of birth, classification, title, grade, basic pay, locality adjustment, facility, Service Computation Date (SCD), Statistical Specialty code, and region of assignment. This information shall also include information whenever a bargaining unit employee is hired, transferred, reassigned, or has resigned, retired or died. Within one

hundred twenty (120) days from the signing of this Agreement, the Parties at the national level shall meet to determine the electronic format by which the data will be delivered.

Section 4. The Agency agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employee of the local representing him/her and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee.

ARTICLE 15
USE OF OFFICIAL GOVERNMENT TELEPHONES

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

Section 2. The employee shall have reasonable access to unrecorded telephones provided they are presently installed.

Section 3. Employees at their duty location shall have reasonable access to government telephones, to make one (1) brief personal call each day over the commercial long distance network (toll-calls) if the calls are not charged to the government.

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

Section 5. When an employee is in a travel status for two (2) or more consecutive nights, he/she will be authorized one (1) brief call to his/her residence each day during non-duty periods on FTS service, if available. If FTS is not available, each employee will be reimbursed for no more than two (2) calls to his/her residence over the commercial long distance network per week (or each seven (7)

day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAA directives.

Section 6. When it is known in advance that one (1) or more persons will be on the 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 speaker phones.

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

Section 8. The Agency shall notify employees of all recorded outside telephone lines within their facilities/offices.

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

Section 10. The Agency shall accept collect calls of an emergency nature to facility/office Management from employees. Should a bargaining unit employee be covered by a liaison and familiarization training program, the Agency shall accept collect calls from the employee when they have been bumped from a flight. When the Agency directs the employee to call the facility/office the Agency shall bear the expense of such call.

ARTICLE 16
AGENCY DIRECTIVES

Section 1. Agency directives shall be maintained and/or available electronically at the local level. Agency directives shall be made available during normal administrative office hours for use by unit employees.

After normal administrative hours, the Agency shall make every reasonable effort to make such information available to the local representative or his/her designee. Manuals may not be removed from the facility/office. When the facility/office has copying equipment, the Union shall have the right to copy such material for representational purposes at no cost to the Union.

Section 2. The National and Regional offices of the Union shall remain on the Washington distribution lists for future issuances of all FAA orders, notices and directives which relate to personnel policies, practices, and working conditions of employees in the bargaining unit. If not otherwise available in electronic format to the National or Regional offices, upon request the Agency shall provide the Union with a hard copy of any of the above referenced material.

Section 3. The Agency shall annually provide the National and Regional offices of the Union a complete listing of the documents identified in this Article. If available, and requested by the Union, the information will be provided in a CD/ROM or electronic format, or in hard copy form. There will be no restrictions on the Union's ability to copy and distribute this information at its own expense, to any and all of its representatives.

ARTICLE 17
JOB CATEGORY AND CAREER LEVEL DESCRIPTORS

Section 1. The Parties at the national level shall discuss and review all bargaining unit job category and career level descriptors annually.

Section 2. Each employee covered by this Agreement shall be provided a job category and career level descriptor that accurately reflects the duties of his/her position. Job category and career level descriptors shall be consistent throughout the Agency for bargaining unit employees of the same series performing the similar function.

If an employee believes that his/her job category and/or career level descriptor(s) are not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union Representative. A dispute regarding the accuracy of an employee's job category and/or career level descriptor(s) may be handled under Article 9 of this Agreement.

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

Section 4. All proposed changes to the job category and career level descriptors of bargaining unit employees shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 of this Agreement.

ARTICLE 18
OFFICE MOVES, RELOCATIONS, AND CUBICLE/OFFICE ASSIGNMENTS

Section 1. The Agency shall negotiate all office moves, reconfigurations, and relocations in accordance with Article 7.

Section 2. When configuring or re-configuring any employee cubicles, the cubicles shall be at least sixty-four (64) square feet (8' x 8'). At locations where suitable unused space exists, cubicle size may be increased. To the extent practicable, access to natural light from windows shall not be compromised by placement of conference rooms or storage rooms or hard-walled offices.

Section 3. When a cubicle/office becomes available, it shall be offered to other similarly situated unit employees in the office on

the basis of seniority. The determination of the scope of similarly situated and the procedures to be used shall be negotiated at the local level. To the extent practicable, cubicles and offices currently assigned to bargaining unit positions shall be maintained as bargaining unit employee locations. When a bargaining unit employee takes a permanent or temporary position in excess of thirty (30) days outside one of the bargaining units covered by this Agreement, if requested by the Union, the employee shall have their cubicle reassigned to a bargaining unit employee in accordance with this section.

Section 4. All moves for one or more bargaining unit employee shall be accomplished on duty time.

ARTICLE 19
HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS

Section 1. Given the essential nature of FAA responsibilities, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions between the employee's home and their duty location; 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 their facility/office as soon as possible. Employees who are unable to report for duty shall be granted excused absence at the time of their request, subject to the review process in Section 2. If requested, employees shall provide information that supports their request for excused absence as soon as feasible after returning to duty. Examples of information are:

a. oral or written statements;

b. conditions that the employee encountered;

c. a synopsis of efforts made;

d. other information which provides an explanation or which shows hazardous geological/weather conditions prevented the

employee from reporting to the facility/office or compelled the employee to safeguard his or her family against such phenomena.

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

Section 3. When the Agency at the local level, after consulting with the Union, determines that hazardous geological/weather conditions exist or are imminent, on-duty bargaining unit employees shall be released as soon as possible as staffing and workload permit. Volunteers to remain on duty shall be utilized to the extent possible.

Section 4. The Agency retains the right to determine the opening, closing, and use of its facilities/offices during periods of hazardous geological/weather conditions. Subject to security and operational needs, the Parties at the local level may review existing emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

Section 5. At facilities/offices not in continuous operation, the Parties at that level shall negotiate procedures that employees shall use to notify the Agency in the event that they are unable to report on the opening shift. The procedures shall also establish the method the Agency will use to notify employees in the event that they are not required to report for duty due to hazardous geological/weather conditions.

Section 6. Issues arising from employees who chronically are unable to report to work during these conditions will be addressed utilizing

the provisions of Article 8 of this Agreement prior to more formal measures being initiated.

ARTICLE 20
PERFORMANCE STANDARDS AND APPRAISALS

Section 1. Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities required by the position.

Section 2. The Parties agree that performance standards are written for the primary duties and responsibilities required by the position. These standards shall be the only basis for comparing the employee's actual job performance against the requirements (duties and responsibilities) of the position. For a given position, performance standards shall be uniform throughout the bargaining unit.

Section 3. Members of the bargaining unit shall normally be rated by their first-line supervisor.

Section 4. Each bargaining unit member will have a mid-year and end-of-year performance feedback session with his/her first line supervisor. In addition to these performance feedback sessions, the Agency will conduct coaching and feedback sessions during the performance cycle to discuss any performance problems. There will be a written performance appraisal at the end-of-year performance feedback session. A copy of the performance appraisal shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document.

Section 5. The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she

agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

Section 6. 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 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, Management may either reassign the employee to another position where Management believes acceptable performance can be achieved, demote the employee, or remove the employee from the FAA.

When the employee's performance is unacceptable, the Agency 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 plan which identifies what the employee must do to improve his/her performance to be retained in the job and what the Agency will do to assist the employee.

At least once 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.

After successful demonstration of acceptable performance the supervisor shall provide the employee with a written statement indicating that he/she has achieved an acceptable level of competence.

Section 7. The use of authorized official time and approved absences for labor relations and other activities shall not be a factor in employee performance appraisals.

Section 8. If applicable, employees who are not selected to be on-the-job training instructors (OJTIs) shall not be rated based on the OJTI function.

ARTICLE 21
RECOGNITION AND AWARDS PROGRAM

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

The Parties agree the following list is meant to be an example but is not all inclusive:

a. adoption or implementation of a suggestion or invention;
b. significant contributions to the efficiency, economy, or improvement of government operations;
c. exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made

despite unusual situations;

d. recurring exemplary service; e.g. performance throughout the year that consistently exceeds expectations and contributes to FAA goals and objectives;

e. exceptional customer service or contributions which promote and support accomplishment of the organization's missions, goals, and/or values;

f. creative or innovative methods used to make work processes or results more effective and efficient;

g. productivity gains;

h. performance as reflected in the employee's most recent rating of record.

An award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee.

The Agency will inform the Union, at the national level, of the total amount spent on employee awards for each bargaining unit, as well as the total amount spent on all other employee awards for each line of business. This information shall be provided within one month of the end of the fiscal year.

Section 2. The Agency shall notify the Local Union Representative or his/her designee, in writing, when a bargaining unit employee receives an award. At a minimum, the notification shall include the employee's name and type of award.

Section 3. The Parties agree to meet annually to discuss the recognition and awards program at the corresponding level.

Aircraft Certification Services	Directorate/Division Level
Drug Abatement	Center/Headquarters Level
Terminal & En Route Automation Specialists	Facility Level
ARP	Division Level
ARC	Division Level
AAM	Division Level
AGC	Regional/Center Counsel Level
ABA	Assistant Administrator Level

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

ARTICLE 22
EMPLOYEE RECORDS

Section 1. Material placed in an employee's Electronic Official Personnel File (eOPF), Employee Performance File (EPF), Medical, Security, Training folder or other DOT/FAA file(s) shall comply with Federal Personnel Manual requirements and shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement. This includes those files maintained at the employee's facility/office. Those records maintained by the Agency 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 which becomes a part of the employee's records shall bear the signature of the person originating the material. The employee shall be notified when FAA initiated material is placed in his/her eOPF. The employee shall be given copies of all FAA initiated material which is placed in his/her EPF. Copies of materials in other FAA files may be obtained in accordance with Section 11 of this Article.

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

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

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

Section 5. Letters of Reprimand and documents related to them shall be retained in the eOPF for no more than two (2) years. If at

the end of one (1) year it is decided that it is no longer warranted, the Reprimand and related documents shall be removed. In the event a Letter of Reprimand is ruled by appropriate authority to have been unjustly issued, the Reprimand and related documents shall be removed immediately and destroyed. Any reference to a Letter of Reprimand which has been expunged from the eOPF must be removed from any other record.

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

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

Section 8. In accordance with 5 USC 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Agency shall

clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Agency's reasons for not making the amendments.

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

b. They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.

c. They are not under the control of the FAA in any way or required to be kept by the FAA.

d. They are kept or destroyed solely as the supervisor sees fit.

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

Such records, notes or diaries 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 promotion;

c. the denial of a pay increase; or

d. disciplinary or adverse actions,

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed

thirty (30) days from the incident giving rise to the notation. If an employee is shown a note, record or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

Section 10. In the event an employee is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the Security file shall not be released or shared without the express written authorization of the employee, except pursuant to 5 USC 552a(b) and 5 CFR 297.401.

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

ARTICLE 23
DATA SECURITY

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

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

Section 3. In accordance with the Privacy Act, 5 USC 552a as amended, the Agency shall not require any bargaining unit employee

to disclose his or her Social Security Number (SSN) unless such disclosure is specifically required by a Federal Regulation effective prior to January 1, 1975 or by Federal Statute. When such disclosure is so required, the person from whom the disclosure is sought shall be informed:

a. That submission of the SSN is mandatory. The Federal statutory authority or pre-January 1, 1975 regulation under which submission of the SSN is required shall be identified.

b. Of the uses that will be made of the SSN.

In accordance with DOT Order 1280.1A, whenever the submission of an SSN is voluntary, the Agency employee requesting an SSN from a bargaining unit employee shall inform such employee:

a. That the submission of an SSN is not required by law and an employee's refusal to furnish an SSN will not result in the denial of any right, benefit, or privilege provided by law.

b. That if the employee refuses to supply an SSN, a substitute number or other identifier will be assigned in those records where such an identifier is needed.

c. That the SSN, if supplied, is used by the Agency to associate the current information relating to the employee with other information about the same employee the Agency may have in its files from previous transactions.

d. That the SSN is solicited to assist in performing the Agency's functions under the Federal Aviation Act of 1958, as amended.

Section 4. The Agency shall ensure that all Agency computer systems that require bargaining unit employees to use passwords or PINs as authentication tools will comply with Department of Transportation (DOT) Handbook DOT H 1350.260, Guide To Protecting Information Technology, and Federal Information Processing Standards (FIPS) Publication 112, Password Usage. The Agency shall ensure information is made available to all bargaining unit employees to understand and accomplish the requirements for

creating, using, transmitting, managing, monitoring and complying with password and PIN orders and regulations.

ARTICLE 24
ANNUAL LEAVE

Section 1. Employees are entitled to annual leave with pay that accrues as follows:

a. four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service;

b. six (6) hours for each full biweekly pay period, except that the accrual for the last biweekly pay period in the year is ten (10) hours, for an employee with three (3) but less than fifteen (15) years of service;

c. eight (8) hours for each full biweekly pay period for an employee with fifteen (15) or more years of service.

Section 2. Unless staffing and workload do not permit, annual leave shall be available to each eligible employee to take at least three (3) consecutive weeks leave during the year. Unless otherwise agreed upon at the local level by the Parties, employees will submit their requests before February 1, and the approval/disapproval will be acknowledged by March 1 of the calendar year.

Section 3. While it is desirable to schedule planned annual leave under Section 2 of this Article, other requests for annual leave will normally be submitted at least ten (10) days in advance. Approval/disapproval will normally be given within five (5) working days of the request. Employees submitting leave requests with less than ten (10) days advance notice will be given a decision on the request as soon as possible.

Section 4. Conflicting leave requests of bargaining unit employees made under Section 2 of this Article shall be resolved by seniority.

Section 5. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

Section 6. Unless staffing and workload do not permit, bargaining unit employees may be authorized the use of all accumulated leave.

Section 7. An employee may cancel annual leave at any time.

Section 8. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave. Use of such sick leave shall comply with Article 25 of this Agreement.

Section 9. Except as provided for in Article 26 of this Agreement, employees shall not be required to provide reasons for annual leave requests.

Section 10. The current procedures for submitting annual leave requests within each facility/office shall continue to be in effect unless otherwise agreed upon by the Parties at the local level.

Section 11. In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

Section 12. Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulations in 5 CFR.

Section 13. Employees shall not be required to use accrued compensatory time prior to using use-or-lose annual leave.

ARTICLE 25
SICK LEAVE

Section 1. Full-time employees shall earn sick leave at a rate of four (4) hours a pay period.

Section 2. Sick leave must be granted when an employee meets one of the following conditions:

a. is incapacitated and cannot perform the essential duties of his/her position because of physical or mental illness, injury, pregnancy, or childbirth;

b. receives medical, dental or optical examinations or treatment;

c. would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable disease.

Section 3. Employees may use sick leave for general family medical care and bereavement purposes as follows in order to:

a. provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment;

b. make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Full-time employees may use up to one hundred four (104) hours of sick leave per year for these purposes. Part-time employees use a pro-rated amount.

Section 4. Whenever an employee's request for sick leave is disapproved, he/she shall be given a written reason, if requested.

Section 5. Full-time employees may use a total of four hundred eighty (480) hours of sick leave each leave year to care for a family

member with a serious health condition. However the total allowable amount of sick leave entitlement under Sections 3 and 5 may not exceed four hundred eighty (480) hours. Any sick leave taken under Article 26 to care for a family member is deducted from the four hundred eighty (480) hour entitlement under this Section.

Section 6. Employees should request leave in advance for prearranged optical, medical, or dental appointments. However, if the absence is unplanned, the Agency must be notified before or within the first hour of the time scheduled to report for duty, unless in the judgment of the Agency there are extenuating circumstances, which prevent the employee from doing so.

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

Section 7. In individual cases when employee counseling has not been effective and there remains 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. When it has been determined by the Agency 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 8. Except as otherwise provided for in Section 7, an employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of four (4) days or less. An employee shall be required to furnish a medical certificate

for absences of more than four (4) workdays, except that this requirement may be waived by the Agency in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be submitted to the Agency as supporting evidence.

Section 9. The number of hours of sick leave used shall not, in and of itself, constitute sufficient cause for sick leave counseling.

Section 10. An employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for that day.

Section 11. Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 12. Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

Section 13. Each employee shall be entitled to an advance of up to thirty (30) days sick leave, for serious disability or ailment, except when:

a. it is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility;
b. he/she has filed or the Agency has filed an application for disability retirement;
c. he/she has signified his/her intention of resigning for disability.

Employees may be required to furnish a medical certificate in order to be advanced sick leave under this Section.

Pro-rata calculations for part-time employees shall be in accordance with LWS-8.1 Section 7.

Section 14. When an employee becomes seriously ill or injured at work, the Agency shall arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Agency shall notify the employee's family or designated party of the occurrence and location of the employee.

Section 15. When an employee is unable to do so because of serious injury, incapacitation or illness, the Agency shall make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

Section 16. Federal Employees Retirement System (FERS) employees shall be eligible upon retirement for a Sick Leave Buy Back option as follows:

An employee who attains the required number of years service for retirement shall receive a lump sum payment for forty (40) percent of the value of his or her accumulated sick leave as of the effective date of their retirement.

ARTICLE 26
LEAVE FOR SPECIAL CIRCUMSTANCES

Section 1. In the event of a death in an employee's family, at the discretion of the employee, up to ten (10) days of annual leave or leave without pay (LWOP) shall be granted. For the purposes of this Agreement, "family" is defined as the employee's father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father/ mother/sister/brother/son/ daughter, half-brother, half-sister, and life or domestic partner.

Section 2. Requests for annual or sick leave for emergencies involving illness or injury in the family shall be given priority.

Section 3. Requests for annual leave to observe the Sabbath, or any other religious, ethnic holiday, or the employee's birthday shall be granted, unless staffing and workload do not permit.

Section 4. Employees shall be entitled to military leave as set forth in 5 USC Section 6323.

Section 5. In accordance with the Family Medical Leave Act (FMLA), upon request, an employee is entitled to a total of twelve (12) administrative work weeks of leave without pay (LWOP) during any twelve (12) month period for one (1) or more of the following reasons:

a. birth of a son or daughter and care of the newborn;

b. the placement of a son or daughter with an employee for adoption or foster care;

c. care for spouse (including pregnancy related medical conditions), son, daughter, or parent with a serious health condition;

d. serious health condition (including pregnancy related medical conditions) of an employee that makes the employee unable to perform duties of his or her position;

e. because of any qualifying exigency (as determined by the Secretary of Labor) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. For this subsection only, the employee is entitled to up to a total of twelve (12) administrative workweeks during any twelve (12) month period, or a lesser period if so specified by the qualifying event.

Additional leave beyond the initial twelve (12) weeks in any twelve (12) month period shall be subject to staffing and workload. An employee may elect to substitute any paid leave for any or all of the period of leave taken under this Section.

Section 6. In accordance with the Family Medical Leave Act, upon request, an employee who is the spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces (including a member of the National Guard or Reserves) who incurred a serious injury or illness in the course of active duty shall be entitled up to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave described in this Section shall only be available during a single twelve (12) month period. If both spouses are employed by the Agency and are eligible for leave under this Section, there is a limitation of a combined total of twenty-six (26) workweeks of leave. The twenty-six (26) workweeks described in this Section are inclusive of the twelve (12) workweeks described in Section 5. An employee may elect to substitute any paid leave for any or all of the period of leave taken under this Section.

Section 7. Unless staffing and workload do not permit, employees shall be granted annual leave, or LWOP to care for members of their families under the following circumstances where an employee:

a. is needed to aid/assist in the care of his/her minor children whose care provider is temporarily unable to provide care; or
b. must accompany a family member to medical appointments.

Section 8. Leave taken under this Article shall be given extra consideration over spot leave requests as provided for in Article 24 of this Agreement.

ARTICLE 27
JURY DUTY AND COURT LEAVE

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

Section 2. If the employee's regularly scheduled tour of duty for the period covered by court leave includes any overtime or holiday, Sunday, or night shift work, the individual is entitled, except to the extent prohibited by applicable statutes, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceeding. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee. An employee who is on court leave, and released early, may be granted administrative leave for the remainder of the day. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time for needed rest.

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

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

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

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

ARTICLE 28
HOLIDAYS

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

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

Scheduled Five-Day Workweek:

Scheduled Days Off	**Day Actual Holiday Falls On**	**Day Observed In Lieu**
Saturday-Sunday	Saturday Sunday	Preceding Friday Following Monday
Sunday-Monday	Sunday Monday	Following Tuesday Preceding Saturday
Monday-Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday
Tuesday-Wednesday	Tuesday Wednesday	Following Thursday Preceding Sunday
Wednesday-Thursday	Wednesday Thursday	Following Friday Preceding Tuesday
Thursday-Friday	Thursday Friday	Following Saturday Preceding Wednesday
Friday-Saturday	Friday Saturday	Following Sunday Preceding Thursday

Scheduled Four-Day Workweek:

Scheduled Days Off	**Day Actual Holiday Falls On**	**Day Observed In Lieu**
Sunday Monday Tuesday	Sunday Monday Tuesday	Following Wednesday Preceding Saturday Preceding Saturday
Monday Tuesday Wednesday	Monday Tuesday Wednesday	Following Thursday Preceding Sunday Preceding Sunday
Tuesday Wednesday Thursday	Tuesday Wednesday Thursday	Following Friday Preceding Monday Preceding Monday
Wednesday Thursday Friday	Wednesday Thursday Friday	Following Saturday Preceding Tuesday Preceding Tuesday
Thursday Friday Saturday	Thursday Friday Saturday	Following Sunday Preceding Wednesday Preceding Wednesday
Friday Saturday Sunday	Friday Saturday Sunday	Preceding Thursday Preceding Thursday Following Monday
Saturday Sunday Monday	Saturday Sunday Monday	Preceding Friday Following Tuesday Preceding Friday

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 base pay, plus holiday premium pay at a rate equal to the rate of his/her base pay for that holiday work actually performed, which is not in excess of their regular tour of duty or is not overtime work as defined by 5 USC 5542(a). Holiday premium pay is paid in addition to any other premium pay granted for overtime, night or Sunday work and in addition to the hazard pay differential.

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

Section 5. Unless staffing and workload do not permit, employees scheduled to work on the actual established holidays or days observed in lieu of such holidays shall be given such day off if they so request. The procedures for approval of holiday leave requests shall be negotiated at the local level. Upon request of the Union, approval shall be according to seniority, which will be determined by the Union.

Section 6. If the actual holiday falls in the middle of the employee's workweek, the Agency 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 staffing and workload do not permit or such change would result in increased costs for premium pay.

ARTICLE 29
EXCUSED ABSENCES

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

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

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

Section 4. Up to sixty-four (64) hours of excused absence, as requested by the employee, shall be granted for arrangements incident to a change in the employee's official post of duty, regardless of whether or not the residence is being relocated. Excused absence may be granted up to two (2) years from the effective date of the permanent change of official post of duty. Employees may be required to provide justification for the use of this time. This Section is not inclusive of any time provided for "house hunting".

Section 5. The Agency shall provide employees with seven (7) days excused absence in a calendar year to serve as a bone marrow donor and thirty (30) days excused absence in a calendar year to serve as an organ donor.

Section 6. Annually, the Union sponsors a Communicating for Safety conference for the purpose of advancing aviation safety. The Parties agree that for the purpose of this annual conference the following procedures shall apply:

a. Employees wishing to attend this conference on duty time must request release sufficiently in advance to allow the Agency reasonable time to determine whether or not the employee will be released.

b. Requests for excused absence to attend this conference shall be submitted to the Agency by the Union at the national level at least forty-five (45) days prior to the conference.

c. The Agency will not pay travel, per diem, tuition, or other related costs.

Section 7. An employee must be granted funeral leave as needed and requested not to exceed three (3) workdays to make arrangements for, or to attend the funeral or memorial service of a family member who died as the result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. All permanent full-time or part-time, temporary for a year or more, and indefinite employees are eligible for funeral leave.

For the purpose of this Section, family member is defined as: spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

Funeral leave is granted without loss of or reduction in pay, or leave to which the employee is otherwise entitled, or credit for time in service. Funeral leave is granted only from a regularly scheduled tour of duty, including regularly scheduled overtime.

Section 8. The Parties recognize that the U.S. is a global aviation leader in terms of innovation, complexity, efficiency and safety.

Through partnerships, associations, and collaborative efforts, the Parties are working with the rest of the world towards the goal of achieving the highest standards of safety and efficiency globally.

Once annually the Union may provide the name(s) of up to two (2) employees that are designated as members of standing committees of the International Federation of Air Traffic Controllers Association (IFATCA). Each designated IFATCA participant shall be granted up to one hundred twenty (120) hours of excused absence annually, provided the Union gives forty-five (45) days advance notice of the scheduled meeting(s).

Additionally, the Union may provide the name of the individual that is designated as the IFATCA representative on the International

Civil Aviation Organization (ICAO) Air Navigation Committee. Upon request, this individual shall be granted up to sixteen (16) weeks of excused absence annually. Requests for excused absences shall be made at least twenty-eight (28) days in advance. This representative will provide periodic updates to a designated Agency point-of-contact, if requested.

Section 9. Employees returning from active military service in connection with the Global War on Terror (Operation Noble Eagle, Operation Enduring Freedom, Operation Iraqi Freedom, or any other military operations subsequently established under Executive Order 13223) are granted five (5) workdays of excused absence before they return to work, without charge to leave, upon notification to their employing agency of their intent to return to Federal civilian employment. All employees who were activated for any such military service are eligible for this leave provided that:

a. the employee has served at least forty-two (42) consecutive days of active military service. Multiple periods of active duty service less than forty-two (42) days cannot be combined or accumulated to meet this requirement;

b. the employee is limited to five (5) workdays of excused absence within a twelve (12) month period. The twelve (12) month period begins on the first day of the excused absence.

The employee may not return to Federal civilian duty and then take the five (5) days of excused absence at a later date. The five (5) days of excused absence must be granted as soon as the employee reports back for Federal civilian duty or notifies the Agency of his or her intent to return. However, if the employee had already returned to Federal civilian service prior to the issuance of the Presidential memorandum on November 14, 2003, or was not granted the five (5) days of excused absence for a second or subsequent deployment, he or she may take the five (5) days of excused absence at a time mutually agreeable to the employee and the Agency.

Section 10. Employees shall be entitled to excused absence as set forth in 5 USC 6321.

Section 11. In accordance with Agency directives, excused absence may be made available for other circumstances.

ARTICLE 30
PRENATAL/INFANT CARE

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

Section 2. Subject to staffing and workload, employees shall be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Article 26, Section 5. Except as provided for in the "Family and Medical Leave Act of 1993", employees on prenatal/infant care leave under this Section are subject to recall to duty with thirty (30) days notice, when unforeseen staffing and workload necessitate a return to duty.

Section 3. During the period of leave under this Article, the employee may choose how and in what order such absence will be recorded: sick leave, annual leave, and/or LWOP, to the extent that annual and/or sick leave is available. Advance sick leave may not exceed thirty (30) days.

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

Section 5. To the extent staffing and workload permit, employees shall be allowed to work part-time to accommodate prenatal/infant care needs.

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

Section 7. The provisions of this Article shall apply to each instance of childbirth or infant adoption.

ARTICLE 31
CHILD CARE

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

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

Section 3. In accordance with governing regulations, the Agency may provide suitable government-owned or leased space and space-related services without charge for the purpose of establishing child care facilities in or near the Agency's facilities. When any facility is constructed and there will be at least fifty (50) employees in the facility, the Agency shall conduct a needs assessment survey to determine the feasibility of establishing a child care facility. The Agency shall compile a list of other government facilities within the commuting area, so that such facilities may combine resources for the purpose of meeting the basic eligibility requirements as determined by GSA. If requested, the Union shall be involved in all phases of this process.

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

Section 5. If space is available, the Agency shall provide for the use of a private area in all of its facilities/offices for employees who are breastfeeding their children.

ARTICLE 32
CONTRACTING OUT

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

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

ARTICLE 33
INFORMATION TECHNOLOGY

Section 1. The Agency agrees to ensure that offices have information technology tools appropriate to the expectation of the Agency for work performance. To that end, the Agency shall maintain a list of minimum standards for desktops and/or laptops, and associated software.

Section 2. The Agency agrees to employ computer technology on a national basis, to the extent possible, with the goal that all programs used in the organization are uniform in their version and that they are compatible within the organization.

Section 3. The Parties agree that it is mutually beneficial for the Union to be involved in the various phases of new technologies, including computer software, digital communications devices, and computer systems to be utilized by the members of the bargaining unit. This includes the lifecycle of project development from requirements definition through deployment, and the deployment of all new technologies and changes to existing technologies and their applications, when these require changes in conditions of employment. Union participation on any such group shall be in accordance with Article 48 of this Agreement.

Section 4. Bargaining unit employees shall have use of Government equipment in accordance with the applicable FAA Orders and this Agreement.

Section 5. Bargaining unit employees assigned laptop computers shall be authorized to take them home and on travel and to use in accordance with the applicable FAA Orders and this Agreement. Additional software may be installed on such laptops with the written permission of the Management designated representative who supports the equipment.

Section 6. The Agency will provide the Union with notification of the intent to deploy new releases/applications when these changes impact conditions of employment. Interim releases of existing deployed software will not require advanced notification to the union, where the numeral left of the decimal does not change (e.g. Software Package X, Release 2.0 changed to Release 2.1).

Section 7. When necessary, employees shall be trained on new technologies.

ARTICLE 34
WORKING HOURS

Section 1. The normal workday shall consist of eight (8) consecutive hours, exclusive of the designated meal period. The normal workweek shall consist of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off. The Agency may not require any employee to work an Alternate Work Schedule.

Section 2. On changing to daylight saving time, employees shall be afforded the opportunity to remain on duty for their full number of scheduled hours.

Section 3. Once annually the Parties at the local level shall meet to discuss respective scheduling concerns.

Instead of a traditional schedule, an employee may elect to work a Compressed or Flexible Work Schedule (CWS or FWS) as defined in HRPM LWS-8.15, effective May 4, 2005, updated June 11, 2010. An employee's Alternative Work Schedule election shall be authorized provided any such schedule would not have an adverse Agency impact as defined in Section 4.

Section 4. Adverse Agency impact is defined as:

a. a reduction of the level of productivity of the Agency;

b. a diminished level of service furnished to the public by the Agency; or

c. an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule).

Section 5. The following procedure shall be used by an employee in requesting a change to their work schedule. Changes to this procedure may be negotiated at the local level.

a. The employees shall submit a request to their supervisor to change their work schedule, noting a desired start date.

The request shall include the type of work schedule and the requested start and stop time (for traditional, compressed, and flexitour work schedules only). For other types of schedules the employee need only provide the flexible range of start/stop times, normally 0600-0930 and 1430-1800.

b. The Agency shall respond to the request within seven (7) days. If the Agency denies an employee's request, the denial must be in writing detailing the specific items, duties, or work assignments that would be adversely affected under Section 4 of this Article. At the request of the Union, the Parties at the local level shall meet in accordance with Article 8 of this Agreement to attempt to resolve the scheduling issue.

Approval of schedules and regular days off (RDO), will be done by seniority.

Section 6. "Core hours" means those designated hours when an employee must be present for work. Core Hours are designated as 0930 to 1430, unless otherwise agreed to by the Parties at the local level.

Section 7. "Credit hours" are non-overtime hours worked under an FWS which are in excess of an employee's basic work requirement and which are worked at the election of the employee after approval by the Agency. Eligible employees (FLSA exempt) may accrue and carry over a maximum of twenty-four (24) credit hours into any pay period. However, on the effective date of this Agreement, employees with credit hour balances in excess of twenty-four (24) hours will carryover that balance but will not be eligible to earn additional credit hours until their balance has been reduced to less than twenty-four (24) hours.

Eligible employees receive pay for a maximum of twenty-four (24) unused credit hours at his or her current rate of Base Pay when federal employment ends, when the employee transfers to another

agency, or when the employee otherwise is no longer subject to a flexible work schedule. Upon the signing of this Agreement, any balances in excess of twenty-four (24) hours shall continue to have no cash value.

The Agency shall not require employees to work additional hours or days for credit hours.

Section 8. Credit hours must be earned prior to their use. Credit hours may be earned and used in the same pay period. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave requests. When requested, the employee may substitute credit hours for approved annual leave.

Section 9. Travel or training away from an employee's office shall not, in and of itself, justify suspension of an AWS. A temporary adjustment of an employee's work schedule or the use of leave, at the option of the employee, may be appropriate under the following circumstances:

a. travel or training hours do not coincide with the employee's schedule and performance of normal duties is not possible; or

b. adherence to an AWS will create additional overtime or travel compensation entitlements.

Section 10. A bargaining unit employee's typical work schedule is performed during normal administrative hours. Should the Agency require an employee to work outside of that schedule for an assignment, the Agency shall make every effort to provide the employee a minimum of seven (7) days advance notice of the change in work schedule.

Section 11. Should the application of the Fair Labor Standards Act requirements for employees covered by this Agreement be changed through issuance of regulations or an amendment to the applicable laws, the Parties shall meet within thirty (30) days of the change for

the purpose of bargaining the availability of programs based upon the new regulations and/or laws.

ARTICLE 35
PART-TIME EMPLOYMENT/JOB SHARING

Section 1. This Article deals with full-time employees who are participating in and transitioning to part-time schedules and job sharing. Part-time and job sharing are designed to provide career opportunities for individuals who cannot or do not want to work full-time and are an acceptable and welcome alternative to the traditional full-time forty (40) hour workweek.

a. For employees, working part-time or job sharing can provide an opportunity to:
   (1) work and spend more time with children;
   (2) care for an aging or an ill family member;
   (3) pursue educational opportunities;
   (4) participate in volunteer or leisure activities; or
   (5) continue to work when illness or physical limitations prevent the employee from working a full-time schedule.

b. For the Agency, allowing part-time or job sharing can allow:
   (1) retention of highly qualified employees not available for full-time employment;
   (2) recruitment of employees with special skills who are unable or do not want to work a full-time schedule;
   (3) meeting operational requirements during workload surges; and
   (4) reduction of current human resource expenditures when employees voluntarily reduce their work hours.

Denials of requests for part-time or job sharing will be discussed with the employees, and upon request, employees will be provided specific written reasons for denials.

Section 2. Should the Agency make the determination to establish part-time positions as a condition of employment in bargaining units where such positions do not currently exist, the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement.

Nothing in this Article precludes a full-time employee from requesting permanent part-time employment as set forth in the Human Resource Personnel Manual (HRPM).

Section 3. Except as provided in Section 4 below:

a. the tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two (32) hours per week; and

b. a part-time employee's tour of duty will be documented on an SF-50, Notification of Personnel Action.

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

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

Section 6. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

Section 7. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, and leave accrual rate.

Section 8. A part-time employee shall accrue leave for each year of service in accordance with LWS-8.1, LWS-8.3 and this Agreement, on a pro-rated basis.

Section 9. Before an employee is assigned to a part-time position or a job share arrangement, the Agency will brief the employee on the impact of this assignment on the following: retirement, reduction-in force, health and life insurance, promotion, and increases in pay. Upon request, the Agency shall provide this information to the employee in the form of a written fact sheet.

Section 10. Placement of part-time employees in the work schedule shall not adversely impact the normal work schedule of full-time employees.

Section 11. Employees who share a job are considered to be individual part-time employees for purposes of appointment, pay, classification, leave, holidays, benefits, position management, service credit, and reduction-in-force. Job sharers will be limited to equally qualified employees in the same facility/office.

Section 12. Employee requests to participate in job sharing must be made in writing to the employee's immediate supervisor. If the potential job sharers have the same supervisor, the request may be made jointly. If not, each employee must submit a separate request to his/her supervisor. The request must identify the job to be shared and the employees who propose to share it. The employee is responsible for locating a job share partner(s).

Section 13. When, as part of its consideration of a job sharing request, the Agency meets with potential job sharing candidates, the Union will be notified and given an opportunity to be present during such meetings.

Section 14. The Manager and job sharers must sign an Agency job sharing agreement. Each job sharer will receive a copy of the job sharing agreement and must understand their individual responsibility in carrying out the duties and responsibilities of the

position. Any changes to an approved job sharing arrangement will require the establishment of a new job sharing plan consistent with the provisions of this Article.

Section 15. Flexibilities such as overlapping time or simultaneous shifts may be considered when scheduling job sharers. Each employee's scheduled work hours and the overlap period depends on the needs of the position, the availability of the employees, and the resources available.

Section 16. The job sharers will be informed, before starting the job share arrangement, that the Manager has the authority to approve, revise, or terminate a job sharing agreement. All parties, including job sharers, agree to provide thirty (30) days notice before terminating a part-time assignment or job share agreement. The expectation that the remaining job sharer is to work full-time until another job sharer is found in the event that one job sharer is unable to maintain the agreed upon schedule, goes on extended leave, resigns, or takes another job, should be clearly stated.

Section 17. Part-time and job sharing employees shall be paid appropriate premium pay and differentials for hours worked. Permanent or temporary part-time employees are not entitled to holiday in lieu of days.

ARTICLE 36
EMPLOYEE EXPRESS

Section 1. All employees are required to use Employee Express to process personnel actions which are capable of being accomplished through Employee Express. Employees who have physical impairments will receive assistance, upon request, in order to process their payroll and personnel information using Employee Express. Information about Employee Express will be made available to all employees.

Section 2. The Parties agree that for all employees who do not have personal workstations with computer and printer access, access will be provided during administrative hours to computers and printers in administrative areas for the purpose of using Employee Express. These computers shall not be computers already assigned at personal workstations.

Section 3. The Agency shall provide information on the use of Employee Express to include obtaining/replacing a Personal Identification Number (PIN), and the availability of assistance in using Employee Express. The Agency shall provide employees with the name, phone number, and e-mail address of a point of contact responsible for providing assistance in using Employee Express.

Section 4. Employees shall have the ability to access Employee Express while in a duty status, if otherwise in a duty status.

ARTICLE 37
BACK PAY

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

ARTICLE 38
OVERTIME

Section 1. Bargaining unit employees shall receive base pay plus one-half of their regular rate for all work outside their normal duty hours. Overtime pay is paid in addition to any other premium pay and/or differentials, regardless of when the overtime was assigned to the employee. The increment of payment shall be one (1) minute.

Section 2. An employee may be relieved of an overtime assignment when, in the judgment of the Agency:

a. the health or efficiency of the employee may be impaired; or

b. personal circumstances make it impossible for the employee to perform the overtime duty; or

c. the employee secures a willing and qualified replacement.

Section 3. Overtime shall not normally be canceled without seven (7) days notice.

Section 4. In the event of holdover overtime, the Agency shall notify the employee as soon as possible before the end of the employee's regular shift.

Section 5. When an employee is called in before or held over past an operational assigned shift, he/she will be provided the opportunity to work one (1) hour overtime.

Section 6. If an employee is scheduled/called in to perform overtime work on his/her regular day off, he/she will be provided the opportunity to work eight (8) hours.

Section 7. At the direction of the Agency, an employee called during non-duty hours to provide technical assistance to an on-duty employee shall be compensated for a minimum of thirty (30) minutes of overtime for each separate occurrence.

Section 8. An employee's normal scheduled hours of work shall not be changed to avoid payment of overtime.

Section 9. At the request of an FLSA exempt employee, the Agency may grant compensatory time off from an employee's tour of duty instead of payment for an equal amount of irregular or occasional overtime work. At the request of an FLSA exempt employee, the

Agency may grant compensatory time off from an employee's basic work requirement under a flexible work schedule instead of payment for an equal amount of overtime work, whether or not irregular or occasional in nature.

ARTICLE 39
NATIONAL PAY PROCEDURES

Section 1. The Agency shall designate a nation-wide payday which should be on the earliest day practicable following the close of the pay period. Such payday shall not be later than the second Tuesday after the close of the pay period.

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

Section 3. Any payment made by the Agency for salary or other type(s) of payment(s) shall be made by Electronic Funds Transfer (EFT) except as otherwise provided for in 31 CFR Part 208, Section 4. Any payment(s) made by EFT shall be made to the financial institution of the employee's choosing.

Any payment(s) made by the Agency shall be at no expense to the employee.

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

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

b. In the event a paper issued check has been lost, destroyed, mutilated, stolen, or when the payee claims non-receipt of his/her U.S. Treasury check, the Agency will issue a recertified

check as early as the third workday and not later than the fifth workday after the employee notifies the Agency.

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

ARTICLE 40
SEVERANCE PAY

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

Section 2. Severance pay consists of:

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

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

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

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

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

Section 4. If an employee paid severance pay in a lump sum under this Article is re-employed by the Government of the United States or the Government of the District of Columbia, at such time that, had the employee been paid severance pay in regular pay periods, the payments of such pay would have been discontinued upon such re-employment, the employee shall repay to the FAA an amount equal to the amount of severance pay to which the employee was entitled under this Article that would not have been paid to the employee by reason of such re-employment.

ARTICLE 41
RETIREMENT AND BENEFITS ADMINISTRATION

Section 1. The Agency recognizes its obligation to fully inform employees about all benefits for which they may be eligible and the costs and consequences of benefit plans or options, and to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Agency agrees to take affirmative action to fulfill this obligation through such means as presenting video tape briefings, supplying brochures, pamphlets, other appropriate information and assisting employees in filing benefit claims. This information/assistance shall be made available on an annual basis to all bargaining unit employees.

Section 2. The Agency shall establish a personnel action system which requires priority processing of packages related to employee deaths. Such personnel actions shall take priority over all other personnel actions.

Section 3. After an employee's death, and with the beneficiary's consent, the Agency shall promptly dispatch a knowledgeable representative to the home of the deceased employee's primary beneficiary. When a personal briefing is not desired, the beneficiary shall be advised by other means, such as telephone, personal intermediary, or written correspondence. All benefits to which a deceased employee's beneficiary may be entitled shall be fully explained. The representative shall assist in completing the appropriate forms and filing the claim for unpaid compensation benefits. Those benefits shall include, but not be limited to, lump sum leave payment, any retirement insurance, Social Security benefits and other services to which the beneficiary may be entitled. This representative shall be the contact point until all applicable benefits are settled.

Section 4. The Agency shall provide a retirement planning program to be made available annually. All employees within seven (7) years of retirement eligibility may voluntarily participate; however, those employees within six (6) years of retirement shall be given the first opportunity to participate. The program shall include, but not be limited to, briefings, individual counseling, assistance, information and materials distribution. These employees shall be permitted to participate in one program in a duty status. Employees are not entitled to travel and per diem except as follows. Employees normally shall attend briefings within their commuting area. When no briefing is scheduled within the commuting area, the Agency shall authorize, on a one-time basis, either the use of a Government Owned Vehicle (GOV) or Privately Owned Vehicle (POV) to attend the nearest briefing outside the commuting area. Nothing in this Section shall prohibit employees from participating in additional programs in a non-duty status, subject to space availability.

Section 5. The Agency shall provide a retirement planning program for individuals participating in the Federal Employees Retirement

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

Section 6. Brochures and pamphlets associated with benefits programs shall be provided to the national and regional offices of the Union.

Section 7. The Agency shall ensure that the most recent version of retirement and benefits information, including the following brochures and forms are available to new employees for review, and are available for review upon request to all employees:

a. enrollment Information Guide and Plan Comparison Chart;

b. brochures on both government-wide plans;

c. any brochures they may request on plans sponsored by employee organizations for which employees may qualify; and

d. brochures of all comprehensive plans serving the area in which the employee is located.

Section 8. If there is any change in retirement or benefits, or related laws or regulations, the Agency at the national level shall within

thirty (30) days brief the national Union officers. Any changes which may require negotiations shall be handled in accordance with Article 7.

Section 9. In the event it is determined that an employee is permanently disqualified for his/her duties, the Agency shall inform the employee of the rights, benefits and options, including other types of positions for which the employee may be qualified and the procedures for requesting consideration for such positions.

Section 10. An employee who has been engaged in the separation of aircraft as defined in P.L. 92-297, shall be eligible for retirement in accordance with applicable law.

Section 11. 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 appropriate Human Resource Management Division ninety (90) days prior to the scheduled effective date of separation. The Agency agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner

Section 12. In the event Health Fairs or similar activities are conducted at any Agency facility, the Agency should request participating vendors to be available so as to allow maximum employee participation on duty time. Additionally, the Agency should advise other facilities in the local area in order to allow for maximum employee participation. Employees are not entitled to travel and per diem.

ARTICLE 42
BIDDING PROCEDURES

Section 1. Vacancy announcements will be posted on the FAA website. Access to the FAA website shall be afforded to all bargaining unit employees (BUEs). At a minimum, vacancy announcements shall include:

a. Opening date
b. Closing date
c. Position
d. Salary range, including locality rate
e. Duty location(s)
f. Whether PCS expenses will be paid and at what amount
g. Area of Consideration
h. Duties
i. Qualifications
j. Rating criteria
k. Requirement for security clearance
l. How to apply (bargaining unit employees have the choice of using the Optional Application for Federal Employment OF-612, the SF-171 form or a personal resume)
m. Where to submit bids
n. Contact information
o. Bargaining unit status
p. Requirements for financial disclosure
q. Duration of assignment, if a temporary position
r. Requirements for medical certificate
s. If position is considered to be a Testing Designated Position

Section 2. All vacancy announcements for bargaining unit positions shall be open for a minimum of twenty-one (21) days before the closing date of the announcements. All bids must be postmarked or submitted by the closing date of the vacancy announcement.

Section 3. When applicable, the Agency agrees to complete the rating and return the forms to the employee for a timely mailing, provided the employee has completed and submitted the necessary forms to his/her facility/office Management at least five (5) administrative days prior to the closing date on the vacancy announcement.

Section 4. All bids shall be receipted for by the appropriate official and a copy of the receipt shall be forwarded to the employee within ten (10) calendar days of receipt of the close of the bid.

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

Section 6. If as a result of a grievance being filed under this Article, the Agency agrees or an arbitrator decides that an employee was improperly excluded from the selection list, he/she will receive priority consideration, as defined in Article 100, for the next appropriate vacancy for which he/she is qualified. If the employee is selected for the vacancy, the priority consideration will be considered to be satisfied. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded.

Section 7. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together.

However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion was made.

Section 8. Employees may arrange mutual reassignments with employees of equal grade and series. Employees may arrange mutual reassignments with employees who have previously held an equal grade on a permanent basis, unless the downgrade was for cause or performance. Such mutual reassignments are subject to the approval of the Agency.

Section 9. An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process. Requests may be for all positions and may involve a move from one geographic location to another. Consideration shall be given to such requests according to the needs of the Agency. The employee shall not normally be eligible to receive any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case, the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

Employees shall submit the following forms to the appropriate Human Resource Management Division:

a. Cover letter stating: "Filed in accordance with Employee Requested Reassignment (ERR) for _____ position at (name of facility/office)";
b. FAA Form 3330-42, Request for Consideration and Acknowledgment; and
c. OF-612, SF-171, or a personal resume.

Upon receipt of the package the receiving office will advise the employee that they have received his/her request. The application shall remain on file for fifteen (15) months from receipt.

Section 10. Upon request, the following information shall be made available to the employee:

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

b. Whether the employee was one of those in the group from which selection was made; i.e., one of the best qualified candidates available and appeared on the list made available to the selecting official;

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

d. Who was selected for the position; and

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

ARTICLE 43
TEMPORARY PROMOTIONS

Section 1. When it is known that a higher level supervisory or staff position will be temporarily vacant for a period of fifteen (15) days or more and a bargaining unit employee is assigned to fill the position for the period of the vacancy, that employee shall be given an immediate temporary promotion. The promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected.

Section 2. When competitive procedures are not used, the position will be placed on a commuting area wide vacancy announcement soliciting volunteers. If the area of consideration is expanded beyond the commuting area, it will be solicited Region/Directorate-wide. The announcement shall contain the qualifications established by the Agency, if any, and the length of the temporary promotion. The employee selected for the position shall be given an immediate temporary promotion as soon as the administrative requirements can be met and the necessary paperwork effected.

Section 3. Union representatives shall not be required to fill any temporary promotion as long as other qualified bargaining unit employees are available.

Section 4. An employee selected to fill a temporary position, in accordance with the provisions of Section 2 of this Article, shall not have the assignment extended beyond one hundred twenty (120) days.

Section 5. All temporary promotions will be documented.

ARTICLE 44
TEMPORARY ASSIGNMENTS

Section 1. Situations arise when personnel are required for temporary assignments. These situations occur when:

a. a request for personnel occurs outside the normal work assignment process; and

b. the assignment is outside an individual's normal duties and responsibilities.

Prior to filling such temporary assignments lasting longer than one (1) week, volunteers will be solicited. The solicitation shall contain the qualifications established by the Agency, if any, the anticipated start date, and length of the assignment. Each assignment shall be filled in a fair and equitable manner from among the qualified volunteers. In the absence of volunteers, the Agency will, to the extent practicable, make such assignments on an equitable basis.

Section 2. For temporary assignments to be filled from within a specific facility/office or organization, the assignment will be placed on an intra-facility/office or intra-organization vacancy announcement soliciting volunteers. If the area of consideration is expanded beyond the specific facility/office or organization, it will be solicited nation-wide.

Section 3. Whenever possible, the Agency will provide at least fourteen (14) days solicitation for temporary assignments.

Section 4. Details for fifteen (15) consecutive workdays or more will be documented by SF-50.

ARTICLE 45
TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS

Section 1. At his/her request, an employee who is temporarily medically or physically unable to perform some or all of their duties, shall continue to perform the remaining duties of their position, and may be assigned other duties, to the extent such duties are available. If duties in the employee's facility/office are not available, the Agency may offer assignment of work at other facilities/offices within the commuting area for which he/she is otherwise qualified based on needed work.

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

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

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

Section 5. Medically restricted or incapacitated employees may be assigned part-time employment at their request, in accordance with this Agreement, provided their medical condition does not inhibit their ability to perform available duties.

Section 6. When work is not available under Section 1 or 4 of this Article, sick leave shall be taken. At the employee's option, other accrued leave may be substituted for sick leave. An employee may request leave without pay, which shall not be denied solely on the basis of the employee having compensatory time, annual leave or credit hour balances.

ARTICLE 46
REALIGNMENT OF WORK FORCE

Section 1. The Agency shall notify the Union at the National level as soon as possible, but not less than twelve (12) months, in advance of a facility/office closure, or relocation and/or severance of existing facility/office functions and/or services or inter-facility realignment requiring the geographical reassignment of employees.

Section 2. In the event of a facility/office closure, or relocation and/or severance of existing facility/office functions and/or services, or inter-facility/office reorganization, the procedures outlined in Articles 47 and 86 shall apply when a reduction-in-force is necessary.

Section 3. The Agency shall notify the Union Representative as soon as possible not less than ninety (90) days prior to intra-facility/office reorganizations involving bargaining unit employees. Except for the notice period as specified above, the provisions of Article 7 of this Agreement govern negotiations between the Parties.

Section 4. When staffing imbalances exist within organizational units in a specific facility/office, and competitive procedures are not used, the position will be placed on an intra-facility vacancy announcement soliciting volunteers. The announcement shall contain the qualifications established by the Agency, if any.

Section 5. If after an initial reassignment has been completed, another imbalance was created that requires further action, the

Agency shall designate the organizational unit(s) from which volunteers will be sought and the number of employees to be selected from each designated unit.

Section 6. In exercising and complying with Section 4 and/or 5, each vacancy shall be filled by the reassignment of the most senior qualified volunteer. If there are no volunteers, inverse seniority shall apply from among the qualified employees. The transfer of employees shall be accomplished within three (3) months of the close of solicitation. If the transfer is not accomplished within three (3) months of the close of the solicitation, the selection list shall be considered void.

Section 7. In the event that an administrative reassignment becomes necessary as a result of one of the actions stated in this Article, the Agency shall expedite existing selections awaiting release to/from affected facility/office(s) prior to making a decision as to the number of employees to be affected as well as the locations involved. Should it be determined that there are still employees subject to administrative reassignments, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Section 8. The Agency is responsible for providing the employee a written notification of administrative reassignment. As a minimum, this notification must:

a. explain why the administrative reassignment is taking place;

b. provide the effective date for reassignment;

c. give the employee a reasonable amount of time (normally thirty [30] calendar days) to accept or reject the reassignment; and

d. inform the employee of their right to fully discuss employment, retirement, benefits, and termination options associated with the administrative reassignment with

representatives/specialists of the employee's local Human Resource Management Office.

Section 9. When an administrative reassignment requires an employee to relocate, the employee shall be given, at a minimum, six (6) months advance notice of the reassignment date.

Section 10. Affected employees are entitled to receive PCS expenses in accordance with the FAATP and Article 58 of this Agreement.

Section 11. An employee who declines an administrative reassignment shall be entitled to all rights and benefits as contained in Article 86.

ARTICLE 47
REDUCTION-IN-FORCE (RIF)

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

Section 2. The Agency agrees to notify the Union when it is determined that a RIF action will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that Management has authorized for staffing. At this time, the Agency and the Union will negotiate the procedures that Management will follow in the implementation of the RIF. This notification shall be made at least ninety (90) days before implementation.

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

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

ARTICLE 48
TECHNOLOGICAL/PROCEDURAL CHANGES

Section 1. The Agency agrees to provide an overview briefing to the Union at the national level concerning the Capital Investment Plan (CIP) annually and a semi-annual briefing on the status of the Agency's modernization effort. The Agency further agrees to separately brief the Union on any particular project identified by the Union as a result of the overview briefings described above.

Section 2. The Parties agree that it is mutually beneficial for the Union to be involved in workgroups established at any level, to provide operational perspective into the development, testing, and/or deployment of technological, procedural, or other changes. Further, it is in the best interest of the Parties to resolve or minimize the technical issues so as to ultimately provide for more timely resolution.

Section 3. The Agency shall promptly notify the Union as to the formulation of any such workgroup(s) which affects bargaining unit employees. The scope of the workgroup shall be defined in writing and communicated to each member prior to the commencement of business. The extent to which the individual Parties are empowered to reach agreement in specific areas shall be determined in writing by the respective Parties.

The Union shall be allowed to designate a participant from the affected bargaining unit(s) to those workgroup(s). Union designated workgroup members will be provided access to the same information as any other workgroup member. Agreements reached by the Parties in the workgroup(s) referenced above shall be reduced to writing and shall be binding on both Parties.

Section 4. The Agency agrees to notify the Union at the national level, no less than sixty (60) days prior to the field operational

evaluation utilized to support system development and the operational test and evaluation (OT&E), unless a shorter notice period is required. The notification shall contain proposed start and stop times, and shall outline the reasons and intent of the test and/or evaluation.

Section 5. The Union Representative will be allowed to participate in the activities of the group in a duty status, if otherwise in a duty status. If requested by the Representative and absent an emergency or other special circumstance, the Agency shall change his/her days off to allow participation in a duty status for these purposes. When a Union Representative is unable to be released to participate in a meeting, the meeting shall be rescheduled, to the extent practicable, to ensure Union participation. The Agency shall make every reasonable effort to ensure the availability of the Union Representative.

Section 6. The Agency agrees to notify the Union at least sixty (60) days prior to the In-Service Decision (ISD) of the proposed implementation of technological changes affecting employees, unless operational necessity requires a shorter notice period. Except for the initial notice period, as specified above, the provisions of Article 7 of this Agreement govern negotiations between the Parties on the impact of changes arising from revisions to technology, procedural, and/or airspace changes, as well as the effect of procedural and/or technological tests which impact employees.

Section 7. Employees adversely affected by changes in technology shall be entitled to pay and grade/band retention in accordance with the agreement of the Parties. Such employees shall also be notified of any right with respect to early retirement and given the fullest consideration for early (discontinued service) retirement that law and regulation provide.

Section 8. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

ARTICLE 49
INTERNET AND COMPUTER USAGE

Section 1. The Agency shall allow limited personal use of computer equipment, including Internet access. This usage shall conform to FAA Order 1370.79A, dated 10/12/99.

ARTICLE 50
SURVEYS AND QUESTIONNAIRES

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

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

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

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

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

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

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

ARTICLE 51
FACILITY EVALUATIONS, AUDITS, AND ASSESSMENTS

Section 1. When an evaluation, audit or assessment is conducted at a facility/office, the Union at the local level may designate one (1) member to serve on the evaluation team. The designee shall function at the direction of the evaluation team leader as a full member of the evaluation team. The designee's schedule shall be adjusted so he/she may participate in a duty status.

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

Section 3. A Union Representative is entitled to attend formal discussions conducted with bargaining unit employees during the evaluation which meet the criteria of 5 USC 7114 (a)(2)(A) as referenced in Article 6, Section 3.

Section 4. The local Union Representative shall be provided a copy upon completion of any evaluation, audit, or assessment conducted at his/her facility/office. Additionally, the local Union Representative and/or their designee shall be provided read-only access to the Facility Safety Assessment System (FSAS), or any similar applicable systems.

Only bargaining unit employees acting in the capacity of a team member may be identified on any report or data contained in the FSAS database, or any similar applicable systems.

ARTICLE 52
PROFESSIONAL STANDARDS PROGRAM

Section 1. The Parties at the National level agree to develop the framework for a Professional Standards Program (PSP) using the principles outlined in this Article. The purpose of the Professional Standards Program is to provide an opportunity for bargaining unit employees to address performance and/or conduct of their peers before such issues rise to a level requiring corrective action(s) on the part of the Agency.

Section 2. Within one hundred and twenty (120) days of the signing of this Agreement, the Parties agree to form a joint workgroup to assist field facilities/offices in the implementation of a Professional Standards Program. The workgroup will consist of three (3) bargaining unit employees, selected by the Union at the National level, and three (3) members selected by the Agency. The Parties at the National level shall mutually identify appropriate experts to assist in the development of the PSP. Other resources may be utilized by mutual agreement to facilitate the process. Bargaining unit employees will be on duty time, if otherwise in a duty status, and will be entitled to travel and per diem in accordance with FAATP and this Agreement.

Section 3. The National workgroup will solicit volunteer facilities/offices to participate in a pilot Professional Standards Program. Each volunteer facility/office must submit a statement from the local Union Representative and the Manager, jointly signed, stating they wish to be considered for the pilot program. The number of facilities/offices selected to participate will be determined by the National workgroup. Participation will initially last for twelve (12) months unless either Party, at the local level, determines it is not mutually beneficial and withdraws their participation from the program. Prior to entering into this pilot Professional Standards Program,

the Manager and local Union Representative must agree to use the committee/program as outlined in this Article.

Section 4. The Professional Standards Committee (PSC) will be comprised of bargaining unit employees only, appointed by the local Union Representative or his/her designee. There shall be a chairman of the PSC, appointed by the local Union Representative. The National workgroup, in consultation with the volunteer facility/office, will determine the numbers of bargaining unit employees on the facility/office PSC. The Agency agrees that PSC meetings are to be conducted on duty time, generally not to exceed two (2) hours per pay period. Additional time may be granted, upon request, for committee members unless staffing and workload do not permit. It is the responsibility of the PSC chairman to inform the Manager of the need for the committee to meet.

Section 5. The PSC may accept performance and/or conduct based issues from other bargaining unit employees, supervisors, or other Management officials. The acceptance of an issue is at the sole discretion of the committee. Participation in this program is completely voluntary and all parties involved must agree to participate. The committee may identify and recommend other means for improving professionalism and safety.

Section 6. A PSC will not make records in any form (written or recorded) of their meetings while dealing with a particular matter. However, the committee will maintain records of how many issues were brought forward, how many were accepted, and the number that were resolved. These records will be provided to the National workgroup and shall only be used to assist in determining if the program is successful. Lessons learned, generic in nature, will be distributed, as deemed appropriate by the committee, to the workforce. Employee names or identifying information shall not be used. In the event of a performance or behavior-oriented inquiry,

an acknowledgement that the issue is resolved or unresolved will be made available to the individual reporting the event.

Section 7. The Agency may elect to use the PSP as an alternative to disciplinary action under Article 10. Issues released to the PSC shall not be addressed through other means or raised in the future to support other disciplinary actions, if the PSC reports that the issue is resolved.

Section 8. PSC members shall be provided access to all relevant data concerning a reported event. A PSC inquiry shall not be used by the Agency as a triggering event to begin an outside investigation. The Agency shall not pursue action against an employee while the matter is "in committee", unless the issue is the subject of an ongoing or current investigation, involves gross negligence, is a criminal offense, or is brought to the attention of the Agency by means other than the PSC inquiry.

Section 9. The Parties at the National level agree to review of the effectiveness of this Article semi-annually. Based upon this review, the Parties agree to meet and jointly modify the program to ensure the goals of this Article continue to be met. It is agreed and understood that either Party may terminate the PSP at the end of the twelve (12) month pilot program if, in either Party's estimation, the PSP is not accomplishing the intended outcome. Expansion of the program may occur at anytime based on mutual agreement of the Parties.

Section 10. This Article does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

ARTICLE 53
OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Agency shall abide by 29 CFR 1910, 29 CFR 1926, 29 CFR 1960, FAA Order 3900.19, P.L. 91-596 and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.

Section 2. The Agency shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting and water quality. The Agency shall follow consensus standards, Agency guidelines, policies and current industry standards in order to achieve these conditions.

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

a. National OSHECCOM: The committee will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative.

b. Regional OSHECCOM: The committees will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative per region.

c. Local OSHECCOM: The committees will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative. The committee shall review the progress in occupational safety and health at the facility/office and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee shall

have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility/office. The committee shall forward recommendations to the Manager for action on matters concerning occupational safety, health, lighting and air quality. The Manager shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the appropriate Manager, he/she shall forward the committee recommendations to the appropriate authority for action as soon as practicable.

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

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

Section 5. The Agency shall supply and replenish first aid kits which shall include, at a minimum: blood-borne pathogen clean up kits, remedies for gastrointestinal relief, alcohol swabs, acetaminophen, aspirin, ibuprofen, gauze pads and band-aids. These kits shall be readily accessible to bargaining unit employees at all hours of facility/office operation.

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

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

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

Section 9. If the Agency initiates or permits the use or storage of chemicals, pesticides or herbicides at any facility/office, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide shall be provided to the Union prior to use/storage. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides or herbicides shall be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides and herbicides shall be used in accordance with applicable law and the manufacturer's guidelines and precautions.

Section 10. The Agency shall insure that claims for personal injury are processed in a timely manner in accordance with Article 75.

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

Section 12. Indoor air quality concerns identified by the local Occupational Safety and Health Committee, shall be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-Conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the local Union as soon as they are available.

ARTICLE 54
WELLNESS CENTERS
AND PHYSICAL FITNESS PROGRAMS

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

Section 2. If Wellness Committees are formed or currently exist, they should fairly represent all facility/office employees. The Union, at its election, may designate a representative from each affected bargaining unit to serve as a member of the committee.

Section 3. In facilities/offices that have on-site wellness centers, employees shall be permitted to utilize the facility during off-duty

time in accordance with the policies and procedures of the wellness center.

Section 4. Within one hundred twenty (120) days of the signing of this Agreement, the Parties shall meet to develop an Employee Wellness Program Initiative that may include administrative leave each week to engage in physical activity, either at an FAA Fitness Center or within the vicinity of an FAA office.

ARTICLE 55
FAA AIR FLIGHT PROGRAM (AIR UNIT ONLY)

Section 1. The Agency will annually provide the Union a list of bargaining unit members who are in the AIR Flight Program.

Section 2. Employees who are not participating in duties requiring them to be part of the AIR Flight Program may request to be listed as inactive in the AIR Flight Program. Denials of all requests shall be in writing and list the specific projects and programs requiring the employee to remain active in the program.

Section 3. The Agency shall notify the Union of any instances where bargaining unit employees will be selected for participation in the Flight Proficiency Oversight Committee (FPOC). The notification should include, at a minimum, the number of employees requested, and qualifications, if any. Upon receipt of this notification, the Union shall normally have ten (10) days to provide the name of the employee(s) that will participate in the FPOC. The Agency recognizes its statutory, regulatory, and contractual obligations to provide notification to the Union regarding any proposed changes in personnel policies, practices, and matters affecting working conditions.

The Union shall be provided a copy of all meeting and/or telecon minutes from all FPOC meetings and telecons within fourteen (14) days of the event.

ARTICLE 56
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

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

Section 3. It is agreed between the Parties that the Pregnancy Discrimination Act of 1978 amended Title VII of the Civil Rights Act of 1964. The terms 'because of sex' or 'on the basis of sex' include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes.

Section 4. The Parties jointly support an organizational environment that is free of sexual harassment and discrimination. Every effort will be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the work place.

Section 5. The FAA Office of Civil Rights will post on the FAA Civil Rights website contact information for the National Intake Unit, the Intake eFile address to initiate EEO pre-complaints, and the names and contact information for EEO specialists. Each facility and staff office will receive at least one poster with the FAA National Intake contact information and the Intake eFile address. The facility/office Manager or staff will hang the poster at the facility or staff office in a visible location where employees may be able to see

the EEO information. The names and contact information of EEO specialists and counselors will also be posted on the FAA website.

Section 6. At the employee's request, an employee may be accompanied by a Union Representative during an EEO meeting.

Section 7. The Parties jointly support the tenets of the Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 ("No FEAR Act").

ARTICLE 57
EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

Section 2. Participation in the Employee Assistance Program shall be voluntary.

Section 3. The Parties agree to continue the EAP committee at the national level. The committee shall meet semi-annually at a time and place determined by the Agency to discuss, exchange views, and make recommendations on EAP matters as they concern bargaining unit employees. The Union may designate three (3) members to the national EAP committee. During periods of participation the members of the committee shall be on duty time and receive travel

and per diem expenses. The national EAP contractor shall meet with the national EAP committee at least once annually and more often as necessary.

Section 4. At least once annually, the EAP contractor shall provide information on the EAP program to each employee. This information may be in the form of brochures and/or wallet-size cards. Additional EAP promotional materials, including posters and brochures may be made available at each facility/office.

Section 5. In cases where an employee requiring a medical certificate consults an EAP counselor for a problem unrelated to substance abuse and disagrees with any resulting diagnosis, the following shall apply:

a. the employee may advise the flight surgeon within seventy-two (72) hours of the employee's intent to seek a second diagnosis;

b. the employee may consult a medical professional of the employee's choosing to obtain a diagnosis;

c. the employee may submit the second diagnosis to the flight surgeon within thirty (30) days of the notice provided under subsection 5a;

d. the flight surgeon will review any diagnosis submitted by the employee under subsection 5c prior to deciding whether rehabilitation is necessary.

Section 6. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty. However, under certain circumstances, the EAP manager may contact the flight surgeon regarding employees who have medical certificates.

ARTICLE 58
MOVING EXPENSES

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

Section 2. Official station is the building or air traffic facility to which the employee is permanently assigned. Employees transferring from one official station to another for permanent duty are authorized reimbursement of moving expenses and temporary quarter's subsistence only when the following conditions are met:

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

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

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

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

Section 3. Employees who do not meet the requirements in Section 2 are authorized reimbursement of moving expenses for involuntary moves resulting from facility relocation, closure, co-location, consolidation, de-consolidation/de-combining of facilities or other facility realignments, or directed reassignment, when the following conditions are met:

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

b. the Agency has determined that the relocation was incident to the change of official station, in accordance with the FAATP.

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

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

a. the employee is authorized relocation benefits for a PCS in accordance with the FAATP and this Agreement;

b. both the old and new official stations are located within a non-foreign area;

c. the employee is not assigned to government or other pre arranged housing at the new official station; and

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

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

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

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

b. Temporary quarters authorizations may be extended in accordance with the FAATP.

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

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

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

Section 8. Employees may choose to receive reimbursement for a property management services fee on an employee's residence in lieu of reimbursement for real estate expenses associated with the sale of a residence at the old duty station in accordance with the FAATP. Employees who elect to use the property management services, and are not reimbursed for real estate expenses associated with the purchase of a residence at the new duty station in accordance with the FAATP, shall receive an incentive payment equal to five thousand five hundred forty-five dollars ($5,545.00), less applicable taxes.

Section 9. When reimbursement of moving expenses and use of the relocation services contract are authorized and the residence has been entered into the home sale program, employees are eligible to receive an incentive payment if they bring a buyer to the table which results in an amended sale, in accordance with the FAATP.

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

Section 11. Reimbursement for the cost of shipping a Privately Owned Vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations

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

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

Section 13. All reimbursable PCS travel, including that of the immediate family, and transportation, including that for the shipment of household goods shall begin within eighteen (18) months of the effective date of the employee's transfer. The eighteen (18) months time limitation shall be extended for an additional period of time not to exceed six (6) months by the authorizing official where there is a demonstrated need due to circumstances which have occurred during the initial eighteen (18) months and have been determined to be beyond the employee's control. Employees must submit a written request for waiver to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month

time limitation. The maximum time for beginning travel and transportation shall not exceed twenty-four (24) months from the effective date of the transfer under any circumstances.

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

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

Employees shall be authorized duty time for travel to a new duty station in accordance with the FAATP.

Section 16. Any relocation allowance offered will be specified on vacancy announcements. The Agency may offer a full PCS (which may or may not include relocation services), or a fixed relocation payment in the amount of up to $27,000.00 in accordance with the FAATP. In the case of an involuntary move, the employee may elect a full PCS or a fixed relocation payment in the amount of $27,000.00.

Section 17. When an employee is authorized reimbursement via the fixed relocation payment, the Agency shall offer the employee the option of using the Agency's household goods transportation program. If the employee elects such option, the Agency will withhold the estimated transportation costs (as determined by the vendor) plus a reasonable amount (not to exceed ten percent [10%]) to cover any overages. Upon completion of the transportation of household goods, the employee shall receive any amounts in excess of the actual cost of transportation which were temporarily withheld from the employee's payment.

Section 18. An employee who is authorized reimbursement via the fixed relocation payment shall not be required, by the Agency, to itemize individual expenses or repay any amount which is in excess of actual expenses.

Section 19. An employee who is authorized reimbursement via the fixed relocation payment described in Section 16 shall receive his/her full payment no later than thirty (30) days prior to the date of transfer.

Section 20. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after their new duty station report date. However, this Section shall not apply in cases of involuntary moves as defined in Section 3 of this Article.

ARTICLE 59
RETURN RIGHTS

Section 1. To the extent that the Agency has a need for and maintains an administrative return rights program, the program shall be administered in accordance with applicable directives and the terms of this Agreement. If any changes to the program are proposed, the Agency will provide the Union ninety (90) days notice and opportunity to negotiate the changes with the Union. Employees on overseas tours are entitled for the remainder of their current tour to the protection of the regulations under which they accepted the overseas assignment.

Section 2. To maintain administrative return rights, the employee shall execute an employment agreement for each tour of duty. A tour of duty is usually twenty-four (24) months, but not more than thirty-six (36) months. A tour of duty may be limited to twelve (12) months at foreign duty locations where dependents are not permitted

or for safety or security reasons. An employee is usually expected to complete two (2) consecutive tours of duty with an aggregate time, including extensions, of no more than sixty (60) months. The length of a tour of duty may be reduced if it is deemed to be in the best interest of the Agency; consideration will be given to the needs of the overseas organization, the needs of the parent organization and personal desires/circumstances of the employee. Employees shall be advised of the length of the initial tour when applications are solicited.

Section 3. The Agency shall provide the rights and benefits provided by applicable laws to all eligible employees on employment agreements under this Article.

Section 4. Unless staffing and workload do not permit, an employee who enters into a new employment agreement shall be granted up to twelve (12) months following expiration of his/her preceding employment agreement to exercise his/her home leave and/or rights and benefits. Home leave will not be applied toward the time an employee is required to serve on his/her tour of duty.

Section 5. Employees, who accept assignment outside the continental United States, and after completing a tour of duty, are allowed expenses for travel and transportation from post of duty to place of actual residence at time of appointment for transfer and return overseas, for the purpose of taking leave between tours of duty overseas. The employee must enter into a new written agreement before departure from his/her post of duty that he/she will serve for another period of service at the same or another post of duty outside the continental United States.

This provision is also applicable to employees serving tours of duty in Alaska and Hawaii, but only under the following conditions. Employees who transferred to Alaska or Hawaii on or before September 8, 1982, will continue to be eligible to receive allowances

for travel and transportation expenses for tour renewal travel to the maximum extent permissible under government-wide regulations. However, those who have transferred or are transferring to Alaska or Hawaii after September 8, 1982, are restricted. (Leave under this provision is not the same as "home leave" for which employees in Alaska and Hawaii are not entitled to in any event.)

Section 6. Employees exercising return rights shall be given a list of all existing bargaining unit vacancies which are to be filled and for which he/she is qualified. He/she must make a selection from the list supplied. This shall be the position to which he/she is returned.

Section 7. Waiver of employment agreements shall not be required for an early return of ninety (90) days or less, when an employee has been selected for another position.

Section 8. Unless staffing and workload do not permit, tour extensions not to exceed an aggregate period of nine (9) months may be granted by the overseas organization to an employee after coordination with the parent organization.

Section 9. An employee completing a tour of duty outside the continental United States shall notify the Agency not prior to one hundred eighty (180) calendar days nor less than one hundred fifty (150) calendar days before that tour expires that he/she shall or shall not return.

Section 10. The Agency shall advise the employee of his/her specific assignment in the continental United States at least ninety (90) calendar days in advance of the expiration date of his/her current tour.

Section 11. The Agency shall contact the employee prior to determining the release date. Careful consideration will be given to the employee's personal needs in determining a release date under this program.

ARTICLE 60
TRAVEL COMPENSATORY TIME

Section 1. Travel compensatory time shall be administered in accordance with HRPM Policy Bulletin #41, dated October 16, 2005.

ARTICLE 61
COLLABORATION

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

a. facilitate the resolution of issues between the Parties,

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

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

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

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

ARTICLE 62
ATSAP

Section 1. The FAA and NATCA are committed to improving the safety of the National Airspace System. Each Party has determined that safety would be enhanced if there were a systematic approach for all employees to promptly identify and correct potential safety hazards.

Section 2. Within sixty (60) days of the signing of this Agreement, the Parties shall meet to develop a process and procedures, where applicable, for the inclusion of the bargaining units covered by this Agreement into the Air Traffic Safety Action Program (ATSAP).

ARTICLE 63
NATIONAL TRANSPORTATION SAFETY BOARD (NTSB) UNION REPRESENTATIVES

Section 1. The Parties recognize that the right of designated Union representatives to participate in NTSB investigations is at the complete discretion of NTSB. Should NTSB allow the designated Union representatives to participate, the following procedures shall apply to no more than three (3) representatives, to be named by the Union.

Section 2. When a Union Representative participates in an NTSB accident/incident investigation, the Agency shall grant such Representative excused absence. The Representative is not entitled to overtime, holiday or other premium pay while representing the Union in an NTSB investigation. Travel and per diem is not authorized.

Section 3. In accordance with Section 2 above, the Union Representatives shall be relieved as soon as operationally possible from their normal duties to immediately proceed to the scene of an accident in which the services of the affected bargaining unit is involved.

Section 4. Unless staffing and workload do not permit, on a one-time basis the NATCA NTSB Representatives shall be authorized thirty-two (32) hours of excused absence to attend formal training. Unless staffing and workload do not permit, employees designated as representatives under this Article who desire to attend additional accident/incident investigation courses shall be granted leave to attend such courses up to a maximum of three (3) weeks per employee per calendar year.

Section 5. Unless staffing and workload do not permit, the Agency shall grant annual leave or LWOP for one or more Union Representatives to attend NTSB hearings.

ARTICLE 64
DRUG ABATEMENT INSPECTION SCHEDULES

Section 1. Bidding for assignments to the quarterly inspection schedule shall be completed in an equitable manner at the Center level, not less than forty-five (45) days prior to the first inspection week of the subject quarter. Within sixty (60) days of the signing of this Agreement, procedures for employees bidding on the quarterly inspection schedule shall be negotiated between the Union and the Agency at the National level.

Section 2. Assignments to a reserve status and activation of individuals on reserve status shall be rotated equitably among all bargaining unit employees. These employees, while not specifically assigned to inspections, are expected to be available to accommodate substitutions or changes to the inspection schedule. It is recognized that no amount of planning or scheduling will guarantee that an employee in reserve status will be available to perform the functions identified.

Section 3. Quarterly inspection schedules will be posted thirty (30) days prior to the first inspection week of the subject quarter.

Section 4. Team lead positions will be rotated equitably among qualified employees.

Section 5. In the event the Agency determines an employee is not qualified for an inspectional assignment, the Agency shall provide a written explanation of why the employee was not considered qualified for the assignment, and of the qualifications required for the assignment.

Section 6. The Agency shall approve the exchange of inspection schedules by qualified employees.

ARTICLE 65
EMPLOYEE PERFORMANCE

Section 1. The Parties recognize that employees are accountable for ensuring that their performance conforms with established standards. However, in the event of a difference in professional opinion between the employee and the Agency, the employee shall comply with the instructions of the Agency and the Agency shall assume responsibility for their own decisions.

Section 2. If an employee is relieved from his/her assigned duties by the Agency because of alleged unacceptable performance of duty, the employee, if he/she requests, shall be given a written explanation of the reason for such action by the Agency within one (1) work day. The written explanation is not to be construed as constituting a notice of proposed adverse action.

ARTICLE 66
MEDICAL QUALIFICATIONS

Section 1. The Agency agrees that waivers (special considerations) to the medical certificate shall be granted on purely medical determinations, and shall indicate the employee is medically qualified to perform his/her duties. Any limitations provided for by the waiver shall be communicated to the employee in writing. If no such limitations are imposed, this information will also be communicated to the employee in writing.

Section 2. Medical certificate examinations shall be conducted by an Agency medical officer or a certified Aviation Medical Examiner (AME). If there is not a medical officer located in the vicinity, then

the Agency shall provide the employee with a list of AMEs within a reasonable traveling distance.

Section 3. National medical standards and associated tests shall be established in accordance with OPM regulations, applicable law, rule or regulation and shall be applied uniformly nationwide. Engineers who do not perform flight test duties are not required to maintain an FAA Class III medical certificate.

Section 4. All medical examinations required by the Agency shall be scheduled on duty time. Employees shall be reimbursed for mileage and parking fees.

Section 5. Whenever an employee exceeds the number of hours for their scheduled tour of duty on a day during which he/she submits to a medical examination, evaluation or review, the employee is entitled to overtime benefits for all time spent beyond the scheduled tour of duty. The increment of payment shall be one (1) minute.

Section 6. The Flight Surgeon will decide if the employee does or does not meet the standards.

a. If the Flight Surgeon believes that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized and, if there is any cost involved, paid by the Agency.
b. If an employee does not meet the retention standards, the employee may submit further medical evaluations or reports to the Flight Surgeon in order to obtain initial or special consideration. All transportation and expenses will be borne by the employee.
c. If an employee does not meet the standard, either temporarily or permanently, the medical examiner will outline for the

employee, in writing, which of the medical standards have not been met. Upon the employee's request, the Flight Surgeon shall normally suggest in writing what further medical evaluations or reports may be submitted by the employee to obtain initial or continuing special consideration.

d. In cases where the Flight Surgeon authorizes additional evaluations, employees may submit names of physicians or medical specialists to be considered to conduct the evaluation under this Section. Reimbursement shall not be made unless the services are authorized by the Regional Flight Surgeon.

e. The Regional Flight Surgeon shall consider all available medical information before issuing a denial.

Section 7. All correspondence between the Flight Surgeon's Office and the employee is confidential. While local Agency Management may be used as a conduit for the passage of such information, it shall be transmitted back and forth in sealed envelopes to be opened by the employee or Flight Surgeon only, as appropriate.

Section 8. In the event an employee is denied a medical certificate, he/she may within thirty (30) days after the date of denial apply in writing to the Federal Air Surgeon, FAA Headquarters, Washington D.C. Pending the outcome of the decision by the Federal Air Surgeon, the Agency shall make every reasonable effort to accommodate the employee in accordance with Article 45 of this Agreement.

For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a permanent medical disqualification, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which he/she is qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

Section 9. Employees must assume the expense of any self-initiated examinations to support review actions. The Flight Surgeon normally will not determine that an employee meets or does not meet medical retention standards solely on the basis of the information provided by the employee's own physician.

Section 10. Employees shall not perform duties associated with the requirement to hold a medical certificate beyond the last day of the month in which their medical certificate expires, unless the clearance is extended by special consideration of the Regional Flight Surgeon. The employee may continue to perform all other duties not requiring a medical certificate.

It is the employee's responsibility to report for medical exams scheduled by the Agency. If the employee's medical certificate expires due to the Agency's failure to schedule the employee's required medical examination in a timely manner, the employee shall be assigned or continue to perform other duties not requiring a medical certificate until such time as a medical certificate is issued.

Section 11. The provisions of this Article shall be applied uniformly nationwide and to those bargaining unit employees who are required to maintain medical certificates.

Section 12. Employees may not perform duties requiring a medical certificate during any period of known physical deficiency, concurred with by the Regional Flight Surgeon, which would make them unable to meet their current medical certificate. If such conditions occur, the employee may continue to perform their other duties, as appropriate, otherwise the provisions of Article 25 are authorized.

Section 13. At least once annually, the Agency shall provide medication guidelines including restricted medications to the Union at the national level. These guidelines are not a comprehensive or

all-inclusive list of all medications that restrict employees from performing safety-related duties.

Section 14. At least once annually, the Parties shall meet to discuss policies on medications and medical conditions that may result in temporary or permanent medical disqualification of employees. In order to make these meetings as productive as possible the Parties' representatives should include qualified medical representatives.

Section 15. As medical qualifications, restrictions and associated procedures may be modified and no such potential modifications have been discussed nor could have been contemplated, the Union reserves the right to mid-term negotiations. Any such negotiations shall be in accordance with Article 7 of this Agreement.

ARTICLE 67
TRAINING

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

Section 2. Should the Agency establish a learning council(s) within an organization which affects bargaining unit employees, the Union shall be given the opportunity to participate.

The Union shall have a representative on all such committees, including but not limited to the Aircraft Certification Training Advisory Committee (ATAC). The Union Representative shall be on official time, if otherwise in a duty status. Agreements made by the respective Parties are binding on all Parties.

Section 3. The Agency shall make every reasonable effort to provide an employee a minimum of thirty (30) days advance notice for all required training.

Section 4. The Agency, at the request of the employee and with employee input, agrees to assist the employee who desires a formal individual development plan. The plan, once established, shall be reviewed once a year by the bargaining unit employee and his/her supervisor to assess progress on achieving the learning goals and to make any adjustments in the plan to reflect changing requirements of the employee's job assignment and/or resource constraints. The scope of activities in these learning plans may include such things as Agency sponsored training, other federally sponsored training, off-the-job development obtained either through reimbursements in accordance with Section 5 of this Article or at no cost to the Agency, on-the-job assignments or details, college or university sponsored training, professional organizationally sponsored training, etc.

Section 5. Employees are encouraged to participate on their own time in self-initiated educational and training programs directly related to improving their job performance within the profession. Employees may be reimbursed for such training in accordance with the Federal Aviation Administration Personnel Management System (FAA PMS) subject to the availability of funds. Requests for approval and reimbursement must be submitted sufficiently in advance so decisions can be made prior to enrollment. The program shall be made available on an equitable basis to all employees covered by this Agreement. The Agency shall take action, through issuance of an appropriate publication, to make all employees aware of the Agency sponsored initiatives for receiving outside training and the procedures for application.

Section 6. Employees may request to enroll in certain directed study courses designed to improve their work performance, to expand their capabilities, and to increase their value to the Agency. The Agency may allow personnel to devote duty time to the study of these courses.

Section 7. Employees receiving Agency authorized training under Sections 4 and 5 of this Article shall be permitted reasonable use of government equipment subject to availability.

Section 8. In the event the Agency issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

ARTICLE 68
TELEWORK

Section 1. The Parties agree that bargaining unit employees are entitled to participate in the Agency's Telework Program, however employee participation is voluntary. Policies and procedures regarding telework that are not covered in this section shall be in accordance with HRPM LWS-8.19, FAA Telework Program, dated, June 30, 2006.

Section 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

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

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

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

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

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

Section 3. FAA employees may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

a. work at home in a space specifically set aside as an office or workplace;

b. work at a teleworking center (often called a telecenter) operated by the federal, state or local government, by private industry, or by a combination of organizations working together. Telecenters typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time;

c. work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees;

d. work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite. In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary

medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

a. the reasonableness of the request;

b. the workability of the request; and

c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

Section 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 7. Employees may change their telework days, with prior approval of their supervisor.

ARTICLE 69
DRESS CODE

Section 1. Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which maintains public confidence in the professionalism of the bargaining unit workforce.

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

Section 3. Neckties shall not be mandatory and denim trousers shall be permitted, as long as their condition meets the standards of Section 1 of this Article, with the following exceptions:

a. Employees in AAM-800 during bi-weekly inspection visits when the necktie standard of the inspection site being visited requires a tie to be worn and denim trousers shall not be permitted during bi-weekly inspection visits.

b. Employees in ARP and AGC when meeting with external organizations.

ARTICLE 70
PARKING

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

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

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

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

Section 5. When two (2) or more parking spaces are reserved for the line of business, other than those reserved for government cars, visitors and handicapped individuals, a space shall be made available to the corresponding Union Representative.

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

ARTICLE 71
EMPLOYEE SERVICES

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

Section 2. Bargaining unit members shall have the right to establish a coffee area in close proximity to their work area(s). The Agency will provide coffee maker(s), microwave oven(s) and refrigerator(s)

at each facility/office. The number and locations for the coffee maker(s), microwave(s) and refrigerator(s) shall be negotiated at the local level. The utilization of any portion of this Section must be in conformance with local fire code.

Section 3. The Agency shall maintain clean and adequately stocked restrooms at all of its facilities/offices.

Section 4. At facilities/offices with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

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

ARTICLE 72
CALENDAR DAYS

Section 1. Unless specified to the contrary, whenever the term "days" is used in this Agreement, it shall mean calendar days.

ARTICLE 73
SUBSTANCE TESTING

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

Section 2. The Union's local bargaining unit representative or his/her designee shall be notified of the arrival at the facility/office of the collector/Breath Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees.

The Agency shall advise the Union's local bargaining Representative or his/her designee of both the maximum number of employees to be tested and the time parameter of the testing period. Absent an emergency or other special circumstance, the Union's local bargaining Representative or his/her designee, shall be released on official time for the purpose of performing representational duties. The Representative, or his/her designee, will be notified when substance testing has been completed. Upon request, the Agency will inform the Representative of the number of people tested at the facility/office and the number of employees to be rescheduled. The Union may request a copy of the annotated test list which shall be provided to the Union as soon as the information becomes available. All privacy data will be removed from the copy prior to delivery to the Union.

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

Section 4. The Union at the national level shall be given a copy of the Agency's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation. In addition, one (1) Union Representative shall be permitted to accompany officials of the Agency on an inspection of the testing laboratory once a year, if the Agency conducts such an inspection.

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

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

Section 7. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

Section 8. All equipment used for alcohol testing shall meet the requirements and standards as specified in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide. Upon written request, the Union shall be given a copy of the results of calibration checks for equipment used for alcohol testing. The request must include the specific site location(s) (with acronym(s) spelled out) and the specific date(s) that testing occurred. If any testing equipment is found to be out of tolerance/calibration as specified in Chapter VI, DOT Order 3910.1, every test result of 0.02 or above obtained on the device since the last valid external calibration check shall be invalid.

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

Section 10. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

Section 11. Employees will be notified of drug test results within a reasonable period of time, normally five (5) working days, of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results. Alcohol test results shall be made available to the employee at the time of testing. Notification of test results shall be handled in a confidential manner. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

Section 12. Only employees who are in a duty status shall be subject to substance testing.

Section 13. Post accident/incident testing shall only be conducted on employees whose work performance at or about the time of the covered event, as described in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, provides reason to believe that such performance may have contributed to the accident or incident, or cannot be completely discounted as a contributing factor to the accident or incident. If an employee is held past his/her shift end time, he/she will be paid overtime in accordance with this Agreement. In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave the facility/office if the collector/BAT has not arrived at the facility/office or will not be arriving shortly. The employee will be required to sign a statement that he/she will not consume alcohol for up to eight (8) hours of the time of the covered event and that he/she must return to the facility/office for testing when called back.

Section 14. When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, the Agency may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts

and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere "hunches" are not sufficient to meet this standard. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT regulations.

Section 15. In accordance with DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, each urine specimen shall be split into two specimen bottles using the split specimen procedure. If the Medical Review Officer (MRO) verifies the primary specimen bottle (bottle A) is positive, substituted and/or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another HHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A. Only the donor can make such request. Such request shall be honored if made within seventy-two (72) hours of the donor having received notice that his/her primary specimen tested positive and was verified.

Section 16. If an employee fails to provide an appropriate amount of urine in accordance with the DOT Drug and Alcohol Testing Guide, the employee will be given a reasonable period of time to provide a specimen. The employee will be allowed an appropriate amount of time, in accordance with the DOT Drug and Alcohol Testing Guide, from the time the last donor to be tested is notified to provide a specimen. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with DOT Order 3910.1.

Section 17. 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 18. In the event of a confirmed positive alcohol test of .02 or higher, the Agency shall, upon written request, provide to the employee and the Union the maintenance and calibration history of the equipment used and the BAT's last certification.

Section 19. There shall be no local or regional supplements to this Article.

Section 20. Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

ARTICLE 74
CRITICAL INCIDENT STRESS MANAGEMENT (CISM)

Section 1. The Agency has established a Critical Incident Stress Management (CISM) Program which is designed to proactively manage the common disruptive physical, mental and emotional factors that an employee may experience after a critical incident (e.g.. accidents/incidents, such as an aviation disaster with loss of life, the death of a co–worker, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

Section 2. The Agency's CISM Program is an educational process designed to minimize the impact of a critical incident on employees.

It is not intended to evaluate employees in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.

Section 3. The CISM Program will include fifteen (15) Peer Debriefers appointed by the Union for the purpose of responding to critical incidents and providing peer support. From within this team, the Union, at the national level, will designate up to four (4) national CISM coordinators to work with jurisdictional EAP Managers to arrange for critical incident response.

Section 4. CISM training will be provided to the Union designees referenced in Section 3 of this Article on duty time, if otherwise in a duty status, and shall entitle the participants to travel and per diem allowances. The Agency agrees to adjust the schedule(s) of participants to allow them to participate in a duty status.

Section 5. Whenever the Agency determines to send out a CISM team, the Union designee shall be relieved, as soon as staffing and workload permits, from his/her duties to immediately proceed to the scene. The Agency shall adjust the Union designee's schedule to allow for travel and participation in CISM team activities on duty time. Travel and per diem expenses shall be authorized for the CISM team member.

Section 6. The local Union Representative or his/her designee will be notified a reasonable time in advance whenever employees will be required to attend mandatory educational briefings as part of the CISM process, and will be provided the opportunity to attend.

Section 7. When a determination is made to conduct an educational briefing following a critical incident, all affected employees will be notified and will be required to attend. Upon completion of the mandatory educational briefing, employees will be notified

that a licensed counselor from the Agency's Employee Assistance Program (EAP) contractor and a Peer Debriefer will be available for bargaining unit employees who request to participate in a Critical Incident Stress Debriefing (CISD). An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of the EAP services will be provided in accordance with the provisions of Article 57 of this Agreement and applicable Agency directives. If requested, bargaining unit employees shall only receive peer support from other bargaining unit employees.

Section 8. Within one (1) year of the signing of this Agreement, the Parties shall develop and provide instructional material to all bargaining unit employees about the Agency's CISM program. Participants shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem for the development of this material.

Section 9. The CISM Program shall be administered in accordance with applicable Agency directives and this Agreement.

ARTICLE 75
INJURY COMPENSATION

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

Section 2. Once annually, the Agency shall brief all employees on existing requirements and proper procedures for reporting such injuries on Agency forms such as FAA Form 8500-8.

Section 3. The Union at the national level will designate one (1) OWCP Claims Representative who, absent an emergency or

other special circumstance, will be granted twenty-four (24) hours of official time each year to attend an OWCP class sponsored by the Department of Labor. Participation in OWCP classes is for the purpose of maintaining a current working knowledge of OWCP regulations and requirements. The Union's OWCP Claims Representative shall be afforded a bank of one hundred four (104) hours of official time per year, not to exceed eight (8) hours per pay period, to perform OWCP Representational functions. Absent an emergency or other special circumstance, the grant of this time shall be approved upon request.

Section 4. The Agency shall maintain an inventory of Federal Employees Compensation Act (FECA) claim forms at all facilities/ offices. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees. The Agency shall assist employees in completing all forms necessary to ensure proper and prompt adjudication of their claim.

Section 5. If the employee incurs medical expense or loses time from work beyond the date of injury, including time lost obtaining examination and/or treatment from the employing agency medical facility, the Agency shall submit Form CA-1 to the OWCP District Office as soon as possible but no later than ten (10) working days from the date of the receipt of the CA-1 from the employee. In the case of occupational disease, the completed CA-2 shall be submitted to the OWCP District Office within ten (10) working days from the date of receipt from the employee. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

Section 6. If, through no fault of the employee, the Agency has failed to submit the CA-1 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

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

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

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

Section 7. The employee is entitled to select the physician or medical facility of his/her choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

Section 8. Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

Section 9. The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.220. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

Section 10. Upon request of the employee, the Agency agrees to hold in abeyance any administrative action for employees who have filed a request for reconsideration, hearing or appeal to the Employee's Compensation Appeals Board (ECAB) or have otherwise initiated a challenge to a denied claim decision by DOL in regard to his/her OWCP claim, until a final adjudication of the claim has been made by the DOL. The requesting employee will have thirty (30) days from the date of a negative decision by DOL to submit evidence of a request for reconsideration, hearing or appeal to the ECAB, to the Agency at the appropriate level, for the administrative action to be held in abeyance.

ARTICLE 76
NEW FACILITIES/CURRENT FACILITY EXPANSION/ CONSOLIDATION/COLLOCATION

Section 1. Concurrent with the request for the approval of funding to build a new facility/office, or combine several functions at a new location, or expand and/or remodel an existing facility/office the Union shall be notified in writing at the appropriate level.

Section 2. At a mutually agreed upon time after the signing of this Agreement, the Agency will brief the Union at the national level of any projects currently planned and/or under construction, or being implemented.

Section 3. For those matters referenced in Section 1 of this Article, the Union may designate a bargaining unit participant on the committee/workgroup. The Union designee will provide technical expertise and will be provided access to the same information provided to other group members and will be responsible for informing the Union on the project status. The Union's designee shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem, when appropriate, while participating on the committee/workgroup.

Section 4. The Union at the appropriate level will be promptly notified when the Agency has approved the project implementation plan(s) for the new, expanded and/or remodeled facilities/offices that affect any portion of the facility/office used by bargaining unit employees or relocation and/or severance of existing facility/office functions and/or services.

Section 5. At new or existing locations where existing facility/office functions and/or services will be relocated and/or severed, each individual facility/office will, at the discretion of the Union, remain separate and distinct or combined for Union recognition and representation purposes.

Section 6. Any agreements reached by the Parties in the workgroup referenced above shall be reduced to writing and shall be binding on both Parties. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

ARTICLE 77
ASBESTOS

Section 1. At intervals not greater than every nine (9) months, the Agency shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers, in accordance with OSHA/EPA protocol, in all facilities/offices known to contain friable asbestos containing materials (ACM) or non-friable ACM which is likely to become friable, whether exposed or contained internally in the construction of the facility/office. Upon request, the local Representative or his/her designee shall be allowed to observe the test process and shall receive a written copy of the results. All testing shall be conducted by a certified contractor specializing in asbestos/air quality monitoring. The Union, at its own expense, may designate an Industrial Hygienist to observe all air monitoring activities conducted by the Agency's certified contractor.

Section 2. In the event that a facility/office is planning a construction project which may cause the release of airborne asbestos fibers in areas frequented by bargaining unit employees, the local Representative or designee shall be given a pre and post briefing on the construction project and be permitted to participate in all abatement project meetings that may impact bargaining unit employees. Additionally, the local Representative will be permitted to attend any Management briefings at the facility/office concerning air sampling and monitoring information. If, during the construction project, there is a release of airborne asbestos fibers, the local Representative or designee shall be immediately notified, will receive periodic progress reviews as appropriate, and will be provided copies of all documents concerning the release. Upon request, the local Representative shall be given an explanation of these reports. In addition, the Union may appoint a Representative on each shift to receive copies of all air monitoring reports as soon as they can be made available. Upon request, the Union's Hygienist shall be permitted to attend meetings under this Section.

Section 3. The objectives of air monitoring by the Agency in connection with construction projects are as follows:

a. to establish baseline fiber levels in affected occupied space;

b. to determine if fiber levels above established baseline levels are present in these occupied spaces; and

c. to determine if correlations exist between routine activities and any increase above baseline.

Baseline fiber levels at each facility/office shall be established by the Agency in consultation with the Union's Certified Industrial Hygienist.

Section 4. Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in

immediate control steps by the Agency to abate the hazard caused by the asbestos. The Agency shall retain an asbestos abatement contractor as soon as possible.

Section 5. The Agency and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.

Section 6. If protection measures will not provide adequate protection of occupants, the Agency will relocate bargaining unit employees outside of the affected work area while asbestos removal or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

Section 7. In the event that relocation is not required/possible, the abatement contractor will seal off the abatement area, when required, with a negative pressure enclosure. When negative enclosures are used, the contractor will ensure and maintain negative pressure at all times.

Section 8. Decontamination facilities will be provided for all abatement workers and strict decontamination procedures will be enforced to ensure that workers cannot bring asbestos outside of the enclosure.

Section 9. Bargaining unit employees who work in facilities/offices known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their workplace.

Section 10. The contractor will be required by the Agency to take continuous air samples by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will

be posted the day they are received. All data and reports from the laboratory will be shared with the Union as soon as they are received. Representative personal monitoring shall also be conducted in accordance with the model contingency plan on at least one (1) employee in areas occupied by bargaining unit employees.

Section 11. The abatement area cannot be reoccupied until it has passed a visual inspection and met a clearance air sampling criteria (e.g. by PCM or Transmission Electron Microscopy (TEM)) in accordance with applicable regulations.

Section 12. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Agency with a written chain-of-custody record covering the period during which they were outside the possession of the Agency. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Agency. The Union's Hygienist will be allowed to perform side-by-side TEM air monitoring on a random basis, on days and times to be determined by the Union, at the Union's expense. The Parties will exchange copies of all reports, records, memoranda, notes and other documents prepared by the Agency, the Agency's contractor, the Union, the Union's Hygienist and the Union's accredited laboratory. The Union will give the Agency advance notice of visits by its Hygienist.

Section 13. Bargaining unit employees who have been exposed to levels equal to or greater than OSHA permissible exposure limits shall be eligible for medical surveillance programs paid for by the Agency, in accordance with OSHA standards/FAA directives.

Section 14. The Agency recognizes its obligation to comply with the requirements of 29 CFR in connection with all facets of asbestos abatement operations. Asbestos abatement will comply with OSHA Standards 1910 and 1926, FAA Order 3900.19, the Agency's O&M Plan, and the appropriate facility Model Asbestos Abatement Contingency Plans.

ARTICLE 78
ACQUIRED IMMUNO-DEFICIENCY SYNDROME (AIDS)

Section 1. Employees infected by 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 29 CFR 1614.203, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the employee.

Section 2. The Parties agree that medical documentation and other personal information related to the medical condition of bargaining unit employees 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, AMEs shall not inquire as to the potential HIV/AIDS status of a bargaining unit employee.

ARTICLE 79
FARE SUBSIDIES FOR EMPLOYEES

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

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

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

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

Section 5. Employees shall receive any subsidies due under this Article in accordance with Article 39, Section 3 of this Agreement.

ARTICLE 80
FAA PURCHASE CARD

Section 1. All FAA purchase card usage shall be in accordance with the FAA Acquisition Management System.

Section 2. The cardholder is responsible for validating all charges and credits on the monthly billing statements and reporting to their approving official any suspicious or unexplained activity.

Section 3. The cardholder is not responsible for certifying the monthly billing statement.

Section 4. No employee shall be subject to a credit check in order to be a purchase card holder unless required by the card provider or government-wide law, rule, or regulation.

Section 5. Any failure of the Agency to pay for authorized purchases charged to the purchase card, or suspicious/unexplained activity which has been reported to the approving official, shall not adversely reflect on the cardholder's credit history.

Section 6. When bargaining unit employees are to be assigned general purchasing responsibility that requires the use of the purchase credit card, the Agency shall solicit for volunteers from amongst qualified employees. In the absence of volunteers, assignments shall be made in a fair and equitable manner.

ARTICLE 81
HAZARDOUS DUTY PAY

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

ARTICLE 82
AERONAUTICAL CENTER

Section 1. The Parties recognize the right and responsibility of the Union to represent bargaining unit employees, as specified in Article 2, Section 1, who are in attendance at the Mike Monroney Aeronautical Center.

Section 2. The Agency shall provide a separate bulletin board for the posting of Union materials in a non-work area frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense.

Section 3. The Union and all members of the bargaining unit shall be afforded all representational rights under this Agreement while at the Aeronautical Center.

Section 4. Any grievance filed by bargaining unit employees temporarily assigned to the Aeronautical Center shall be processed at their facility/office of record. All grievances shall be initiated with the Agency's representative in accordance with Article 9, Section 7, Step 2 of this Agreement.

ARTICLE 83
SENIORITY

Section 1. Seniority will be determined by the Union.

Section 2. The Union will notify the Agency of the seniority policy and discuss with the Agency any modification(s) thereto.

ARTICLE 84
DISABLED VETERANS
AFFIRMATIVE ACTION PROGRAM

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

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

ARTICLE 85
ACCOMMODATION OF DISABLED EMPLOYEES

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

Section 2. A disabled employee shall receive priority consideration at his/her request, to any facility/office with an existing vacancy at which the employee's disability does not preclude him/her from performing such duties.

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

ARTICLE 86
CAREER TRANSITION ASSISTANCE

Section 1. Unless otherwise specified in this Agreement, the Agency will provide career transition assistance in accordance with Human Resource Policy Manual, EMP-1.22, Career Transition Program,

to all employees who have received an FAA reduction-in-force (RIF) separation notice or who have been separated through RIF procedures in the FAA (displaced employees) as well as to employees who are likely to face displacement through anticipated FAA RIF or internal reorganization/realignment to a different position (surplus employees).

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

Section 3. An employee who has declined a directed reassignment or transfer of function reassignment outside the local commuting area and who has received a proposed separation notice or has been involuntarily separated will be considered an affected employee.

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

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

Section 6. Surplus, displaced, and affected employees shall be given reasonable access to government local and long distance telephone service, copy machines, computers, Internet access and e-mail, and printers and fax machines, where available. This equipment may be used to pursue transition activities when not in use by the Agency.

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

Section 8. Affected employees who have received a propose separation notice, but who have not yet received a final separation notice, shall receive priority consideration for vacancies within the Agency for which they are qualified, within the local commuting area.

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

a. the vacant position is at or below the grade level from which the individual was separated;

b. the area of consideration stated in the vacancy announcement includes any non-FAA applicants;

c. the individual submits a timely application under the vacancy announcement; and

d. the individual includes with his/her application, a copy of the first consideration eligibility letter that was provided with the separation notice.

First consideration means that the resume/application of the involuntarily separated applicant(s) for a position will be forwarded to the selecting official for consideration ahead of candidates outside the Agency. Relocation expenses are not authorized for affected employees under the provisions of this Article.

Section 10. Affected employees who are involuntarily separated shall be provided a letter explaining their eligibility for first consideration. This letter shall be given to an employee simultaneously with the final separation notice.

ARTICLE 87
FLEXIBLE SPENDING ACCOUNTS

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

Section 2. Should OPM change any portion of the program, the Agency agrees to adopt the provision(s) and provide notification to the Union and bargaining unit employees.

Section 3. The Parties agree that all bargaining unit employees covered by this Agreement are eligible to participate in the Flexible Spending Account program, as long as they meet the eligibility criteria established by OPM.

Section 4. The Agency agrees to post the FSA website address at each facility/office in a place frequented by bargaining unit employees.

ARTICLE 88
FINANCIAL DISCLOSURE AND DIVESTITURE

Section 1. The Agency will ensure that any orders to divest, including appropriate timeframes and procedures, will be distributed to all employees when a newly prohibited financial interest is received from the Agency's Office of the Chief Counsel.

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

employee website and shall be briefed to new employees during new employee orientation.

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

Note: Sections 4 through 6 apply only to employees required to file a confidential financial disclosure report.

Section 4. Not less than thirty (30) days prior to being required to file a confidential financial disclosure report, whether it is an initial or annual report, each reporting employee will be given written notice:

a. of the Agency's decision to require him or her to report;

b. the standards upon which that decision is based;

c. the right to request a review of that decision within ten (10) days; and

d. either a copy of the report form or an internet address where a form can be downloaded or filed electronically.

Section 5. Where forms are not filed electronically, the Agency will provide each reporting employee a confidential envelope addressed to the Designated Ethics Counselor (DEC) with the employee's first and last name annotated on the outside of the envelope for record keeping purposes only. Once the form has been completed by the employee, except for forms that can be filed electronically, the employee shall enclose the form in the envelope, seal the envelope, and return the envelope to the designated Ethics Program Coordinator (EPC) responsible for the collection of the sealed envelopes. The designated EPC shall insure delivery of all envelopes unopened to the DEC. The review or signature of the manager/ supervisor is not required on the form.

In accordance with 5 CFR 2634 Subpart C, the Parties understand that in filling out a financial disclosure form:

a. no disclosure of amounts or values of an asset or income are required; and

b. only assets that are held for investment that are worth $1,000.00 or more, or that produced over $200.00 in income during the reporting period must be disclosed.

Section 6. When a disclosure report raises a question of possible or apparent conflict of interest, the DEC will notify the employee promptly in writing and offer an opportunity to explain or to identify solutions. Before ordering any employee to divest any asset(s), the Agency shall, to the maximum extent possible, assist the employee to resolve the conflict. In the event of non-compliance, investigative, or enforcement purposes, disclosure to persons other than the employee will be accomplished in accordance with applicable provisions of the Privacy Act and its implementing regulations.

Section 7. An Agency designee may grant a written waiver from the prohibition for employees, spouses, or minor children of employees, holding stock or having any other security interest in an airline or aircraft manufacturing company, or in a supplier of components or parts to an airline or aircraft manufacturing company, based on a determination that the waiver is not inconsistent with 5 CFR 2635 or otherwise prohibited by law, and that, under the particular circumstances, application of the prohibition is not necessary to avoid the appearance of misuse of position or loss of impartiality, or otherwise to ensure confidence in the impartiality and objectivity with which FAA programs are administered. A waiver under this Section may be accompanied by appropriate conditions, such as requiring execution of a written statement of disqualification. Notwithstanding the granting of any waiver, an employee remains subject to the disqualification requirements of 5 CFR 2635.402 and 2635.502.

ARTICLE 89
GOVERNMENT TRAVEL CHARGE CARD

Section 1. Employees who are required to travel more than two (2) times in a twelve (12) month period will be issued a Government contractor-issued charge card for official travel. Upon request, employees who travel less frequently may be issued the card.

Section 2. Employees will use the card to pay for official travel expenses to the maximum extent possible for transportation, lodging and car rental expenses.

Section 3. In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

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

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

c. The terms of the charge card agreement and a guide for the proper use of the card, billing, resolution of transaction disputes, suspension/cancellation procedures, and privacy act notice, including that relating to the use of Social Security numbers shall be provided at or prior to the time the travel charge card is issued.

d. The Agency will ensure that cash limits for ATM access are commensurate with the employee's assignment.

Section 4. No credit check will be performed on the employee as a prerequisite to maintaining a government travel charge card. However, a credit check may be required for a first time applicant in accordance with OMB Circular A-123 Appendix B.

If obtaining a credit score is not possible (e.g., the applicant refuses to provide consent or does not have a credit history) or in the event the applicant has a credit score of less than 660, the Agency may still issue a "restricted" (as defined in "the circular") travel card to a first time applicant, but the Agency is required to conduct an alternative credit worthiness evaluation as defined in "the circular."

Section 5. Any application for an alternative credit worthiness evaluation shall be made utilizing the following questions under the section requesting personal financial information:

a. In the past seven (7) years, have you or a company over which you exercise control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered for a debt?

b. Are you currently over one hundred twenty (120) days delinquent on any loan or financial obligation? This includes loans, government travel card accounts, or obligations funded or guaranteed by the Federal Government.

c. Have you had a government charge card cancelled because of use for other than the official purpose for which it is intended?

Section 6. Credit limits for a restricted travel card, as established by DOT, are set at a $2,500.00 retail limit, and a $100.00 cash limit (ATM) per billing cycle. An employee may request a temporary increase to his/her credit limits (including ATM withdrawals) when on an extended detail, through his/her manager or program coordinator. Any such increase(s) to credit limits will be made on a trip-by-trip basis. Procedures for requesting such approval will be posted on the FAA Employee Travel website.

Section 7. The Agency shall timely process all employee travel vouchers to ensure that employees are promptly reimbursed for all allowable travel-related expenditures.

Section 8. If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment sixty (60) days or more past due), the delinquent payment will not serve as the basis for disciplinary action.

Section 9. If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

Section 10. If an employee does not possess a government travel charge card or the charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

ARTICLE 90
LEAVE TRANSFER

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

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

a. the name, position title and grade or pay level of the potential leave recipient;

b. the reasons transferred leave is needed, including a brief description of the nature, severity and anticipated duration of the medical emergency and, if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;

c. certification from one (1) or more physicians, or other appropriate experts, with respect to the medical emergency, if the potential leave recipient's employing Agency so requires; and

d. any additional information that may be required by the potential leave recipient's employing Agency.

Section 3. Employees shall not be required to maintain any minimum leave balance in order to receive donations for qualifying conditions.

Section 4. A leave recipient may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

Section 5. Leave transferred under this Article may be substituted retroactively for a period of leave without pay or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipient's employing Agency as the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

Section 6. An employee may submit a voluntary written request to the Agency that a specific number of hours of the donor's accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient.

Section 7. Limitations on donation of annual leave are as follows:

a. In any one (1) leave year, a leave donor may donate no more than a total of one-half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made.

b. In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of

the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of:

(1) one-half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made; or

(2) the numbers of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay.

c. The Agency shall establish written criteria for waiving the limitations on donating annual leave under paragraphs (a) and (b) above. Any such waiver shall be documented in writing.

Section 8. A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient so long as the donor's sick leave balance remains at a minimum of two hundred forty (240) hours. Subject to the two hundred forty (240) hour minimum balance requirement, there shall be no limitations placed on the number of sick leave hours donated by employees.

Section 9. While a leave recipient is in a shared leave status, annual and sick leave shall accrue to the credit of the leave recipient at the same rate as if they were in a paid leave status except that:

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

b. the maximum amount of sick leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours or, in the case of a part-time employee or an employee

with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty.

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

a. as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or

b. if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to them.

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

DEFINITIONS:

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

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

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

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

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

ARTICLE 91
INTERCHANGE AGREEMENT

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

ARTICLE 92
PERSONAL PROPERTY CLAIMS

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

ARTICLE 93
SELF-REFERRAL

Section 1. This Article applies to employees who occupy Testing Designated Positions (TDP) as defined in DOT Order 3910.1C.

Section 2. An employee who voluntarily identifies himself or herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Agency on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

Section 3. 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 Agency is awaiting the results of a drug test taken by the employee; or

d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1C.

Section 4. An employee who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the employee:

a. obtains counseling through the Agency's Employee Assistance Program (EAP) and completes EAP recommended rehabilitation; and

b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1C.

Section 5. The flight surgeon shall contact the employee's manager and notify him/her of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

Section 6. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 25.

Section 7. When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's Manager shall be informed that the employee is no longer removed for medical reasons, and may return to their normal duties. If the employee does not pass the return to duty test, the employee's Manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

Section 8. 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/office grounds.

Section 9. If the employee adheres to his/her rehabilitation/ treatment plan, and all the employee's follow-up test results are negative for a period of one (1) year, the employee will have successfully completed the rehabilitation program. A last chance agreement will not be required in order for the employee to enter into the rehabilitation plan.

ARTICLE 94
OUTSIDE EMPLOYMENT

Section 1. In accordance with 5 CFR 2635.101(b)(10), (14); 2635.801(c) and FAA Order 3750.7, outside employment in general is permitted so long as it neither conflicts with official government duties and responsibilities nor appears to do so. Employees are permitted to engage in outside employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility.

The Agency shall maintain a list of ethics officials on the AGC website with whom employees may consult for determinations of the propriety of an outside employment opportunity.

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

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

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

ARTICLE 95
CENTER FOR MANAGEMENT AND EXECUTIVE LEADERSHIP (CMEL)

Section 1. Courses offered at CMEL and the catalog of correspondence courses available throughout the Agency shall be available at all facilities/offices.

Section 2. Employees who wish to attend courses offered at CMEL shall submit their written request to their immediate supervisor. The Agency will notify the employee if they will be scheduled for the requested course. If a position is not available for the requested course, the Agency shall endeavor to accommodate the employee's request at a future date.

Section 3. The Union, upon request, may be afforded access to the use of CMEL for training on an as available basis. When the training requested is for courses offered by CMEL, the training will be conducted utilizing CMEL instructors. The Union will bear all costs, if any, for services provided to the Union, as determined by CMEL.

ARTICLE 96
TEMPORARY DUTY TRAVEL

Section 1. Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP), Revision 1 as amended on February 1, 2010.

Section 2. In the event an employee is required to travel in the performance of official business he/she shall be entitled to an advance of funds using a government travel charge card. Such advances will be obtained through an Automated Teller Machine (ATM). Employees who have not been issued a government travel charge card shall be entitled to an advance of funds equal to the maximum amount allowable under the FAATP.

Employees who have had their Government travel charge card revoked are not entitled to an advance of funds, unless their card was revoked due to an administrative error or was revoked prior to the signing of this Agreement. An employee, whose travel charge card was revoked for any reason prior to the signing of this Agreement or due to an administrative error, shall be entitled to an advance of funds in accordance with this Section.

Section 3. In order to prevent an undue financial burden upon the employee, travel vouchers are to be processed in accordance with the following:

a. Employees are to submit vouchers to approving officials within five (5) workdays of completion of trips or every thirty (30) days if the employee is in a continuous travel status. Except as provided for in the current version of the GovTrip Users Manual, travel vouchers shall be submitted using GovTrip software. Employees shall be permitted to complete travel vouchers on duty time.

b. The Agency shall ensure an employee, who submits a proper voucher for allowable expenses in accordance with applicable travel regulations, receives reimbursement within thirty (30) days after submission of the voucher. If the Agency fails to reimburse an employee who has submitted a proper voucher within thirty (30) days after submission of the voucher, the Agency shall pay the employee's late payment fees as prescribed by the General Services Administration (GSA).

In the case of a questionable item(s) on a submitted travel voucher, the approving official shall notify the employee within two (2) workdays and will attempt to resolve the item(s) as soon as practicable. Should the item(s) not be resolved to the satisfaction of the approving official, he/she shall approve the travel voucher with the questionable item(s) deleted. The employee may resubmit the disputed item(s) in the event a favorable disposition is later rendered.

Section 4. When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the CONUS, a rest period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

Section 5. When an employee obtains lodging in accordance with FAATP 301-11.50 and the associated travel is curtailed, canceled or interrupted in accordance with Part 301-11.52, it shall be considered that the employee acted reasonably and prudently if the expense was incurred based on time projections as conveyed in writing by Management to the employee.

Section 6. The Agency agrees that when an employee, if employed within the CONUS, is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days, the employee

may be authorized to travel by Privately Owned Vehicle (POV). Privately Owned Vehicle travel expenses to and from the Academy shall be paid at the rate applicable to such travel as prescribed by the FAATP, as amended, and this Agreement. Payment for local mileage is not authorized.

Section 7. When an employee is authorized a POV to attend FAA Academy courses, they may elect to use common air carrier for travel to and from the Academy, and to use a rental vehicle on a flat-rate basis while at the Academy. No extra charge for miles driven will be paid. Allowable reimbursement shall not exceed authorized mileage and per diem expenses which would have been incurred had the employee traveled by POV to and from the Academy. Rental cars shall be obtained from the GSA supply contract when practicable. The cost of common air carrier, plus rental car costs, may not exceed the constructive cost of POV.

Section 8. The Agency has determined that an employee's efficiency and productivity will be enhanced if permitted to return to his/her home during extended FAA Academy or out-of-Agency technical training. Therefore, an employee attending a course or consecutive courses of training for more than sixty (60) calendar days shall be allowed one (1) round trip to his/her home station during that period. The travel must be accomplished during the employee's regularly scheduled off-duty time and may not be taken in conjunction with annual or sick leave. Subsequent travel will be allowed in the same manner for every additional sixty (60) calendar days of the same temporary duty assignment.

Section 9. The Agency recognizes the need for local transportation for employees assigned to out-of-Agency training; therefore, the use of a rental car at the training site will be authorized where appropriate. Rental cars shall be obtained from the GSA supply contract when practicable. This Section applies to employees who utilize common carrier transportation.

Section 10. For purposes of this Agreement, the radius used to determine whether an employee performing travel is eligible for the allowance for subsistence expenses under FAATP paragraph 301-11.2(a)(5) shall be measured from the building to which a bargaining unit employee is permanently assigned and from the residence. Notwithstanding the provisions of this Section, an employee is not entitled to per diem at the employee's official station. The Parties recognize that the radius has been established at the regional level.

Section 11. Mileage reimbursement for a Privately Owned Vehicle shall be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP.

Section 12. Except as provided for in this section, when an employee will be going on an extended stay travel assignment under FAATP paragraph 301-11.200(b), lodgings plus shall be authorized for the first seven (7) days or until suitable lodging can be found, whichever is less. If, within the first seven (7) days, no suitable lodging can be found at the fixed rate of sixty percent (60%) of the maximum lodging rate set by GSA, and the employee has sought assistance from the Agency's designated travel services contract, the employee shall be granted approval for a higher rate, not to exceed the daily GSA maximum lodging rate, which will cover the lowest available lodging rate. If no kitchen facilities are available, the full M&IE rate will be authorized. If kitchen facilities are available, the reduced M&IE rate will still apply.

Suitable lodging includes, but is not limited to, lodging which contains kitchen facilities located within the local commuting area of the TDY location.

Employees, at their election, working in Mojave, California, shall be allowed to continue, under Subpart D of Chapter 301 of the FAATP, to utilize up to the full Los Angeles County per diem and lodging rates and stay in other areas within commuting distance

to Mojave, California, regardless of the length of their stay. Those employees shall also be entitled to the daily mileage for the commute between these areas each day.

Section 13. Although proof of commercial lodging is required, employees who are reimbursed at a fixed rate established under FAATP Section 301-11.200 shall not be required to submit receipts unless the fixed rate has been raised in accordance with the provisions of Section 12 of this Article.

Section 14. A periodic return trip home, as provided in FAATP paragraph 301-10.6(c), is justified for employees performing an extended stay travel assignment or a continuous travel assignment. Therefore, an employee performing an extended stay travel assignment which is projected to be sixty (60) days or longer or an employee on a continuous travel assignment shall be authorized, at the election of the employee, one (1) round trip to his/her home during each sixty (60) day period.

Section 15. To the extent practicable, the Agency shall provide employees a minimum of thirty (30) days notice of the beginning and end dates of TDY location assignments and any interruption of TDY assignments.

Section 16. Employees who request shall be authorized the use of portable dwellings for long term or continuous travel. Notwithstanding the provisions contained in FAATP paragraph 301-11.46, an employee's allowable lodging costs shall include monthly telephone use fees and other special user fees if ordinarily included in the price of a hotel/motel in the area concerned.

Section 17. When long term extended assignments will result in a tax liability on travel expenses for bargaining unit employees, the Agency may offer to pay Income Tax Reimbursement Allowance

(ITRA). When the Agency pays ITRA, such payment shall be paid in the same manner as the Relocation Income Tax Allowance (RITA).

If the Agency has determined that ITRA will not be offered, employee assignments shall be for periods of less than one year.

Section 18. When making travel arrangements, an employee shall have the option of utilizing the government-contracted travel agent or contacting the airline, hotel and/or rental car services directly.

ARTICLE 97
SECURITY

Section 1. The Agency shall apply its security standards and procedures uniformly throughout the bargaining unit.

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

Section 3. The Agency shall make employees aware of the current Security Condition (SECON) level and any associated requirements for their facility/office.

Section 4. In the event that a bargaining unit employee misplaces his/her ID, proximity, swipe, or electronic card, the employee will be provided a temporary card for access to his/her workplace.

ARTICLE 98
PROBATIONARY EMPLOYEE

Section 1. A probationary employee is an employee who has not completed one (1) year of Federal civil service.

ARTICLE 99
HARDSHIP TRANSFER

Section 1. The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the employee and the Agency. This Article is not intended to address emergency situations that may occur, where the Agency determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

Section 2. Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

a. The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.

b. Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship.

c. Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a different geographical area would allow the employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

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

a. whether the employee previously used this issue as a hardship;

b. other unique circumstances; and

c. the distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities, offices, and/or locations that will meet the needs of their specific hardship.

Section 3. An employee requesting a hardship transfer shall submit a written request to his or her current Manager. The request shall include at least the following:

a. a statement that the employee is requesting an Employee Requested Reassignment (ERR) in accordance with the ERR procedures and this Article;

b. the position(s), grade(s), and geographical area(s) the employee is requesting;

c. the reason(s) justifying the hardship need and all supporting documentation;

d. FAA Form 3330-42, Request for Consideration and Acknowledgment;

e. OF-612 or a resume;

f. most recent performance appraisal;

g. a statement that the employee understands that this hardship transfer is primarily in the interest of the employee and relocation is at no expense to the government; and

h. as applicable to the request for the purpose of validating or clarifying any supplied documentation.

Section 4. The Parties at the local level shall meet within fourteen (14) calendar days of submission of the hardship to accomplish the local level review. They will ensure that the request falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the employee with an explanation of the denial and information that the employee can file an ERR through the normal process. For all other requests, they will make recommendations and forward an entire package to the Parties at the second level. This should normally be accomplished within seven (7) calendar days of making the determination.

Section 5. The Parties at the second level shall review the employee's package and the recommendations made at the local level and make their own determination as to whether the hardship condition is bona fide. This review should normally occur within fourteen (14) calendar days of receiving the package. If they determine the hardship condition is bona fide they shall, within seven (7) calendar days of making the determination, forward the entire package to the Parties at the second level of the requested locations, if other than their own, along with a written statement recommending approval of the transfer due to a bona fide hardship condition. Should the Parties in this Section fail to reach agreement on the determination as to whether the hardship condition is bona fide, the hardship request is denied and the employee may pursue transfer under the ERR process. If the transfer is recommended by the originating second level, the employee's hardship package will be forwarded to the Parties at the second level of the requested location.

Section 6. The Parties at the second level of the requested locations shall review the employee's package and the determinations made at the originating location. This review should normally occur within

fourteen (14) calendar days after receiving the package. The Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position. The originating location will not unreasonably delay the employee's release. If the transfer is denied, the requested location shall forward a written justification to the originating location along with a list of all alternative facilities in the geographical area which could possibly fit the needs of the affected employee.

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

Section 7. If the employee does not accept one of the alternatives, the response shall be documented and placed in the employee's hardship request file. The employee's original request will be held for fifteen (15) months and reviewed by the Parties at the second level every six (6) months. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis. Requested locations are required to "date/time stamp" all hardship applications in order to properly track this provision.

Section 8. Applications under this Article will remain active for a period of fifteen (15) months from the date of final determination at

the originating location. After fifteen (15) months, the application and all associated documentation will be properly discarded.

ARTICLE 100
PRIORITY CONSIDERATION

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

ARTICLE 101
FAA REFORM

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

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

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

- 5 USC Chapter 3 (Powers);
- 5 USC Chapter 5 (Administrative Procedure);
- 5 USC Chapter 15 (Political Activity of Certain State and Local Employees); and

- 5 USC Chapter 91 (Access to Criminal History Records for National Security Purposes).

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

- 5 USC Section 3307 (Maximum Entry Age);
- 5 USC Section 5501 (Disposition of Lapsed Salaries);
- 5 USC Section 5502 (Unauthorized Office);
- 5 USC Section 5503 (Recess Appointments);
- 5 USC Sections 5511-20 (Withholding Pay);
- 5 USC Sections 5533-37 (Dual Pay);
- 5 USC Sections 5561-70 (Payments to Missing Employees); and
- 5 USC Chapter 79 (Services to Employees).

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

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

ARTICLE 102
EFFECT OF AGREEMENT

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

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

Section 3. The Agency agrees to apply its rules, regulations, directives and orders in a fair and equitable manner. Any changes thereto will be in accordance with Article 7 of this Agreement.

Section 4. Any provision of the United States Code (USC) or Code of Federal Regulations (CFR) which is expressly incorporated by reference in this Agreement is binding on the Parties.

ARTICLE 103
PRINTING OF THE AGREEMENT

Section 1. The Agency shall print this Agreement in booklet form and distribute a copy to each employee in the unit. The Agency shall also provide five hundred (500) copies to the National Office of the Union.

ARTICLE 104
REOPENER

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

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

Section 3. In the event 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 105
GROUND RULES

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

ARTICLE 106
DURATION

Section 1. Subject to member ratification, this Agreement shall remain in effect until December 31, 2014, and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more the one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days preceding the expiration date of this Agreement. Negotiations under the Article to amend the Agreement shall commence not later than thirty (30) calendar days after receipt of the written request. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

ARTICLE 107
LEGISLATIVE ACTIVITIES

Section 1. Once annually, absent an emergency or other special circumstance, a block of ninety-six (96) hours of official time shall be granted to the Union for its National legislative representatives' participation in activities related to Lobby Week.

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

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

ARTICLE 108
PAY

Section 1. Definitions

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

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

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

Section 2. Annual Pay Changes

a. Employees will continue to receive the locality pay adjustments recommended by the Office of Personnel Management (OPM) and approved by the President. The locality adjustment will be effective on the same date as that established for the rest of the Government.

b. Annual increases shall be effective the first full pay period of January of each year covered by this Agreement and administered in the following manner:

2012 – Employees shall receive a Basic Pay Rate increase equivalent to the average percentage payout of all Agency employees covered under the FAA Core Compensation System in lieu of an Organizational Success Increase (OSI) and Superior Contribution Increase (SCI). If the annual increases cause an employee's Basic Pay to exceed the pay band maximum, the employee will receive a Basic Pay increase up to the pay band maximum and the remainder as a lump sum payment.

2013 - Employees shall receive a Basic Pay Rate increase equivalent to 3.2% or the average percentage payout of all Agency employees covered under the FAA Core Compensation System, which ever is greater in lieu of an Organizational Success Increase (OSI) and Superior Contribution Increase (SCI). This increase to Basic Pay will be paid to all employees regardless of the employee's position in band or relation to the band maximum.

2014 - Employees shall receive a Basic Pay Rate increase equivalent to 3.75% or the average percentage payout of all Agency employees covered under the FAA Core Compensation System, whichever is greater in lieu of an Organizational Success Increase (OSI) and Superior Contribution Increase (SCI). This increase to Basic Pay will be paid to all employees regardless of the employee's position in band or relation to the band maximum.

c. Following the effective date of this Agreement, except as provided for in Section 2 b. above, if the annual increases cause an employee's base pay to exceed the pay band maximum, the employee will receive a base pay increase up to the pay band maximum and the remainder as a lump sum payment.

NOTE: Paragraph c. applies to 2011 and 2012 only.

d. "Grandfathered" employees shall receive the entire increase as an increase to base pay. "Grandfathered" employees are employees whose pay exceeds the pay band maximum as a direct result of conversion to this plan. These employees will receive the full amount of the annual increase as an increase to base pay until their pay falls within the pay range for their assigned pay band or they voluntarily move to another position on a permanent basis.

e. Annual Adjustment of Pay Bands The bands shall be adjusted annually in accordance with the FAA Core Compensation Plan.

f. Bargaining Unit employees shall receive an additional lump sum payment equal to one and one half percent (1.5%) of their Base Pay effective with the first full pay period of October 2011.

Section 3. Pay Setting on Movement From One Position to Another

a. This Section describes the policies for setting employee's pay upon promotion, reassignment, or demotion within the bargaining units described herein.

b. Promotion Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's basic pay will increase by eight percent (8%), or to the minimum of the new pay band, whichever is greater.

c. Re-Promotion Pay for employees who are re-promoted to a pay band previously held will be set within the range of pay in the new pay band between the employee's current rate of pay and his/her highest previous rate.

d. At the conclusion of a temporary promotion, an employee's basic pay is recalculated as if the temporary promotion had not occurred.

e. Reassignment When an employee is reassigned, basic pay will remain unchanged.

f. Details A detail is a temporary movement to another position that does not change an employee's position of record. An employee on a detail shall have basic pay adjusted as if the employee is occupying his/her position of record.

g. Demotions A demotion is a change to a position in a lower pay band than the employee's current pay band.

(1) Voluntary Demotion When an employee's request for a voluntary demotion is granted, and his/her basic pay falls within the lower pay band, his/her basic pay will not change. When the employee's basic pay prior to the voluntary demotion exceeds the maximum range of the lower band, the employee's basic pay will be set at the maximum of the lower pay band. Future pay increases will be paid in accordance with Section 2, Annual Pay Changes.

(2) Involuntary Demotion, No Fault of the Employee When an employee, through no fault of his/her own, is involuntarily assigned to a new position in a lower pay band, no changes will be made to the employee's basic pay. In the event that the employee's basic pay exceeds the pay band maximum, future pay increases will be paid in accordance with Section 2, Annual Pay Changes.

(3) Involuntary Demotion for Cause When an employee is involuntarily assigned to a new position within a lower pay band as a result of a decision letter, the employee's basic pay shall be reduced to the comparable position in the pay band. For example, if the employee had been paid thirty percent (30%) into the previous pay band, pay will be set at the level that is thirty percent (30%) into the new pay band. Future pay increases will be paid in accordance with Section 2, Annual Pay Changes.

Section 4. COLA, Post Differential, Premium Pay, and Differentials

a. Cost of Living Allowance (COLA) Employees covered by this Agreement will receive COLAs as prescribed by OPM regulations.

b. Post Differential Eligible bargaining unit employees will continue to receive Post Differential as defined by statute and Government-wide regulations.

c. Premium Pay and Differentials Except for ATRA operational differential, bargaining unit employees will continue to receive all premium pay percentages and differentials as are administered in accordance with applicable laws, regulations, or the Parties' Collective Bargaining Agreement.

Section 5. Conversion From the FG System. Under no circumstances will an employee's base pay in Block 20C of the SF-50 be less after conversion to the new pay system than the base pay prior to conversion. This Section applies to employees who are converted from the FG system as a result of this Agreement.

a. When an employee is converted from the FG pay plan to the plan established by this Agreement, his or her next Within Grade Increase (WIG) will be "bought out" on a pro-rated basis to reflect the length of time served toward the next WIG. The WIG Buyout amount shall be added to base pay at the time of conversion.

Employees at the FG step 10 level do not receive a WIG buyout.

The WIG Buyout shall be calculated as follows:

Percentage of WIG Earned		Normal WIG Amount		WIG Buyout
# Days Since Last WIG / # Days Between Scheduled WIGs	X	Planned WIG Increase (Excluding Locality Pay)	=	Pro-Rated WIG Increase

WIG Increase Example:
If an employee were an FG 13, Step 5, and if the date of the last actual WIG were December 31, 2000, and if the scheduled date of the next WIG were December 29, 2002, then the amount of the next WIG increase would be $1,980 (excluding Locality Pay).

If the employee were converted on October 6, 2002, the following calculations would apply:

- Number of Days Since Last WIG = 644 (46 pay periods from 12/31/00 to 10/06/02)
- Number of Days Between Scheduled WIGs = 728 (52 pay periods from 12/31/00 to 12/29/02)
- Pro-Rated WIG Increase = $1,752

b. Special Salary Rate Conversion Process

Step 1 Identify the employee's current Base Pay.

Step 2 Divide that number by 1.XXX. The "XXX" is the applicable OPM locality rate. For example, in 2002 an employee whose official duty station is located in the area to which the Washington DC locality rate applies will have his or her base pay divided by 1.1148. An employee whose official duty station is located in the area to which the Atlanta locality rate applies will have his or her base pay divided by 1.0974.

Step 3 This value does not appear on the SF-50.

Step 4 Add the WIG buyout, if applicable.

Step 5 Add the ATRA roll-in, if applicable.

Step 6 Increase the amount by the locality pay percentage applicable to the employee's official duty station.

Step 7 The final conversion salary will appear in block 20C of the SF-50.

c. Special Circumstances

(1) Relationship of Basic Pay to the Band Minimum at Time of Conversion If, at the time of conversion to the pay system established by this Agreement, an employee's rate of basic pay would otherwise fall below the minimum of the applicable pay band, the employee's rate of basic pay will be increased to the minimum of that pay band.

(2) Rate of Basic Pay Exceeds the Pay Band Maximum at Time of Conversion An employee whose rate of basic pay exceeds the maximum of the appropriate pay band at the time of conversion will receive future annual increases in accordance with Section 2, Annual Pay Changes.

(3) Air Traffic Revitalization Act (ATRA) Compensation Upon conversion to the new system, employees in positions currently eligible to receive ATRA on a full-time, permanent basis will have it incorporated into their basic pay at a rate of four and one-tenth percent (4.1%). Bargaining unit employees designated as "Tiger Team" and coded as eligible to receive ATRA pay as of the date of this Agreement shall have such pay rolled into their basic pay in the amount of one percent (1%) at the time of conversion to the new pay.

Section 6. FAA Core Compensation Plan. The provisions of the FAA Core Compensation Plan, in effect upon the signing of this Agreement, will govern any pay matters not covered by this Agreement. Any changes to the Core Compensation Plan shall be addressed in accordance with the Mid-Term Bargaining Article of the Parties' Collective Bargaining Agreement.

ARTICLE 109
WAIVER OF OVERPAYMENTS

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

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

ARTICLE 110
VETERANS RIGHTS

Section 1. The Agency agrees to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as required by 38 USC, Chapter 43.

Section 2. The Agency shall post the provisions of USERRA in all facilities/offices.

ARTICLE 111
PAY ADMINISTRATION

Section 1. Promotions within the unit, including those resulting from classification changes, and employee transfers shall be effective the next calendar day after the employee becomes fully eligible.

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

ARTICLE 112
CHILD CARE SUBSIDY

Section 1. The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). The bargaining units shall be eligible to participate in the Agency's child care subsidy program in accordance with the provisions of HRPM WL-12.1, FAA HROI entitled "Process for Applying for the Child Care Subsidy Program", and Public Law 107-67, Sec. 630. To the extent authorized by law, the Agency shall provide a child care subsidy to eligible employees whose total family income does not exceed $72,000. Total family income is defined as the income of the child's parent(s)/guardian(s) living in the same household as the child, and listed on their IRS tax forms as their Adjusted Gross Income.

Section 2. The subsidies will be provided in accordance with the following scale:

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

Section 3. The family income ceilings for each subsidy level shall be annually adjusted by the size of the increase in the General Schedule in the Washington, D.C. locality.

Section 4. The subsidy will be paid directly to the child care provider.

Section 5. The employee shall be responsible for any tax liability.

Section 6. The employee and service provider shall provide the vendor administering the program all of the information necessary to process payments in accordance with FAA HROI entitled "Process for Applying for the Child Care Subsidy Program" dated 6/1/2008.

Section 7. For the purposes of this Article child is defined as:

a. a biological child who lives with the employee;

b. an adopted child who lives with the employee;

c. a stepchild who lives with the employee;

d. a foster child who lives with the employee;

e. a child for whom a judicial determination of support has been obtained; and/or

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

ARTICLE 113
DEPENDENT EDUCATION AT NON-CONUS LOCATIONS

Section 1. Unless prohibited by law, the Agency shall certify as eligible to attend the Department of Defense Elementary and Secondary Schools (DDESS) program the dependent children of all bargaining unit employees attaining school age currently assigned to any facility/office outside the Continental United States (CONUS) where the Secretary of Defense has determined, under his/her authority under 10 USC 2164(a), that the appropriate educational programs are not available through the local educational agency.

Section 2. Upon registration documentation of enrollment being provided to the appropriate Agency official, the Agency shall promptly make payment to the institution for tuition.

ARTICLE 114
NEXTGEN IMPLEMENTATION

Section 1. Within one hundred twenty (120) days of the signing of this Agreement, the Parties shall meet to develop a program for full participation by the Union to further the development and implementation of NEXTGEN. Any negotiations for the establishment of this program shall be handles in accordance with Article 7 of this Agreement.

ARTICLE 115
AUTOMATED EXTERNAL DEFIBRILLATION (AED)

Section 1. The Agency has committed to a pilot program to implement a Public Access to Defibrillation (PAD) program. The pilot program was established in accordance with Department of Health and Human Services and General Services Administration guidelines. The Agency agrees to make every reasonable effort to complete the implementation of the PAD program prior to the end of this Agreement.

Section 2. Within twenty-four (24) months of the signing of this Agreement, the Agency shall evaluate the feasibility of extending the PAD program to all other facilities.

Section 3. The National Occupational Safety, Health and Environmental Compliance Committee (OSHECCOM) shall provide oversight and shall assist in the implementation and maintenance of the FAA-wide PAD program through the currently established PAD Program Working Group. Any workgroup established in regards to implementation and maintenance of the PAD program shall include a Union Representative who shall receive duty time if not in a duty status. Local OSHECCOMs will work closely with the National OSHECCOM to assist in implementation

of the Agency's PAD program at the facility/office level. Issues regarding the PAD program that cannot be resolved at the local level OSHECCOM will be elevated to the National OSHECCOM in accordance with the OSHECCOM Charter.

APPENDIX A
BARGAINING UNIT CERTIFICATIONS

The Agency hereby recognizes the Union as the exclusive bargaining representative of employees of the following bargaining units:

1. Occupational Health Specialists and Nurses and Medical Program Assistants, (AAM) WA-RP-00077
2. Drug Abatement Inspectors and Investigators (AAM-800) WA-RP-04-0085
3. Financial Services Employees (ABA) FLRA Case number WA-RP-00106
4. Aircraft Certification Employees (AIR) FLRA Case number SF-RP-10-0017
5. Computer Specialists, Engineers, ATC Specialists (ATO) WA-RP-00015
6. Logistics, Financial Services, and IT Employees (ARC) SF-RP-00038, WA-RP-90123
7. Airports Employees (ARP) WA-RP-00065
8. Office of Chief Counsel Employees (AGC) WA-RP-00075
9. Aircraft Certification Airworthiness Programs Employees (AIR-140) WA-RP-02-0001

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGION

0125

UNITED STATES DEPARTMENT OF
TRANSPORTATION,
FEDERAL AVIATION ADMINISTRATION
(Agency/Activity)

CASE NO. WA-RP-00077

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 Occupational Health Specialists, Occupational Health Nurses, and Medical Program Assistants employed by the Federal Aviation Administration, U.S. Department of Transportation, nationwide.

EXCLUDED: All employees employed by, and located at, the Federal Aviation Administration Washington, D.C. headquarters, employees assigned to the Federal Aviation Administration Drug Abatement Division, employees represented by another labor organization, management officials, supervisors and employees described in section 7112(b)(2), (3), (4), (6) and (7) of the Statute.

FEDERAL LABOR RELATIONS AUTHORITY

Regional Director
Washington Regional Office

Dated: August 23, 2000
Attachment: Service Sheet

FLRA Form 28
(Rev. 1/96)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC
(Activity)

CASE NO. WA-RP-04-0085

and

NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION, AFL-CIO
(Labor Organization)

AMENDMENT AND CLARIFICATION OF CERTIFICATION

Pursuant to the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify and amend the certification held by the National Air Traffic Controllers Association since January 3, 2002, Certification of Representative, Case No. SF-RP-01-0052, to include investigators and to amend the certification to change the name of the Agency to reflect the organizational change.

On December 30, 2004, the Regional Director, Washington Region, Federal Labor Relations Authority, issued a Decision and Order finding that the certification may be amended and clarified as requested to include the investigators and to reflect the organizational change in the Agency.

The parties waived their right to file an application for review of the Decision and Order. Pursuant to the Authority vested in me as the Regional Director, I ORDER THAT the certification granted to the National Air Traffic Controllers Association on January 3, 2002 in Case No. SF-RP-01-0052, be amended to reflect the change from Compliance and Enforcement Branch to Office of Aerospace Medicine and to be clarified to include Investigators (1801):

INCLUDED: All Drug Abatement Inspectors (1801) and Investigators (1801) within the Drug Abatement Division, Office of Aerospace Medicine, Federal Aviation Administration, U.S. Department of Transportation

EXCLUDED: All non-Drug Abatement Inspectors, non-Investigators, 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

Robert P. Hunter by FO

Robert P. Hunter
Regional Director, Washington Region

Dated: December 30, 2004

UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
(Agency)

Case No. WA-RP-00106

and

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

AMENDMENT OF CERTIFICATION

Pursuant to the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification granted to the National Air Traffic Controllers Association as the exclusive representative of a unit of employees of the Federal Aviation Administration by changing the designation of the exclusive representative for this existing bargaining unit, from the National Air Traffic Controllers Association to the National Air Traffic Controllers Association, AFL-CIO.

On November 30, 2000, I issued a Decision and Order finding that the certification may be amended as requested.

The parties waived their right to file an application for review. Pursuant to the authority vested in me as Regional Director,

I ORDER that the certification granted to the National Air Traffic Controllers Association in Case No. WA-RP-90118 on February 7, 2000, as the exclusive representative of the following unit of employees of the Federal Aviation Administration:

UNIT:

Included: All professional and nonprofessional Headquarters employees employed by the U. S. Department of Transportation, Federal Aviation Administration in the division of the Assistant Administrator for Financial Services (ABA, ABU, AFM, APF)

Excluded: All supervisors, management officials, and employees described in section 7112 (b)(2)(3)(4) (6)and (7) of the Statute.

is amended by changing the name of the exclusive representative from the National Air Traffic Controllers Association to the National Air Traffic Controllers Association, AFL-CIO.

Dated: November 30, 2000

Regional Director
Washington Region

Attachment: Service Sheet

UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C.
-Activity
-and-

NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION, AFL-CIO
-Exclusive Representative/Petitioner

CASE NO. SF-RP-10-0017

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify the certification that the National Association of Air Traffic Controllers, AFL-CIO (NATCA) holds for certain employees of the U.S. Department of Transportation, Federal Aviation Administration, Aircraft Certification Services, Washington, D.C. (FAA, AIR).

On September 20, 2010, the Regional Director, San Francisco Region, Federal Labor Relations Authority, issued a Decision and Order finding that the certification should be clarified to correct certain errors in the Amendment of Certification issued in Case No. WA-RP-04-0079, and to update the classification of flight test pilots referred to in the bargaining unit description. The parties waived their right to file an application for review.

Pursuant to the Authority vested in me as the Regional Director, the Certification of Representative issued to NATCA, dated September 12, 2000 (Case No. WA-RP-00025), and amended on May 31, 2005 in Case No. WA-RP-04-0079 is clarified by: 1) re-inserting the words "and nonprofessional" and "within the" in the "Included" section of the bargaining unit description consistent with the September 12, 2000 Certification of Representative issued in Case No. WA-RP-00025; 2) replacing a semi-colon with a colon after the word "offices" in the "Included" section of the bargaining unit description consistent with the September 12, 2000 Certification of Representative issued in Case No. WA-RP-00025, and 3) updating the classification of flight test pilots from "FG-2181" to "FV-2181". The unit is now described as follows:

INCLUDED: All professional and nonprofessional employees (including all Flight Test Pilots, FV-2181) employed by the Federal Aviation Administration, Aircraft Certification Services (AIR), U.S. Department of Transportation, in aircraft certification related functions within the following AIR Directorates and their related

field offices: Small Airplane Directorate (ACE-100), Transport Airplane Directorate (ANM-100), Engine and Propeller Directorate (ANE-100), and Rotorcraft Directorate (ASW-100).

EXCLUDED: All AIR employees engaged in aircraft manufacturing related functions; AIR employees with duty stations in Washington, DC, supervisors, management officials; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Gerald M. Cole

Dated: September 20, 2010

Gerald M. Cole, Regional Director
San Francisco Region

Attachment: Certificate of Service

FEDERAL LABOR RELATIONS AUTHORITY
DENVER REGION
DENVER, COLORADO

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC
Activity

and

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

Case No. WA-RP-00015

CERTIFICATION OF REPRESENTATIVE

An election having been 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 in accordance 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 HEREBY 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 organization is the exclusive representative of all employees in the unit.

UNIT:

INCLUDED: All Computer Specialists, FG-1550, Electronics Engineers, FG-855, Computer Specialists, FG-334, and Air Traffic Control Specialists, FG-2152, employed by the Federal Aviation Administration (FAA), Airway Facilities (AF), Operational Support Branch (AOS), with duty stations at FAA's Operational Support Facilities (OSFs) and En Route Centers.

EXCLUDED: All other employees described who are currently represented in other bargaining units; supervisors; management officials; and employees described in Section 7112(b)(2), (3), (4), (6) & (7) of the Statute.

FEDERAL LABOR RELATIONS AUTHORITY

Marjorie K. Thompson
Regional Director - Denver Region

Dated: June 1, 2000

Attachment: Service Sheet

UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION ALASKAN REGION -Activity -and- NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO -Petitioner/Labor Organization	CASE NO. SF-RP-00038

CERTIFICATION FOR INCLUSION IN EXISTING UNIT

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 in accordance with the Regulations of the Federal Labor Relations Authority, among the employees of the Activity in the following categories:

INCLUDED: All professional and nonprofessional employees of the Logistics Division and the Resource Management Division, U.S. Department of Transportation, Federal Aviation Administration, Alaskan Region.

EXCLUDED: Management officials, supervisors and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6) and (7).

and it appearing that a majority of the valid ballots have been cast for inclusion in the consolidated unit of Department of Transportation, Federal Aviation Administration professional and nonprofessional employees currently represented by the **National Air Traffic Controllers, AFL-CIO.**

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that the above-described employees are included in the unit of professional and nonprofessional employees currently represented by the National Air Traffic Controllers, AFL-CIO as certified in Case No. WA-RP-90123 (4/26/00) which is attached.

DATED: October 11, 2000

Gerald M. Cole

Gerald M. Cole, Regional Director
San Francisco Region

Attachment: Service Sheet

FLRA Form 192
(Rev. 3/96)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

and

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

Nationwide Unit Description

Ref.: WA-RP-90123

Included: All professional and nonprofessional employees employed by the U.S. Department of Transportation, Federal Aviation Administration, in the following divisions of the following regions, nationwide:

Northwest Mountain Region:	Logistics Division and the Information Technology Division
Southern Region:	Logistics Division, Management Systems Division and the Financial Services Division
Southwest Region:	Logistics Division, Financial and Information Management Division
Western Pacific Region:	Logistics Division, Accounting Division and the Financial and Management Resources Division
Great Lakes Region:	Logistics Division, Budget Staff and Information Technology Services Division
New England Region:	Logistics Division and the Resource Management Division
Central Region:	Logistics Management Service Center, the Financial Management Service Center and the Information Management Support Staff

Excluded: All Federal Aviation Administration Washington, D.C. headquarters employees, any employees already represented by another labor organization, all supervisors, management officials and employees described in 7112(b)(2), (3), (4), (6) and (7) of the Statute.

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGION

UNITED STATES DEPARTMENT OF
TRANSPORTATION,
FEDERAL AVIATION ADMINISTRATION
(Agency/Activity)

And

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

CASE NO. WA-RP-90123

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 professional and nonprofessional employees employed by the U.S. Department of Transportation, Federal Aviation Administration, in the following divisions of the following regions, nationwide:***

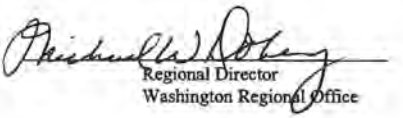
Northwest Mountain Region:	***Logistics Division and the Information Technology Division***
Southern Region:	***Logistics Division, Management Systems Division and the Financial Services Division***
Southwest Region:	***Logistics Division and the Financial and Information Management Division***
Western Pacific Region:	***Logistics Division, Accounting Division and the Financial and Management Resources Division***
Great Lakes Region:	***Logistics Division, Budget Staff and Information Technology Services Division***
New England Region:	***Logistics Division and the Resource Management Division***

FLRA Form 28
(Rev. 1/96)

Central Region: ***Logistics Management Service Center, the Financial Management Service Center and the Information Management Support Staff***

EXCLUDED: ***All Federal Aviation Administration Washington, D.C. headquarters employees, any employees already represented by another labor organization, all supervisors, management officials and employees described in section 7112(b)(2), (3), (4), (6) and (7) of the Statute.***

FEDERAL LABOR RELATIONS AUTHORITY



Regional Director
Washington Regional Office

Dated: April 26, 2000
Attachment: Service Sheet

FLRA Form 28
(Rev. 1/96)

Bus 0091

UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

CHICAGO REGION

FEDERAL AVIATION ADMINISTRATION
FAA AIRPORTS DIVISION AND
FAA AIRPORT DISTRICT OFFICES
(Activity)

CASE NO. WA-RP-00065

and

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO
(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 the NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

has been designated and selected by a majority of the employees of the above-named Activity, 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 professional and nonprofessional employees of the FAA Airports Division and Airport District Offices.**

EXCLUDED: **All management officials, supervisors, and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7), and employees of the FAA Eastern Regional Headquarters, the FAA Washington, D.C. Headquarters and all employees currently represented by another labor organization.**

FEDERAL LABOR RELATIONS AUTHORITY

WILLIAM E. WASHINGTON
Regional Director

Dated: August 31, 2000

FLRA Form 28
(Rev. 1/96)

0058

UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

WASHINGTON REGION

U.S. Department of Transportation,
Federal Aviation Administration,
Offices of the Regional Counsels
(Agency)

and

National Air Traffic Controllers Association, AFL-CIO
(Labor Organization/Petitioner)

CORRECTED

CASE NO.
WA-RP-00075

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 the National Air Traffic Controllers Association, AFL-CIO has been designated and selected by a majority of the employees of the above-named 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: All professional and nonprofessional employees employed by the Offices of the Regional Counsels, Federal Aviation Administration, U.S. Department of Transportation, including those employed at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, and the William J. Hughes Technical Center, Atlantic City, New Jersey, excluding all nonprofessional employees of the Eastern Regional Counsels Office, management officials, supervisors, confidential employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

FEDERAL LABOR RELATIONS AUTHORITY

Michael W. Dolan
Regional Director
Washington Region

Dated: January 4, 2001
Attachment: Service Sheet

FLRA Form 18
(Rev. 1/00)

(387)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
ATLANTA REGION

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Agency

and

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

CASE NO. WA-RP-02-0001

Union/Petitioner

and

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO

Labor Organization/Interested Party

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Agency/Petitioner

and

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

CASE NO. WA-RP-02-0003

Labor Organization

and

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO

Labor Organization/Interested Party

32

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, petitions were filed by the National Air Traffic Controllers Association, AFL-CIO (NATCA) and by the U.S. Department of Transportation, Federal Aviation Administration (FAA). The purpose of NATCA's petition, as amended at the hearing, was to request a name change from the Airworthiness Programs Branch Personnel (AFS-610) to the Delegation and Airworthiness Programs Branch (AIR-140). The purpose of FAA's petition was to request that the employees formerly represented by NATCA in the Airworthiness Programs Branch Personnel be accreted to a unit of employees represented by American Federation of State, County, and Municipal Employees, Council 26, AFL-CIO in Washington, D.C.

On September 8, 2000, in Case No. DA-RP-00025, NATCA was certified as the exclusive representative of a unit of employees at Airworthiness Programs Branch Personnel (then a part of the Flight Standards Service), Oklahoma City, Oklahoma. The unit was described in the certification, as follows:

INCLUDED:	All employees of the Air Worthiness Programs Branch Personnel (AFS-610), including AS Engineers, ASI Inspectors, Management and Program Specialists and Information Program Managers, Federal Aviation Administration, Oklahoma City, Oklahoma.
EXCLUDED:	All management officials; supervisors; and employees described in §§5 U.S.C. 7112(b)(2)(3)(4)(6) and (7).

On August 24, 2004, I issued a Decision and Order on the Petition finding that the unit should be clarified by changing the name of the Air Worthiness Programs Branch Personnel (AFS-610) to the Delegation and Airworthiness Programs Branch (AIR-140).

On the basis of the record, I concluded that the employees in AIR-140 constitute a separate, appropriate unit, that the transferred employees constitute a majority of the unit; and that an election is not necessary to determine representation. Thus, I found that AIR-140 is the successor employer of AFS-610. With respect to those employees who transferred to AIR-140 from other units, including those former AFS-610 employees located in Washington, D.C., I found they accreted to the unit represented by NATCA.

Therefore, pursuant to the authority vested in me as Regional Director, and having found that the petition in WA-RP-02-0001 may be granted in its entirety,

I ORDER that the Certification issued in Case No. DA-RP-00025 (September 8, 2000) be clarified, to change the name of the Air Worthiness Programs Branch Personnel (AFS-610) to the Delegation and Airworthiness Programs Branch (AIR-140). The unit represented by the National Air Traffic Controllers Association, AFL-CIO is clarified to read as follows:

INCLUDED:	All employees of the Delegation and Airworthiness Programs Branch (AIR-140), including AS Engineers, ASI Inspectors, Management and Program Specialists and Information Program Managers.
EXCLUDED:	Management officials; supervisors; and employees described in §§ 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7).

The petition in WA-RP-02-0003 is dismissed.

DATED AT Atlanta, Georgia, this 9th day of November, 2004.

Nancy Anderson Speight, Regional Director
Atlanta Region
Federal Labor Relations Authority
Marquis Two Tower-Suite 701
285 Peachtree Center Avenue
Atlanta, GA 30303-1270

Attachment: Service Sheet

APPENDIX B
NORMAL POINTS OF CONTACT

1. **Occupational Health Specialists/Occupational Health Nurses/Medical Program Assistants Bargaining Unit (AAM)**
    - National Level - The Union's AAM National Representative and/or their designee(s) and AAM-1 and/or their designee(s).
    - Regional Level (three zones) - The Union's Regional Representative and/or their designee(s) and the Regional Flight Surgeon and/or their designee(s).
2. **Drug Abatement Inspectors and Investigators Bargaining Unit (AAM 800)**
    - National Level - The Union's National Representative and/or their designee and Drug Abatement Division Manager (AAM-800), and/or their designee.
    - Washington Headquarters Level for ADAP Branches - The Union's Headquarters Representative and/or their designee and the appropriate Branch Manager and/or their designee.
    - Center Level - The Union's Center Representative and/or their designee and the appropriate Center Manager and/or their designee.
3. **Financial Services Employees Bargaining Unit (ABA, ABU, AFM, APF)**
    - Washington Headquarters Level - The Union's Principal Representative and/or their designee(s) and ABA-l and/or their designee(s).

4. **Aircraft Certification Service Directorate Bargaining Unit (AIR):**
   - National Level - NATCA Aircraft Certification National Representative and/or their designee(s) and the Director of Aircraft Certification Service, AIR-1 and/or their designee(s).
   - Directorate Level - The Union's Directorate Representative(s) and/or their designee(s) and their corresponding Directorate Manager(s), as appropriate, and/or their designee(s).
   - Local/Office Level - The Union's Local Office Representative(s) and/or their designee(s) and the corresponding Manager(s) of the Aircraft Certification Offices (ACO), Directorate Staff, GASOO, or BASOO Manager as appropriate, and/or their designees.
5. **Aircraft Certification Service Delegation & Airworthiness Programs Branch (AIR-140)**
   - Local Level – The Union's Local Representative and/or their designee(s) and the Aircraft Certification Service - Delegation & Airworthiness Programs Branch Manager and/or their designee(s).
6. **Terminal and En Route Automators Bargaining Unit (AJT1400 and AJE1600)**
   - National Level - The Union's National En Route Automation Representative and/or their designee(s) and the Manager, Field Automation Support/Manager, En Route Program Operations Office, as appropriate, and/or their designee. The Union's National Terminal Automation Representative and/or their designee(s) and the Manager, Terminal Field Operations Support/Manager, Terminal Program Operations Office, as appropriate, and/or their designee.

- Local Level - The Union's Center Automation Representative and/or their designee(s) and the Automation Manager and/or their designee(s). The Union's OSF Facility Representative and/or their designee(s) and the OSF Manager and/or their designee(s).

7. Regions and Center Operations (ARC)

- National Level - The Union's ARC National Representative and/or their designee(s) and ARC-1 and/or their designee(s).
- Regional Level - The Union's Regional Representative and/or their designee(s) and the Regional Administrator and/or their designee(s).

8. Airports Employees (ARP)

- National Level - The Union's ARP National Representative and/or their designee(s) and the Associate Administrator of Airports, ARP-1 and/or their designee(s).
- Regional Level - The Union's Regional Representative and/or their designee(s) and the Airports Regional Division Manager and/or their designee(s).
- Branch Level - The Union's Branch Representative and/or their designee(s) and the Airports Branch Manager and/or their designee(s).
- Local Level - The Union's Airport District Representative and/or their designee and the Airport District Manager and/or their designee(s).

9. Office of Chief Counsel Employees (AGC)

- National Level - The Union's AGC National Representative and/or their designee(s) and AGC-l and/or their designee(s).
- Regional/Center Level - The Union's Regional/Center Representative and/or their designee(s) and the Regional/Center Counsel, and/or their designee(s).

APPENDIX C
OFFICIAL TIME AMOUNTS

1. In accordance with Article 2, Section 15, each National Representative identified below shall be granted the following amounts of official time:

   A. Eighty (80) hours per pay period

   - Aircraft Certification Service Directorate (AIR)
   - Regions and Center Operations (ARC)
   - Airports (ARP)

   B. Forty (40) hours per pay period

   - AJT1400 Terminal Automators Bargaining Unit
   - AJE1600 En Route Automators Bargaining Unit

   C. Sixteen (16) hours per pay period

   - Drug Abatement Division (AAM 800)

   D. Ten (10) hours per pay period

   - Office of Chief Counsel Employees (AGC)

   E. Four (4) hours per pay period

   - Occupational Health Specialists/Occupational Health Nurses/Medical Program Assistants Bargaining Unit (AAM)

2. In accordance with Article 2, Section 15 of this Agreement, each Representative identified below shall be granted the following amounts of official time per pay period:

   A. Aircraft Certification Service Directorate Bargaining Unit (AIR):

   The following local/office Representatives shall be granted the following amounts of time:

- Engine and Propeller Directorate ACOs and Directorate Staff
- Small Airplane Directorate ACOs and Directorate Staff and GASOO
- Rotorcraft Directorate ACOs and Directorate Staff
- Transport Aircraft Directorate ACOs and Directorate Staff and BASOO

Eight (8) hours per pay period	1-35 bargaining unit employees
Sixteen (16) hours per pay period	36-70 bargaining unit employees
Twenty-four (24) hours per pay period	71-105 bargaining unit employees
Thirty-two (32) hours per pay period	106-140 bargaining unit employees
Forty (40) hours per pay period	141-175 bargaining unit employees
Forty-eight (48) hours per pay period	176-210 bargaining unit employees
Fifty-six (56) hours per pay period	211 or more bargaining unit employees

- Directorate Representatives
  - o Twenty (20) hours per Representative

Official time used under this paragraph may not exceed thirty-six (36) hours per pay period by a single Representative. However, the Representative may delegate additional time granted under this paragraph in accordance with the procedures in Article 2.

B. Aircraft Certification Service Engineering Division Bargaining Unit (AIR 140):

- Local Representatives – Eight (8) hours per pay period

C. Terminal and En Route Automators Bargaining Unit (AJT1400 and AJE1600)

- Local Representatives
  - o Less than seven (7) BUEs – four (4) hours per Representative
  - o Seven (7) or more BUEs – eight (8) hours per Representative

D. Drug Abatement Inspectors and Investigators Bargaining Unit (AAM 800)

- Washington Headquarters Representative for ADAP Branches
  - o Four (4) hours per Representative
- Center Level Representatives
  - o Eight (8) hours per Representative

E. Occupational Health Specialists/Occupational Health Nurses/Medical Program Assistants Bargaining Unit (AAM)

- Regional Representatives (3 zones)
  - o Four (4) hours per Representative

F. Financial Services Employees Bargaining Unit (ABA, ABU, AFM, APF)

- Washington Headquarters Representative
  - o Twenty (20) hours per Representative

G. Regions and Center Operations (ARC)

- Regional Representatives

AAL/AGL/ANE/ ACE – Twenty (20) hours per pay period each identified region

AWP/ASW – Twenty-four (24) hours per pay period each identified region

ASO/ ANM – Thirty (30) hours per pay period each identified region

H. Airports Employees (ARP)

- Regional Representatives
  - o Ten (10) hours per Representative
- Local Representatives
  - o Four (4) hours per Representative

I. Office of Chief Counsel Employees (AGC)

- Regional/Center Representatives
  - o Four (4) hours per Representative

APPENDIX D

LETTER OF AGREEMENT TO RETAIN MOUS

LETTER OF AGREEMENT

The parties agree, the following agreements shall remain in full force and effect after the implementation of a successor of the Parties Collective Bargaining Agreement, dated XXXXXX, except for those sections specifically superseded by articles in this Collective Bargaining Agreement.

1. LDR - Labor Distribution Reporting (AIR), dated January 30, 2004
2. ACSEP Evaluation Process (AIR – Chicago ACO Only), dated May 20, 2002
3. Implementation of Drug Testing (TDP), (AIR only), dated July 23, 2010
4. Newspace-13 for BASOO (AIR), dated July 2, 2010
5. Compensatory Time (all Units), dated January 30, 2008
6. NewSpace-1, (AIR - Anchorage ACO), dated July 27, 2010
7. SMS Stakeholder, dated June 24, 2010
8. New England Regional Office Renovation Space Agreement, April 12, 2010

Memorandum of Understanding
between the
National Air Traffic Controllers Association
and the
Federal Aviation Administration

This Agreement is made by and between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties," concerning the Implementation of Labor Distribution Reporting (LDR) for NATCA Regulation and Certification (AVR) Bargaining Units.

Section 1. LDR reporting shall be in compliance with FAA Order 2700.37, Labor Distribution Reporting.

Section 2. All security and privacy protections guaranteed by law, rule, regulation, and present collective bargaining agreements shall remain in full force and effect upon implementation of LDR. LDR information shall be protected from disclosure under the Privacy Act, 5 U.S.C. § 552a.

Section 3. In the event a bargaining unit employee (BUE) has questions concerning LDR after implementation, the BUE will first seek guidance and direction from his/her immediate supervisor. If the supervisor is not available, the BUE will seek guidance from his/her CAS/LDR Quality Assurance Resource (QAR). All BUEs shall be notified of the identity of their specific QAR. When practicable such notification shall be accomplished during LDR training. The union shall be informed of any and all BUEs who are performing QAR duties.

Section 4. A BUE shall be paid based on the BUEs T&A report. If there is an error in the LDR system or if a BUE fails to submit an LDR report for a particular pay period, the BUE shall be paid for the time covered by that pay period. The BUE's supervisor or his/her designee shall remind the BUE to submit an LDR amendment during the next two weeks or as soon as practical. If the BUE is on travel during the particular pay period without access to the LDR web-based reporting system, LDR data will be submitted no later than two weeks after return from travel, when practical.

Section 5. Consistent with FAA Order 2700.37, data resulting from the collection of employee time against projects and activities must not be used for individual employee performance management.

Section 6. Should a BUE's supervisor contest the BUE's distribution of time between assigned projects and activities, the supervisor (in approving the BUE's LDR input) shall consider the BUE's explanation. This shall not prevent the supervisor from directing the BUE to correct discrepancies in LDR data. As directed in writing by the supervisor, the BUE shall make the

amendment. At the request of the employee, disputed entries shall be noted in writing by the supervisor; a copy of which will be provided to the BUE. This Agreement does not preclude the filing of a grievance or other action to correct LDR inaccuracies. The BUE shall not be subject to disciplinary action as a result of making amendments directed by the manager.

Section 7. BUEs shall input data by using the web-based reporting tool. In those situations where a BUE does not have access to web-based reporting, arrangements shall be made for that BUE to accomplish reporting by other means, including making amendments in accordance with established procedures

Section 8. Consistent with FAA Order 2700.37, only compensated time, including approved overtime and leave, shall be recorded in LDR. Compensatory time and credit hours are not recorded in the LDR system at this time. Employees shall normally record time in one-hour increments with the exception of overtime and leave which shall be recorded in the LDR system as it is recorded in the T&A. However, a BUE may choose to record time to work related projects and tasks in less than one-hour increments.

Section 9. BUE's shall have the opportunity to receive LDR information and briefings prior to the implementation of LDR. Additional information will be available on the web.

Section 10. The FAA and AVR have processes in place to revise established project/task dictionaries. At each level covered by this MOA (National, regional/directorate, or local) NATCA may submit requests to add, delete, or revise the definition of a project and/or task at any time. The request/revision will be processed in the same manner as a request received from any other source. NATCA will be notified of its acceptance or rejection in accordance with the established provisions.

Section 11.

a. AIR: NATCA shall designate an AIR BUE for the ACO Committee/Workgroup. This NATCA representative shall have the same rights and responsibilities as other members of the Committee/Workgroup.
b. AAM: Prior to implementation, NATCA may request to review and make recommendations to the draft
    - Custom dictionary applicable to that bargaining unit,
    - Drop down lists applicable to BUEs at the level, and
    - Written guidance that will be applicable to BUEs in that unit.
c. NATCA representatives shall be on duty time.

Section 12. With prior management approval and in accordance with applicable rule, regulation and Parties' collective bargaining agreement (CBA), BUEs may earn overtime/comp/credit time in order to input LDR data or create LDR reports.

Section 13. After three months of implementation, the Agency will provide NATCA a copy of each standard LDR summary report at the AVR, AIR, and AAM levels. Thereafter, NATCA representatives may request reports generated as a result of input into the LDR system for review.

Section 14. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party. Changes to the LDR system at the local/regional/directorate level not covered by this agreement shall be negotiated in accordance with the law and/or collective bargaining agreements.

Section 15. This Agreement shall be effective on date signed by each Parties Chief Negotiator. This Agreement shall remain in effect until a change in LDR that requires notification in accordance with the Federal Service Labor-Management Relations Statute or CBA. This Agreement shall be reopened based upon mutual agreement of the Parties.

For the Union:

Dennie Rose, Chief Negotiator — 1/30/04 Date

Tomaso DiPaolo — 1/30/04 Date

_____ Date

For the Agency:

Lionel Driscoll, AVR-12 Chief Negotiator — 1/29/04 Date

Patrick McGlone, AHL-200 — 1/29/04 Date

Charles A. Davis, AAM-130 — 1/29/04 Date

Gwendolynne O'Connell, AIR-510 — 1/29/04 Date

MEMORANDUM OF AGREEMENT

Federal Aviation Administration
And
National Air Traffic Controllers Association

Re: Chicago Aircraft Certification Office (ACO) Aircraft Certification System Evaluation Program (ACSEP) Assignment Process

This agreement is made and entered into by and between the National Air Traffic Controllers Association (hereinafter referred to as "NATCA-Aircraft Certification" or "the Union") and the Federal Aviation Administration (hereinafter referred to as "Small Airplane Directorate" or "the Agency"), collectively referred to as the Parties. The purpose of this agreement is to record the Parties negotiated agreement to a process to assign ACSEP evaluations in the Chicago ACO.

Section 1. The Parties agree to the following process for assigning ACSEP evaluations in the Chicago ACO. The ACSEP assignment process in the Chicago ACO begins when the ACSEP schedule for the next fiscal year's evaluations is released by the Small Airplane Directorate (SAD) coordinator. The process will follow the steps outlined below:

1. A random drawing of all qualified evaluators[A] will determine the order of selection for that fiscal year. The first name drawn will be the first evaluator to select an ACSEP.
2. Each qualified evaluator[A] selects one ACSEP evaluation[B] from the list in the order determined above.
3. If there are ACSEP evaluations remaining to be filled after each evaluator has selected one, the selection process will repeat using the order determined by the random drawing.
4. This process (steps 2 and 3) will repeat as many times as necessary until an evaluator is assigned to each ACSEP slot.

Notes:

A. Qualified evaluators include pilots, engineers, program managers, senior engineers, and technical specialists that have received ACSEP training, completed the evaluator-in-training (ETT) requirements, and are current or expect to be current during that year.

B. ACSEPs lasting 6 days or longer shall count as selecting two ACSEPs and an evaluator does not have to choose an ACSEP evaluation in a following round. If there are multiple rounds of selection, these ACSEPs should be selected by evaluators before their last selection, to prevent an evaluator being required to select a long ACSEP during the last round

C. All ACSEP qualified evaluators will remain ACSEP qualified, in accordance with the latest version of Order 8100.7.

D. The goal is for eligible employees to complete ACSEP training, in accordance with the latest version of Order 8100.7, within 18 months of joining the Chicago ACO or becoming eligible, whichever occurs first.

E. ACSEP trained employees will complete the EIT requirements, in accordance with the latest version of Order 8100.7 within 12 months of completing training.

F. Evaluators in the status of EIT may select any ACSEP. However, if two EITs want to attend the same ACSEP, they may be limited to only one depending on how large the overall evaluation team is and if the company can accommodate both of them.

G. Pilots will only participate in ACSEPs requiring a pilot unless completing an ASE ACSEP is necessary for them to stay qualified.

H. All qualified evaluators are equally eligible for ACSEP assignments (except when an ACSEP team leader qualified evaluator is required).

I. An evaluator may choose any ACSEP evaluation that is available at the time of their selection. However, it should be pointed out that evaluators may want to consider signing up for a two week ACSEP in the first round if, based on their position in the drawing, they are going to wind-up with two ACSEP evaluations during that year.

J. Each year there are some last minute ACSEP slots that need to be filled due to unexpected events. The pool of qualified evaluators for these ACSEPs will be initially those evaluators that have signed up for the fewer number of ACSEPs that year plus those who had an ACSEP cancelled that year. (For example, if there were 20 ACSEP slots to be filled and 15 qualified evaluators, the initial pool of evaluators for these last minute ACSEP assignment changes would be the 10 evaluators that only signed up for one ACSEP initially plus those who had an ACSEP cancelled.)

K. Each year there will be a new random drawing to determine that year's order of selection.

L. The ACSEP selection process will allow sufficient time for evaluators to make their selections without unnecessary pressure to meet imposed deadlines. The ACO has requested 30 days.

M. After the selection process has been completed, evaluators may switch ACSEP evaluations, with the following conditions:

1. Evaluators may only trade evaluations (i.e. one evaluator may not pick up an additional evaluation and the other evaluator have one less evaluation).

2. Switches made within three months of the earliest evaluation must have the prior approval of both evaluator's manager. If the earliest evaluation is more than three months away, evaluators must notify all managers involved at the time the switch is made.

N. This process does not relieve any manager of the authority and responsibility to assign work and assist employees in completing the FAA's mission or to avoid personal hardships for an employee. ACSEP qualified evaluators arriving to the Chicago ACO mid-cycle will be assigned as appropriate.

O. No credit for completed ACSEPs will be carried across to the next year.

Section 2. This Memorandum of Agreement (MOA) is effective on the date signed by the Parties.

Section 3. This MOA does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.

For The Union:

/s/ John M. Tallarovic	**5/10/02**
John M. Tallarovic	Date
Chicago ACO NATCA-AIR Representative	

For The FAA:

/s/Wayne M. Upham, Jr.	**5/20/02**
Wayne M. Upham, Jr	Date
SAD Labor Relations Program Manager	

Memorandum of Agreement
Between
National Air Traffic Controllers Association
Aircraft Certification Bargaining Unit
And
Federal Aviation Administration
Aircraft Certification Service

This Memorandum of Agreement ("MOA") is made by and between the National Air Traffic Controllers Association, Aircraft Certification Bargaining Unit ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties." This MOA represents the complete agreement between the Parties concerning the Agency's implementation of substance testing (drug and alcohol) for Aircraft Certification bargaining unit employees occupying positions assigned to flight test duties as crew members, identified as Testing Designated Position ("TDP"), pursuant to Executive Order No. 12564 and applicable provisions of DOT Order 3910.1c, FAA policy and the Collective Bargaining Agreement (CBA). In the event that changes to Agency rules, regulations, directives, orders, policies, and/or practices affect the implementation of this MOA and trigger a bargaining obligation, notification and negotiations will be handled in accordance with Article 7 of the CBA.

Section 1 This Agreement covers Aircraft Certification bargaining unit employees (BUEs) occupying positions assigned to flight test duties as crew members ("the Unit").

Section 2 The Agency shall provide to the Union, at the national level, a list ("TDP List") of all bargaining unit employees in TDPs in the Aircraft Certification bargaining unit who occupy Aircraft Certification positions and are assigned flight test duties as crew members. The list will be provided twice during the first year after execution of this MOA, and upon request thereafter while it is in effect. The list shall include the employees' name, duty location, occupational series, job title and pay grade/band. The individuals will be included in the FAA flight test program (Flight Activity and Crew Tracking System (FACTS) and have completed FAA form 4040-7 titled Flight Program Crewmember Authorization and Data).

Section 3 The Parties acknowledge that the Agency did provide at least thirty (30) day notice to the bargaining unit employees in TDPs in the Aircraft Certification bargaining unit who are assigned flight test duties as crew members prior to substance testing. The employees were notified by issuance of a notice document titled "Notice to Applicants or Employees Subject to Drug and /or Alcohol Testing" to the Unit.

Section 4 The Agency shall brief the Unit on its policy, rules and guidance pertaining to substance testing and DOT Order 3910.1C. The briefing shall take the form of the Agency providing access to such information on the Agency's website at http://employees.faa.gov/org/linebusiness/avs/aam/isap/, and shall be accessible during duty hours. The TDP Q&A document is attached as Appendix 1 of this MOA.

Section 5 This MOA does not constitute a waiver of any right guaranteed by law, rule, regulation or collective bargaining agreement on behalf of either Party.

Section 6 This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties' Chief Negotiators, whichever occurs first. This MOA shall remain in effect until the ratification of a successor CBA.

For the Union:

7/23/10

Tomaso DiPaolo Date
NATCA Aircraft Certification
National Representative

For the Agency:

7/23/10

Roscoe Ridley Jr. Date
Labor Relations Specialist
AHL-300

Dorenda D. Baker Date
Director, Aircraft Certification Service
AIR-1

8/10/10

Agency Head Review Date

Appendix 1 – TDP MOA

This document serves as an IOU pursuant to information requested by NATCA during the last bargaining sessions held on June 30, 2009 and March 30, 2010, to discuss the addition of testing designated positions (TDP) in the Aircraft Certification Service (AIR). The following is a list of responses to those questions and other related issues:

1) **What is the definition of the terms "test directors", "test conductors" and "observers" as used by AIR?**

   Answer: There is no reference to the terms "test directors", "test conductors" and "observers" in the current FAA Order 4040.9D. (There is also no reference to flight test engineers (FTE) since an FTE is unique to AIR within the FAA.) These terms are generally used in *industry* as follows: The "test director" is usually an industry position referring to a senior engineer responsible for all testing done on a program. The "test conductor" is the industry person on the flight who ensures all flight test points are completed and appropriate data are collected. An "observer" is typically a non-crewmember flying onboard an aircraft to observe flight testing or to perform non-crewmember duties. There may be limited circumstances when the term "observer" is used to describe FAA personnel onboard a flight test aircraft. However, an FTE is never considered to be an observer. Note that the term "observer" may be introduced in FAA Order 4040.9E, but it will not apply to NATCA BUEs.

2) **What is the criteria for being assigned flight test duties?**

   Answer: Employees that are trained and medically qualified can conduct flight testing.

3) **What are the criteria for being included in the Flight Program?**

   Answer: By virtue of the employee's position as a pilot or flight test engineer, an employee would be subject to inclusion in the Flight Program. Others may be assigned temporarily as an FTE for a flight test program if they have received the required training and medical certification. All flight crewmembers would be aware of being included in the Flight Program, either when hired or when volunteering to take on those additional responsibilities. To be a qualified crewmember, an individual must attend the "flight test initial" course and complete other training requirements.

4) **What is meant by ".....assigned flight test duties"**

   Answer: "Assigned flight test duties" has been used to refer to the duties performed by crewmembers, (e.g. pilots, flight test engineers) who are assigned to operate or assist in operating an aircraft during flight tests. Flight test crewmembers perform duties aboard an aircraft directly related to the conduct of the aircraft flight test mission. Employees who participate in the Flight Program and are participating in flight tests are considered to have been assigned flight test duties. They are crewmembers. They are not considered to be simply observers at any time.

May 2010

5) **Can FAA employees that are not considered to be crewmembers be on airplanes that are performing flight test functions?**

Answer: Yes. Occasionally, an employee who is not an FTE, may be authorized to be aboard an aircraft to perform an FAA job function other than crewmember flight test duties. A risk assessment is conducted for each flight test activity, and FAA employees who are not flight crewmembers may be restricted from some flights due to the hazard level of the test and requirements to minimize exposure of onboard personnel to flight test risks.

6) **Is a 3rd class medical required to be a crewmember?**

Answer: Yes. The Flight Test Operations Manual (FTOM), pg. 2-24, para. e. (3) states that "Other individuals whose proper performance of duty is necessary for safety during flight tests must have a current FAA Class III [3rd Class] medical." This is the policy that requires crewmembers to have a 3rd class medical.

7) **If over-the-counter medication or prescription medication is used, can a person holding a 3rd class medical be temporarily disqualified?**

Answer: Yes. This would require the guidance of a flight surgeon (AME).

8) **How do crewmembers get added to or removed from the list of TDPs?**

Answer: The current list of specialties that are in TDPs is in DOT Order 3910.1C, Appendix A, dated 5/15/09. As employees enter the Flight Program (via assignment of work, employee request, new hire, etc.) his/her name is forwarded to the local Office of Aerospace Medicine for inclusion on the TDP list and is therefore subject to substance testing. When an employee is no longer part of the Flight Program, his/her name is removed from the TDP list and no longer subject to substance testing.

9) **What is the training requirement for being part of the Flight Program (and/or being assigned flight test duties as a crewmember)?**

Answer: All AIR participants in the Flight Program must attend the 6 week initial training course. Other required training includes: physiological training, survival training, and crew resource management (CRM).

10) **How often is recurrent training required?**

Answer: This depends on the specific training and the crew position. Flight test recurrent training is required every 4 years for all flight crewmembers. This course includes CRM recurrent training. Refer to Table 4-2 in the FTOM for a complete list of Flight Program recurrent training.

11) **For new employees coming into the program, how will they be notified that they are in a TDP?**

Answer: New hires are to be notified via the job announcement that the position for which they are applying is a TDP and subject to substance testing. Other employees entering the Flight Program are notified via the document titled, "Notice to Applicants or Employees Subject to Drug and/or Alcohol Testing."

12) What happens if an employee can no longer perform the duties or maintain 3rd class medical?

Answer: The current FAA policy, CBA provisions and relevant law, rule and regulations would apply with respect to an employee unable to perform the essential functions of his/her job. At a minimum, the employee would be removed from the Flight Program and not perform flight tests. Management makes the determination of the need for a full performing FTE in the position. The manager could assign the employee non-flight functions or seek other suitable alternatives depending on the circumstances; giving consideration to office workload and availability of other flight test personnel.

(13) Why are some engineers being converted to TDP when they have not participated in an FAA certification flight test in years?

Answer: All Flight Test Engineers (FTEs) who are required to maintain a third class medical are being converted to TDP. FTEs who are no longer on flight status are not covered by TDP requirements and their names are removed from the drug testing roster. All FTEs on flight status are expected to be able to participate in a full range of flight tests, even if they have not participated in the recent past.

(14) Why are engineers being required to initial or sign something regarding pre-employment testing when they have worked in the FAA since the 1980s or even longer and none of the pre-employment items apply to us?

Answer: The document being referenced is a notification by AAM to an employee informing them that they are subject to random drug testing. The memo contains standard text applicable to TDP employees regardless of their employment status. Employees were only requested to sign acknowledging receipt. If the employee did not sign, the supervisor was required sign that the memo had been provided to them.

(15) The December 2008 memo references pre-duty time frames for not using alcohol that are not the same as DOT Order 3910.1. The Order states 4 hours for all covered employees on Chapter 3.

a. **Where does the 8 hour requirement come from?**

b. **Is this something that was just made up and what Authority does the FAA have to supersede a National DOT Order?**

c. **It appears the memo is in conflict with Order 3910.1. Please explain?**

Answer: Specifically, DOT Order 3910.1C, Chapter III, paragraph 1.d. states: "Pre-duty alcohol use. No covered employee shall use alcohol within four hours preceding performance of safety-sensitive functions or within such longer period as required by the Operating Administration (OA). This includes paid or non-paid breaks during the workday." Since the FAA is the OA, the FAA stipulated in 14 CFR 91.17 and FAA Order 4040.9D, paragraph 432.a. that the requirement be 8 hours. There is no conflict between the DOT and FAA orders.

May 2010

(16) We have been told that the use of FAA Form 4040-7 is what places us, as engineers in the "Flight Program". The instructions for FAA Form 4040-7 says that the form applies to all users of FAA- owned, leased, bailed, or rented aircraft in the regions. Therefore, Form 4040-7 does not apply to us. Why are we being required to sign a form, that itself, says it does not apply to us?

Answer: This use of this form has evolved over time. The form has since been updated and can be found on the Flight Program Sharepoint site.

(17) The Standards of Conduct (ER-4.1) appear to require us (now that we are considered TDP/Safety Sensitive Position) to report the use of any prescription and non-prescription drug to our supervisor immediately. Are those who hold a medical certificate also required to report this to the FAA Flight Surgeon? If so, how do we report it, is there an email address?

Answer: We always use logic within the flight program regarding the reporting of prescription drug use. All crewmembers are expected to not fly when using any drugs that affect performance. FAA Order 4040.9D paragraph 431 addresses this issue with regard to the flight program. Contact information for FAA flight surgeons can be found on the FAA website.

(18) The Standards of Conduct require us to report the use of OTC medication "immediately" (the word immediately was purposely added by FAA). My supervisor has not provided me with the information I need to comply with this requirement (contact number for after hours, etc.).

a. **How are the affected employees supposed to comply with this requirement?**

Answer: We expect our crewmembers to use common sense when determining the appropriate time to report the use of OTC drugs and comply with FAA Order 4040.9D paragraph 431.

b. **Do we have to report it immediately (do we have to call our supervisor at home at 2:00AM)?**

Answer: No, unless it affects a flight test that is scheduled. It is expected that crewmembers work collaboratively with their managers to minimize disruptions to the flight test schedules. One should notify management as soon as practicable, but not necessarily at 2:00AM in the morning.

(19) What happens to the information we report regarding prescription and OTC medication that is provided to the Flight Surgeon (or whomever we report it too) when we notify them?

Answer: There has never been any requirement other than to verbally report the use of drugs that would disqualify one from performing as a crewmember.

May 2010

a. **How is that information protected and how long is it maintained?**

Answer: Since this is a verbal report, there is no requirement to protect a hard copy. A manager would be expected to not discuss a crewmember's use of drugs unless there should be a "need to know".

(20) If an engineer reports the use of OTC medication to their supervisor (as required by ER-4.1), what does the supervisor do with the information?

Answer: See above answer.

a. **How will that information be protected from unauthorized access?**

Answer: See above answer.

b. **How long will the information be maintained?**

Answer: It is not maintained.

(21) Is my supervisor allowed to discuss my private medical information with any other supervisor or similar management official?

Answer: Only so far as there is a "need to know" regarding why a crewmember cannot perform his/her flight crew duties.

(22) Is it true that since the FAA Flight Surgeon is a doctor, anything we report to them is confidential and cannot be released and reported to our supervisor without my express permission?

Answer: Yes. The only thing that can be discussed is in reference to whether a crewmember is on (or off) flying status.

(23) Are so-called FTEs *(flight test engineers)* required to report any non-prescription drug use on the days where we not performing and flying/crewmember duties?

Answer: That is a separate issue with regard to the Standards of Conduct, but if you are not performing crewmember duties, you are not obligated to report so far as the flight program is concerned. However, a crewmember is expected to be able to perform crewmember duties without prior notice and is always subject to drug and alcohol testing, so one should report the use of any prescription or non-prescription drugs to your supervisor immediately.

(24) Are the requirements for pre-duty alcohol use different if the so-called FTE is not doing any safety-sensitive work or duties (flying or working as a crewmember) that day?

Answer: No. The previous answer applies with regard to the expectation that a crewmember is expected to be able to perform as a crewmember without prior notice. Crewmembers have always been expected to not consume alcohol within 8 hours of a known flight. There are no

negative consequences if one has consumed alcohol and gets a "no notice" requirement to fly.

(25) The FAA sponsors Red Cross blood drive. How does the donation of blood affect my status as TDP (Safety Sensitive) or the status of me medical certificate?

Answer: FAA Order 4040.9D paragraph 433 provides the guidance with regard to blood donations.

(26) Can an FAA manager/supervisor order an employee not to take medication that has been prescribed by their personal physician?

Answer: No.

(27) Can an FAA manager/supervisor order an employee not to take non-prescription medication the employee requires (such as, for an allergy)?

Answer: No

(28) Can any OTC or prescription medications affect the outcome of the drug screening tests? If so, what medications may do this?

Answer: Prior to any drug screening you are expected to disclose any drugs you are taking. The drug screening would take that into account. Questions regarding specific medications can be referred to the Flight Surgeon's Office.

(29) What are the qualification of and requirements for (regarding medical certificate and TDP) each of the following "positions" (these terms are currently in use by AIR Flight Test Managers):

a. **Test Director/Conductor**

Answer: There is no reference to either the term "test director" or "test conductor" in FAA Order 4040.9D. These terms are generally used in industry and refer to roles of their flight test personnel; therefore this is a moot point with regard to FAA personnel.

b. **Observer**

Answer: See response to question 1.

c. **Qualified Non-Crewmember**

Answer: No specific medical certificate is required and they are not considered to be in TDP. However, a qualified non-crewmember will be subject to a safety risk assessment, which will include medical factors, to determine suitability to participate in flight testing activities.

(30) The Union has been told that observers do not require medical certificates and are not TDP, if an FTE is temporarily or permanently medically disqualified, can they

still act as an observer (just like all the other AIR engineers) on FAA certification flight tests?

Answer: No. An FTE is never considered to be an observer.

(31) If I am medically disqualified, will I be removed from the TDP list? What do I need to report and to whom? I'm still capable of performing certification work, so what do I request of my manager?

Answer: If one is temporarily medically disqualified, the engineer will not be removed from the TDP list. If permanently medically disqualified, the engineer will be removed from the TDP list. Management makes the determination of the need for a full performing FTE in the position. The manager could assign the employee non-flight functions or seek other suitable alternatives depending on the circumstances; giving consideration to office workload and availability of other flight test personnel.

(32) I'm an engineer who participates in flight testing once or twice every few years. Do I need a third class medical? Am I subject to TDP, even on a temporary basis?

Answer: If the engineer is assigned flight test duties he/she is required to have a third class medical and subject to TDP. Frequency of flight testing is not relevant.

(33) I'm an engineer who no longer wishes to perform flight test duties. What procedure(s) do I need to follow so that management will no longer assign those duties to me?

Answer: If you are assigned to a Flight Test Engineer position and no longer desire to perform as an FTE, you should apply for other positions that contain the duties for which you desire to perform.

(34) I'm off medicine that was temporarily disqualifying my medical certificate. Who do I call to stop being temporarily disqualified? Do I need to document this?

Answer: Once you are off the medications that disqualified you for flight, you simply report this to your supervisor and resume flight duties. A verbal report is adequate.

(35) I'm taking medication and have reported it to the flight surgeon. The flight surgeon says I'm temporarily disqualified from having a third class medical. I report this to my manager, but who is required to report this so that I am temporarily not subject to TDP?

Answer: You remain subject to TDP, but if you fail because of the medication, there are no repercussions as long as the medications have been disclosed prior to the test.

(36) What defines a flight crew member? Are all engineers crew members and if not, then what document defines the differences? Can I be a "temporary" crew member? Are all crew members subject to TDP?

Answer: All crewmembers are to be in TDP positions and subject to testing. Training and testing requirements attach to all crewmembers, even if on temporary detail.

(37) Is a flight test manager, who performs flight test duties or oversight of a designee, required to hold a first class medical or a third class medical?

Answer: A flight Test Manager is not required to hold a valid medical for his/her role as a manager. However, if a Flight Test Manager will be performing flight test duties, he/she would be required to hold the appropriate medical.

(38) Can an employee volunteer to be a flight test engineer in the Flight Program?

Answer: Yes. However, management will only place employees in the flight program when there is a need that warrants it. Upon entering the program, all FTEs are required to meet the basic requirements, get the same training, and are subject to the same medical requirements.

Memorandum of Understanding
Document No.: Newspace-13, Initial Release July 2, 2010

National Air Traffic Controllers Association
Aircraft Certification Bargaining Unit
And
Federal Aviation Administration - Aircraft Certification Service

This Memorandum of Understanding ("MOU") is made by and between the National Air Traffic Controllers Association, Aircraft Certification Bargaining Unit ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties". This MOU and items incorporated by reference represents an agreement between the Parties concerning the proposed move of all affected Boeing Aviation Safety Oversight Office (BASOO) personnel represented by the NATCA-AIR Bargaining Unit. This agreement shall not limit the Parties right to negotiate other issues not covered by this agreement.

Section 1. For the purposes of this MOU, "branch" refers to the group or pool of NATCA-AIR Bargaining Union Employees (BUE) that are eligible for bidding on a specific group of cubicles.

Section 2. The parties agree that this MOU covers the existing BUEs and the move of those BUEs to the new office location in the Providence West Annex building.

Section 3. The parties agree that all work associated with the move by BUEs shall occur on duty time.

Section 4. The parties agree that BUEs are responsible for packing their personal items. BUEs will not be required to move boxes and/or equipment for FAA material. The affected BUEs shall not be responsible for moving electronic equipment, such as computer and monitors. If personal belongings are packed and labeled, the movers will move the boxes. However, the FAA will not be responsible for any damage to or loss of personal property. BUEs are encouraged to move their own personal items. Those BUEs with existing non-standard special chairs or other ergonomic equipment shall be allowed to have that equipment moved to the new building for their use.

Section 5. The Agency agrees to provide, to the maximum extent practicable, equivalent storage, white boards, and other items currently used by BUEs of the Seattle Aircraft Certification Office for BASOO BUEs in the course of their duties.

Section 6. Minor alterations to workstations will be incorporated to minimize glare on computer screens if needed.

Section 7. It is recognized that the cafeteria services provided in the Regional Office Building (ROB) may take a few more minutes to access than BUEs are currently accustom to. Existing work and break schedules will remain in effect. The Agency recognizes and will be flexible in accommodating reasonable situations that occur which result in slight variations to established schedules.

Section 8. It is recognized that the exercise facility services provided in the ROB may take a few more minutes to access than BUEs are currently accustom to. Existing work and break schedules will remain in effect. The Agency recognizes and will be flexible in accommodating reasonable situations that occur which result in slight variations to established schedules.

Section 9. It is recognized that some existing carpools are based at the ROB and these may take a few more minutes to access than BUEs are currently accustom to. Existing work schedules will remain in effect. The Agency recognizes and will be flexible in accommodating reasonable situations that occur which result in slight variations to established schedules.

Section 10. Office supplies comparable to those currently available in the existing offices will be provided in the BASOO space.

Section 11. Bulletin board space comparable in size to that currently used by NATCA will be made available in the BASOO space. NATCA will be responsible for acquiring the bulletin board.

Section 12. The parties agree that all cubicles to be occupied by BUEs shall be at least 8x10 feet in size. Minor variations may be made so long as the minimum square footage is maintained.

Section 13. The floor plan for the BASOO space is defined in Attachment 1 presented by the BASOO management for the Agency to NATCA, and signed by the parties on July 2, 2010.

Section 14. The initial selection of cubicles shall be on the basis of Seniority, as determined by NATCA.

Section 15. The parties agree that the BUEs shall not be held accountable for delays in other work or job duties that are a result of this move. BUE's shall notify their manager of any possible delays in job duties as a result of this move.

Section 16. The parties agree that the Agency shall make every reasonable attempt to provide easy access to fax machines, printers, conference rooms, and other equipment necessary for the BUEs to perform their duties.

Section 17. The parties agree that the BASOO BUEs will have access to restroom facilities in the Providence West Annex building.

Section 18. This section applies to filling individual workspace(s) vacated by BUE(s) or new BUE workspaces within the BASOO space. This section also applies to filling any additional individual workspace(s) to be occupied, by agreement of the Parties, by BUE(s) within the BASOO. This section does not apply to moves involving large groups of BUEs.

(a) Any workspace that is being made available to a BUE shall be offered to the BUEs within the affected branch in order of seniority. The Agency shall ensure that any BUE to whom a space is being offered receives notification. Notified BUE(s) shall be allowed at least three (3) working days from the date of receipt of the notification to respond.

(b) When a workspace is vacated by a BUE that space shall be offered to the BUE's within the affected branch in order of seniority. The Agency shall ensure that any BUE to whom a space is being offered receives notification. Notified BUE(s) shall be allowed at least three (3) working days from the date of receipt of the notification to respond.

(c) The Parties recognize that fulfilling the requirements of paragraphs (a) and (b) above may cause other BUE workspaces to be vacated then filled. After the second such occurrence, which is triggered by the application of paragraph (a) or (b), paragraph (b) need not be followed. This limits the potential "ripple effect" caused by moves, and only pertains to workspace vacancies that are the direct sequential result of a single triggering vacancy.

Section 19. The parties agree that when a BUE changes job assignments from one branch to another, the BUE may or may not be required to move to a vacant cube within their new branch at management's discretion.

Section 20. The parties agree that when a BUE leaves the bargaining unit for temporary assignment(s) outside of the Union that exceeds 180 days, the BUE must vacate their cubical to make it available to BUEs within their branch. Upon returning from their temporary assignment, the BUE will move into a cubical based on their new seniority, see Section 18.

Section 21. When a BUE accepts a permanent position outside of the bargaining unit they must vacate their cubical within 2 weeks of the start of the non-bargaining unit position.

Section 22. The kitchen is identified on the BASOO floor plan Attachment 1. The objective is to provide the following furnishings in the kitchen: refrigerator, microwave, small table, chairs, and a storage cabinet. Additionally, space will be provided for coffee pots and a water cooler. Employees will need to make arrangements for coffee equipment and water cooler if desired.

Section 23. The Parties agree that Sections 3, 4, and 15 of this MOU shall remain in effect until September 30, 2010. The remaining Sections shall remain in effect while BASOO BUEs occupy the space in the Providence West Annex building as depicted on Attachment 1 (Reference Section 13) or the MOU is superseded in a successor Collective Bargaining Agreement, Memoranda of Agreement, or Memoranda of Understanding.

For the Union

7-2-10

Keith Ladderud — Date
NATCA Representative

For the Agency

7-2-10

Angelos Xidias — Date
BASOO Manager

7/2/10

Dino Camporeale — Date
Agency Head Review

Memorandum of Understanding
Between the
National Air Traffic Controllers Association
And the
Federal Aviation Administration

This Agreement is made by and between the National Air Traffic Controllers Association, ("NATCA" or "the Union") and the Federal Aviation Administration ("the Agency"), collectively known as the Parties. This represents the complete agreement of the Parties at the national level concerning the implementation of the proposed changes to the accumulation and use of compensatory time. This MOU covers all bargaining unit employees represented by NATCA.

Section 1. FLSA exempt employees shall be paid for unused compensatory time in accordance with this agreement and FAA policies in effect as of the signing of this agreement. Any changes thereto shall be negotiated in accordance with Article 7 of the Parties Collective Bargaining Agreement.

Section 2. Compensatory time earned by non-exempt employees as of May 14, 2007 must be used within 26 pay periods. Non-exempt employees who fail to use compensatory time within 26 pay periods of when earned shall be paid for the expired compensatory time.

Section 3. Compensatory time earned by exempt employees as of the second full pay period following the signing of this Agreement must be used within 26 pay periods. Exempt employees who fail to use compensatory time within 26 pay periods of when earned shall forfeit the compensatory time unless the failure to take the compensatory time off is due to a leave exigency. If an exigency exists, as defined in this Agreement, the employee shall be paid for the expired compensatory time at the rate at which it was earned.

Section 4. For non-exempt employees, compensatory time earned prior to May 14, 2007, shall be grandfathered for a period of three years. If this time is not used by the end of the pay period ending three years after May 14, 2007, non-exempt employees shall be compensated for the compensatory time. With respect to the grandfathered compensatory time, non-exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency, or departure from the federal service.

Section 5. Compensatory time earned by exempt employees prior to the second full pay period following the signing of this Agreement shall be grandfathered indefinitely. With respect to the grandfathered compensatory time, exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency or departure from the federal service.

Section 6. As of the second full pay period following the signing of this Agreement compensatory time used shall be subtracted from the compensatory time set to expire first.

Section 7. An employee, whether exempt or nonexempt, shall be paid for unused compensatory time under the following circumstances:

(a) The employee is separated or placed in a leave without pay status to perform military service as defined in 38 U.S.C. 4303 and §358.102.

(b) The employee is separated or placed in a leave without pay status because of an on-the job injury with entitlement to injury compensation under 5 U.S.C. Chapter 81.

Section 8. For purposes of administering compensatory time a leave exigency is defined as:

(a) When an employee has requested and been approved to use compensatory time but the manager later withdraws his/her approval and no other leave dates are available to the employee prior to the expiration of the twenty-six pay periods; or

(b) When an employee has made good faith efforts to use the compensatory time prior to its expiration but is denied approval.

Section 9. An employee, at his/her election, may use compensatory time in lieu of sick leave requested due to the incapacitation of the employee. Compensatory time may not be substituted for sick leave taken under family friendly leave policies.

Section 10. The Agency has not proposed a change to the 160 hour maximum amount of compensatory time that is allowed to be carried or to the current practice of paying an employee for compensatory time that exceeds the 160 hour cap.

Section 11. This MOU expires for each bargaining unit upon the expiration of the applicable Collective Bargaining Agreement(s).

For NATCA:

1/30/08
Barry Krasner

1/31/08
Kevin Sills

For the FAA:

Carol McCrarey 1/30/08
Carol McCrarey

MEMORANDUM OF AGREEMENT
Document No. Newspace-1, Revision IR, 7/27/2010
Federal Aviation Administration
(Anchorage Aircraft Certification Office)
And
National Air Traffic Controllers Association – Aircraft Certification
(Anchorage Aircraft Certification Office)

This agreement is made and entered into by and between the National Air Traffic Controllers Association – Aircraft Certification (hereinafter "NATCA" or "the Union") and the Federal Aviation Administration – Anchorage Aircraft Certification Office (hereinafter "the AACO"), collectively referred to as the Parties. The purpose of this agreement is to define the basic requirements for acquiring space for the AACO. This agreement shall not limit the parties right to negotiate other issues not covered by this agreement including space issues outside the AACO.

Article 1.
Minimum Requirements for the AACO in Acquiring Space
1. The parties agree that a minimum total space sought for the AACO shall be 4,531 square feet. The 4,531 square feet is based upon the following assumptions:
   a. 15 total current and future AACO employees and managers.
   b. Large conference room, file room, technical reference library, graphics workstation, storage room, and IT room: 1,364 square feet
   c. 14 employee cubicles, 10 ft by 10 ft each: 1,400 square feet
   d. ACO manager office: 150 square feet
   e. Small conference room, mail/office supply room, ACO visitor entrance, support service area, and storage room: 800 square feet
   f. Circulation space including hallways of 22%: 817 square feet
2. Proximity to natural outdoor lighting via windows will be maximized. Hard-walled offices, conference rooms, and other similar space will not be positioned next to windows or block access to exterior lighting. In order to reduce the affects of Seasonal Affective Disorder, full-spectrum lighting will be used in overhead and cubicle lighting wherever possible.
3. Free parking will be provided for all employees and will include electrical plug-ins. Three visitor spaces will also be available.

Article 2.
Additional Considerations for Acquiring Space Outside the Federal Office Building:
The parties agree that the following are to be considered in acquiring new space outside of the Federal Office Building (Note: This list is not intended to be all inclusive.):
   a. Proximity to cafeteria or alternate facilities.
   b. Adequate space must be provided for parking.
   c. Proximity to shower and exercise facilities.
   d. Security provisions

FOR THE UNION:

Della H. Swartz
NATCA Representative
Anchorage ACO

7/27/10
DATE

FOR THE
ANCHORAGE AIRCRAFT
CERTIFICATION OFFICE:

August A. Asay
Manager,
Anchorage ACO

7/27/10
DATE

Memorandum of Understanding
between the
National Air Traffic Controllers Association
and the
Federal Aviation Administration

This Agreement is made by and between the National Air Traffic Controllers Association ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties." This Agreement represents the complete understanding of the Parties at the national level concerning the Union's participation in the evolution of the safety culture at the FAA, including all aspects of the Safety Management System (SMS).). For the purpose of this agreement, and in accordance with the SMS manual, NATCA will be granted stakeholder status.

Section 1. Whenever management determines to convene a SMS panel at the local, regional or national level to evaluate an issue involving the work of bargaining unit employees represented by NATCA, NATCA, as a stakeholder/Union Representative, shall be invited to participate.

Section 2. When a SMS panel is convened, to the extent practicable, the Union at the appropriate level shall normally be provided with thirty (30) days notice prior to the scheduling of a panel.

Section 3. NATCA stakeholders/Union Representatives shall be in a duty status, if they otherwise would have been in a duty status while participating on a Safety Risk Management Panel (SRMP). When participants are provided with a copy of the issue prior to the scheduled meeting, sufficient time to review the document(s) shall be provided while in a duty status. The Agency will make every reasonable effort to ensure the availability of the Union representative.

Section 4. The Agency shall not be responsible for any cost incurred by stakeholders participating on a SRMP, except the Agency will provide reimbursement of mileage for local travel in accordance with the FAATP or provide a G-car if available.

This Memorandum of Understanding (MOU) expires October 1, 2012.

For the Union: **For the Agency:**

Patricia Gilbert Walt Cochran

5/24/2010
Date

Page 1 of 1

MEMORNADUM OF UNDERSTANDING
BETWEEN
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE
FEDERAL AVIATION ADMINISTRATION

NEW ENGLAND REGIONAL OFFICE RENOVATION SPACE AGREEMENT

This Renovation Space Agreement is entered into by the National Air Traffic Controllers Association (Union or NATCA) and the Federal Aviation Administration (Agency or FAA), collectively referred to as the "Parties." This agreement represents the complete understanding of the Parties for all bargaining units represented by the Union concerning the layout of bargaining unit employee workspace related to the New England Regional Office renovated space. The bargaining units subject to this agreement are covered under the NATCA/FAA Agreement (ARC-ARP-AAM-AGC-ABA), which expires on September 5, 2009, the NATCA/FAA Agreement (Aircraft Certification Services), which expires on September 5, 2009, and the NATCA/FAA Contract (Engineers and Architects), dated August 5, 2007.

By the terms of the Government Services Administration (GSA) Lease Agreement with the current lessor, MA New England Executive Park, LLC (Equity), the Agency is required to develop design specifications for the renovation project. The purpose of this Renovation Space Agreement is to set forth the applicable bargaining unit employee space requirements for the Agency's design specification submission to Equity through GSA as depicted in Attachment 1 "New England Regional Office Space Proposal" dated 04-12-2010.

The parties recognize that the Agency's specifications may be modified through the design and construction process, however the basic requirements for bargaining unit employee work space set forth in this agreement will remain, unless otherwise agreed to by the parties.

Section 1.

In general, there will be 2 work station sizes established: 8'x8' and 8'x10'. In some cases due to building restrictions or a specialized need, work stations may not conform to 8'x8' or 8'x10' but in no case shall be less than 64 square feet. The Parties agree that any bargaining obligation for actual seating assignments within individual work group areas will be addressed at the Line of Business (LOB) level within the New England Regional Office.

NEW ENGLAND REGIONAL OFFICE RENOVATION SPACE AGREEMENT

The requirements for work station size are as follows:

8X10	WORK STATIONS
ATO/Engineering Services/Engineer	*25*
ARP/ANE-600, 610, 620	*17*
ARC/Acquisition/Real Estate/Material/Contracting	*13*
AIR/ANE141,142/Program Manager	*5*
AIR/ANE111/Aerospace Engineer	*4*
AIR/ANE103/FOIA	*2*

8X8
In general all other job descriptions/series

Section 2. Union Office Space

NATCA will be provided an office space of approximately one hundred and fifty (150) square feet.

Section 3. Break Room

The Agency will provide a large main break room on the first floor. In addition to the main break room, the Agency will provide a small coffee/break area of approximately one hundred and fifty (150) square feet on the 2nd, 3rd and 4th floors.

Section 4. Walled Offices

To maximize the amount of natural light to into the office area and with the exception of each organization's senior management office space, most fixed walled offices will be located in the interior of the floor space.

Section 5. 2nd Floor Joint Use Work Room/Training Room

The Parties agree that to leverage the maximum yield of space usage in the ARC/AQS work area on the 2nd Floor, the space represented by the area labeled 402 square foot Work Room/Training on the attached floor plan shall contain a meeting table(s) which will accommodate both traditional conference room usage and information technology (IT) training/briefings without the need of separately setting up and breaking down IT equipment for such usage.

NEW ENGLAND REGIONAL OFFICE RENOVATION SPACE AGREEMENT

Section 6. Effect of Agreement

The Parties agree that this Agreement applies only to the renovation of the New England Regional Office Building located in Burlington, Massachusetts and addresses impact and substance issues specific only to that location during this specific renovation. The Parties further agree that nothing in this agreement shall be used as precedent or is binding in any other matter or negotiation between the Parties at any level at any other location.

Section 7. Duration of Agreement

Once executed, this New England Regional Office Renovation Space Agreement will remain in full force and effect until New England Regional Office Renovations are completed and bargaining unit employees have moved back into their assigned work space.

For the Agency:

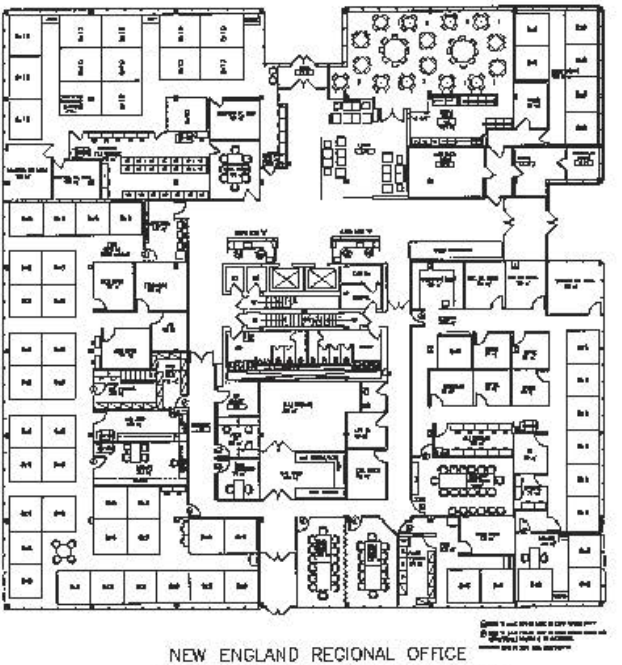
Mark A. Gurod
Date: 4-12-2010

For the Union:

Robert A. Aitken
Date: 4/12/2010

Agency Head Review

Gina M. Raziel
Date: 4/24/10

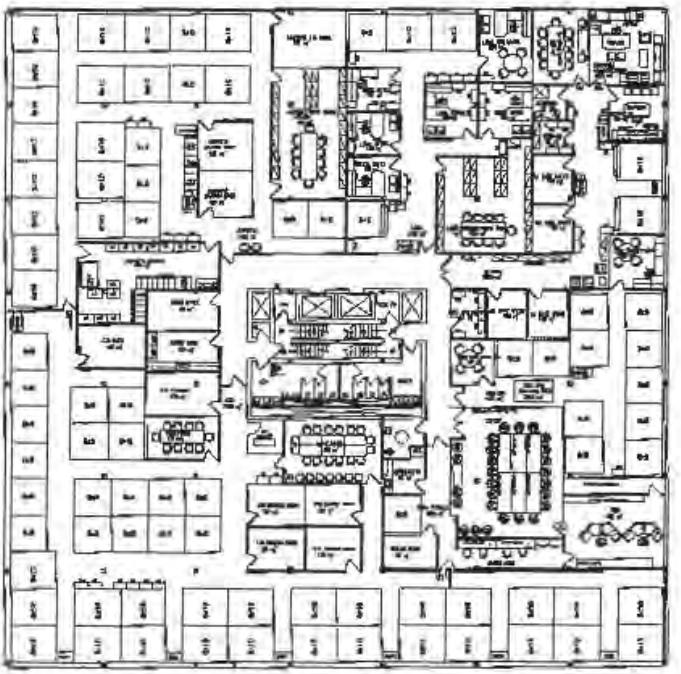


NEW ENGLAND REGIONAL OFFICE
SPACE PLAN PROPOSAL: 4-12-2010
1st FLOOR

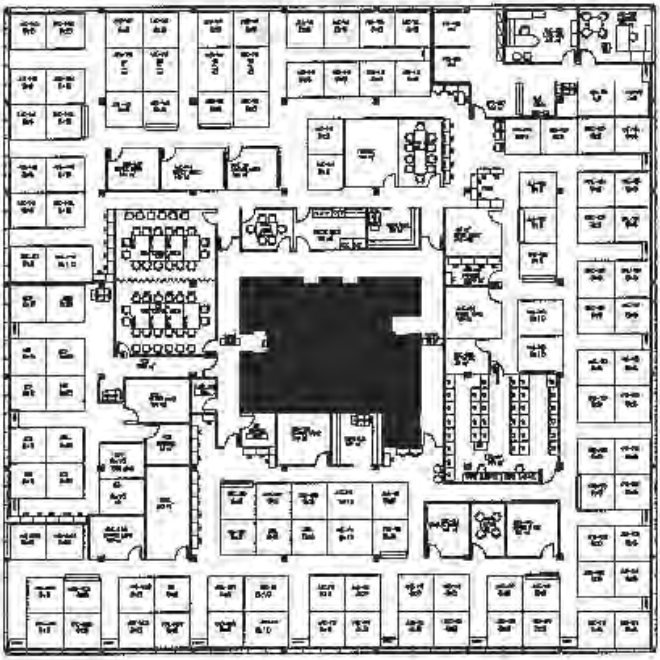
April 12, 2010

pg 1 of 4

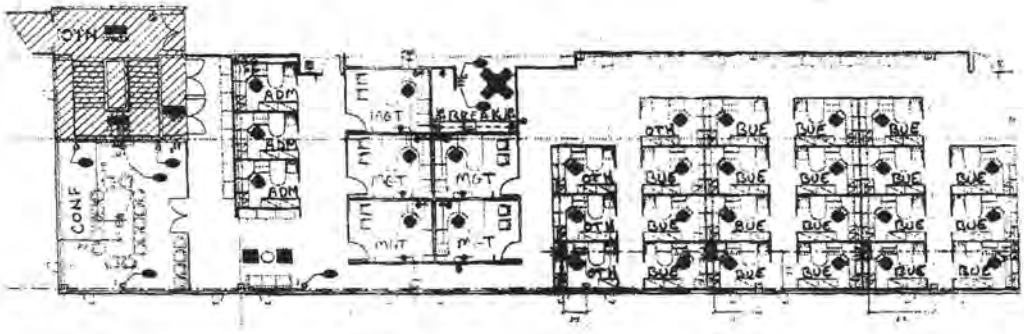
NEW ENGLAND REGIONAL OFFICE
SPACE PLAN PROPOSAL: 4-12-2010
2nd FLOOR



NEW ENGLAND REGIONAL OFFICE
SPACE PLAN PROPOSAL: 4-12-2010
3rd FLOOR



NEW ENGLAND REGIONAL OFFICE
SPACE PLAN PROPOSAL: 4-12-2010
4th FLOOR



Boeing Aviation Safety Oversight Office (BASOO)

Floorplan

Attachment 1

Signed this 7th day of April, 2011.

For the Union:

Dean Iacopelli
Co-Lead Negotiator
National Air Traffic Controllers Association

Bryan Zdonis
Co-Lead Negotiator
National Air Traffic Controllers Association

Scott E. Odle
Aerospace Engineer, Aircraft Certification Svs

Jim Breen
ATC Terminal Automation

Ken Slauson
ARC Computer Specialist

Paul Wills
Drug Abatement Inspector

Roderick T. Nicholson
Southern Region Airports Regional Rep/
Civil Engineer

Allyn Adell Humphreys
NATCA National Office

For the Agency:

Michael Doss
Lead Negotiator
Director, National Collective Bargaining
Division (AHL-300)

Mark Guiod
Executive Lead
Air Traffic Manager (BDL/Y90)

Deborah Christianson
Labor Relations Specialist, National
Collective Bargaining Division (AHL-300)

Kathy Heet
En Route & Oceanic Operations

Merlin G. Pore
Manager, Management Resource Branch
Office of Aerospace Medicine

John C. Brown
Assistant ADO Manager
Orlando Airports District Office

Russell Roberts
Manager, Financial Operations Division
(ABA/AFO)

Gwendolynne O'Connell
Manager, Rotorcraft Directorate (ASW-103)
Aircraft Certification Service

Douglas C. Taylor, PhD
Director of Administration
Regions and Center Operations (ARC-40)

This agreement between the Federal Aviation Administration and the National Air Traffic Controllers Association is approved and is effective April 7, 2011

J. Randolph Babbitt, Administrator
Federal Aviation Administration

Paul Rinaldi, President
National Air Traffic Controllers
Association

ALPHABETICAL LISTING OF ARTICLES

D

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