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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:
 - i. 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;
 - ii. 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;
 - iii. deceive or willfully obstruct any person to withdraw with respect to such person's right to compete for employment;
 - iv. 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;
 - v. 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;

- vi. 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;
- vii. 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;
- viii. 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

- ix. 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.
 - i. 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.
 - ii. 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.
- f. 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.

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.

0049 Staff Support Specialists	594
0062 Engineers and Architects	567
3832 Aviation Technical System Specialists	578

- 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 (CLD)

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 at the facility level agree to meet annually to discuss the recognition and awards program at the local 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 attends to a family member receiving medical, dental, or optical examination or treatment;
- b. make arrangements necessitated by the death of a family member or attends 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	Preceding Friday
	Sunday	Following Monday
Sunday–Monday	Sunday	Following Tuesday
	Monday	Preceding Saturday
Monday–Tuesday	Monday	Following Wednesday
	Tuesday	Preceding Sunday
Tuesday–Wednesday	Tuesday	Following Thursday
	Wednesday	Preceding Monday
Wednesday–Thursday	Wednesday	Following Friday
	Thursday	Preceding Tuesday
Thursday–Friday	Thursday	Following Saturday
	Friday	Preceding Wednesday
Friday–Saturday	Friday	Following Sunday
	Saturday	Preceding Thursday

Scheduled Four-Day Workweek:

Scheduled Days Off	Day Actual Holiday Falls On	Day Observed In Lieu
Sunday	Sunday	Following Wednesday
Monday	Monday	Preceding Saturday
Tuesday	Tuesday	Preceding Saturday
Monday	Monday	Following Thursday
Tuesday	Tuesday	Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday	Tuesday	Following Friday
Wednesday	Wednesday	Preceding Monday
Thursday	Thursday	Preceding Monday
Wednesday	Wednesday	Following Saturday
Thursday	Thursday	Preceding Tuesday
Friday	Friday	Preceding Tuesday
Thursday	Thursday	Following Sunday
Friday	Friday	Preceding Wednesday
Saturday	Saturday	Preceding Wednesday
Friday	Friday	Preceding Thursday
Saturday	Saturday	Preceding Thursday
Sunday	Sunday	Following Monday
Saturday	Saturday	Receding Friday
Sunday	Sunday	Following Tuesday
Monday	Monday	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. The workday of a bargaining unit employee who provides Air Traffic Control operational coverage for a minimum of six (6) hours shall consist of eight (8) consecutive hours.

SECTION 2. On changing to daylight savings 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 HRRM 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 Agency shall respond to requests to change schedules 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. Changes to this procedure may be negotiated at the local level.

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 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, video tape 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
- 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 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/Service Area, as appropriate. 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.

ARTICLE 55

Personal Protective Equipment/Foul Weather Gear (Engineers and Architects Unit Only)

SECTION 1. Personal Protective Equipment (PPE) shall be provided to employees and administered in accordance with FAA Policy, as amended, currently FAA Order 3900.19B, Occupational Safety and Health Program originally issued April 29, 1999, updated to include subsequent chapters March 8, 2006.

SECTION 2. The Agency shall provide safety-toe protective footwear and safety eyewear in accordance with 29 CFR 1910.136 and 29 CFR 1910.133, at no cost to the employee.

SECTION 3. Personal Protective Equipment shall be provided when engineering controls are not adequate to protect employees or when it is necessary by reason of hazards of processes or environment. Hazards of environment may include inclement weather.

Rationale for variance from the standards identified in Section 1602 of FAA Order 3900.19B on protection from thermal stress shall be documented in the Job Hazard Analysis.

SECTION 4. Bargaining unit employees who are assigned resident engineering duties inside of a containment area shall be trained in accordance with OSHA, EPA, state and local regulations in the inspection of the removal of asbestos-containing materials (ACM). No bargaining unit employee shall be required to enter an ACM containment area without first having received training on the use of protective equipment and respirators in accordance with applicable law. Decontamination facilities shall be provided for the use of bargaining unit employees who are exiting a containment area. Lockers for the storage of clothes and personal effects shall be provided while the employee(s) are inside the contained area. All Personal Protective Equipment (PPE) (such as respirators) used by bargaining unit employees shall be provided by the Agency and shall be maintained in serviceable condition.

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 quarter's 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 developed at the National level will be utilized for the Bargaining Units covered by this Agreement.

ARTICLE 62

Voluntary Safety Reporting Program

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 development or inclusion of the bargaining units covered by this Agreement into a Voluntary Safety Reporting Program (e.g. 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

Operational Error/Deviation Investigation, Reporting and Review Board (Staff Support Specialists Only)

SECTION 1. Employees shall be relieved from position as soon as operationally possible when the occurrence of an operational error/deviation is known or suspected. If the Agency determines that an operational error/deviation (OE/OD) may have occurred and any unit employee is to be interviewed by the Investigator-In-Charge (IIC) or any agent of the Agency, the Union representative or his/her designee may be present if the employee so requests. In the event of any operational error/deviation, the principal Union representative or his/her designee shall be notified promptly.

SECTION 2.

- a. Initial Evaluation - Employees shall verbally provide the preliminary information, of which they have knowledge, which is requested by the Agency to make an initial determination as to whether an investigation is warranted. This phase is meant only to determine the need for an investigation and is not investigatory. Therefore, Union representation is not required at this time.
- b. Interim Written Statement - Employees are required to make an interim written statement as soon as possible after an operational

error/deviation. The employee shall be permitted to listen to relevant tape recordings available within the facility prior to making this statement. Union representation of the employee, at the election of the employee, shall be granted at this and later phases of the investigatory process.

- c. Final Written Statement - Employees and their representatives shall be permitted to review any data utilized in the related investigation by the Agency or, if convened, the review board, prior to making a final written statement. An employee may elect to use the interim written statement for this purpose. The final written statement shall supersede any previous oral or written statements. All copies of the employee's statements written prior to the final written statement shall be returned to the employee and shall not be maintained by the Agency.

SECTION 3. The employee and his/her Union representative, if the employee so elects, shall be permitted to review relevant recordings available within the facility before being interviewed by the IIC or any agent of the Agency.

SECTION 4. The determination that an employee has been identified as the primary cause of the operational error ("Controller A") shall be made after consideration of the factors listed in FAA Order 7210.56, paragraph 5-1-5, Investigation Process. When an employee is involved in an operational error/deviation, the Agency may elect not to decertify the employee in accordance with paragraph 5-1-7.

SECTION 5. The employee and the principal Union representative shall be given an entire copy of the facility investigation report when such a report is required by FAA Order 7210.56 concurrently with its submission to the facility manager. If the employee or his/her Union representative do not feel the findings of the facility investigation are correct, they may submit their comments, in writing, to the facility manager within five (5) days of receipt. The facility manager shall consider these comments in his/her deliberations and shall append them to the facility final report.

SECTION 6. At the request of both the employee and the Union, or the IIC, an operational error/deviation review board may be convened by the Air Traffic Manager. If the request is denied by the

Air Traffic Manager, the requesting party(s) will be advised of the reason(s) in writing. The purpose of the board shall be to provide an effective method for investigating and analyzing causal factors so that deficiencies in human, procedural and equipment elements of the air traffic system can be identified and corrected.

SECTION 7. The operational error/deviation review board shall consist of equal representation by bargaining unit employees and the Agency, including a chairman who shall be the IIC. Bargaining unit participants will be designated by the Union. The board shall prepare a facility investigation report as provided in Section 5. Any dissenting opinions shall be attached to the report.

SECTION 8. An employee, with his/her requested Union representative, shall be permitted to review all data available to the board prior to appearing before the board.

SECTION 9. Employees, Union representatives and/or their designee(s) shall be on duty time during the review board proceedings. Union representatives will be on official time for all other purposes of this Article if otherwise in a duty status.

SECTION 10. The employee and the principal Union representative shall be given an entire copy of the review board report concurrently with its submission to the facility manager. If the employee or the Union representative does not feel the findings of the review board are correct, they may submit their comments, in writing, to the facility manager within five (5) days of receipt. The facility manager shall consider these comments in his/her deliberations prior to making a final decision and shall append them to the review board report. If the Agency does not concur with the findings of the OE/OD board, the reasons for non-concurrence will be submitted to the Union representative and employee in writing.

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 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.

**The Following Section Applies to the Engineers
and Architects Unit only:**

SECTION 9. The Agency recognizes that training protocol currently exists for employee career planning, training and professional development. The manual containing the protocol provides guidance for engineer learning plans, desk guide, self-directed study, individual learning accounts, permissible expenditures, distance learning, out-of-agency training, and three (3) year learning plans.

**The Following Sections Apply to the Staff Support Specialist
Bargaining Unit only:**

SECTION 10. If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient training time to attain the level of proficiency he/she had at the time of the interruption, prior to the resumption of the remaining allotted training hours. The employee's evaluations and/or training reports shall be used by the Agency to determine when the employee's former level of proficiency has been re-attained.

SECTION 11. Familiarization trips on duty time by employees to visit other ATC facilities shall be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose.

SECTION 12. Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, he/she shall be notified in writing of the specific areas to be covered and the reasons therefore. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be in accordance with FAA Order 3120.4.

SECTION 13. When a training review board is convened, the Union shall have the opportunity to designate a participant to serve as a member of the board. The purpose of the training review process is to ensure that all opportunities for training success were utilized while maintaining the integrity of the training program in accordance

with FAA Order 3120.4. The review board shall be scheduled at a time and date which is agreeable to all board members. If the Air Traffic Manager does not accept the recommendations of the training review board, he/she shall provide written justification to the board. Probationary employees will be included in this process.

If the employee meets with the training review board, and the employee reasonably believes disciplinary/adverse action may result from such meeting, the employee may be accompanied to the meeting by a Union representative in accordance with Article 6 of this Agreement.

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 WLB-12.3, FAA Telework Program, dated, September 7, 2010.

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. As a matter of normal business, teleworkers should not be required to document every activity, unless all employees have the same reporting requirement. However, managers should address performance issues in the same manner that is used for employees in the office.

SECTION 8. 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.

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 Debriefing 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 and 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 (AMS).

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 cardholder 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 proposed 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 (FSA)

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;
- 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. 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;
- 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 July 1, 2017, 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. Eligible bargaining unit employees will continue to receive the locality pay in addition to Basic Pay and will have their locality pay adjusted annually, consistent with government-wide changes (Title 5) coincidental with the January pay increase. Basic Pay is used to calculate pay actions and then applicable locality pay is applied on the Basic Pay in effect.

SECTION 2. Annual Adjustments to Pay Bands

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

SECTION 3. Annual Pay Adjustments

- a. Each employee will receive an annual increase to Basic Pay equivalent to that provided to other Federal employees in the

annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in January.

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

SECTION 4. Each employee 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 June 2013.

SECTION 5. Incentive Pay. Interim Incentive Pay (IIP) will terminate upon the implementation date of this Agreement. Employees receiving IIP prior to the implementation date of the Agreement shall have the IIP incorporated into his/her Basic Pay at a rate of 8.2%, regardless of position in band.

SECTION 6. Sections 2 and 3a shall apply retroactive to the first full pay period in January 2013 for the employees covered by Appendix B to Article 108.

ARTICLE 108A

SECTION 1. The provisions of this Article apply exclusively to Engineers and Architects (0062), Aviation Technical Systems Specialists (3832), and Staff Support Specialists (0049) bargaining unit employees in Alaska flight service stations and the Alaska Regional Office.

SECTION 2. Pay Setting on Movement From One Position to Another

This Section describes the policies for setting employee's pay upon promotion, reassignment, or demotion within the bargaining units described herein.

- a. 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. When the employee returns to his/her permanent position of record from a temporary promotion, Basic Pay shall be adjusted as if the employee had never left, including all applicable pay adjustments.
- b. 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. When the re-promotion occurs two (2) years or more after a demotion, an employee shall receive an eight percent (8%) increase in Basic Pay or his/her pay shall be set at the minimum of the new pay band, whichever is greater.
- c. Reassignment. When an employee is reassigned, basic pay will remain unchanged.
- d. 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.
- e. 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 Article 108 Section 3, Annual Pay Adjustments.

- (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. Future pay increases will be paid in accordance with Article 108 Section 3, Annual Pay Adjustments.
- (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 Article 108 Section 3, Annual Pay Adjustments.

SECTION 3. 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 4. 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 108B

SECTION 1. The provisions of this Article apply exclusively to Staff Support Specialist (SSS) bargaining unit employees (0049) assigned to terminal and en route facilities, the Air Traffic Control System Command Center (ATCSCC), and the Eastern, Central and Western Area Service Centers.

SECTION 2. Definitions

- a. The Traffic Count Index from the Air Traffic Control Complexity Formula for Terminal and En Route Pay Setting (Appendix H), is used to determine the ATC Facility Level.
- b. SSS Positions: SSS Employees Pay Band shall be defined by the appropriate ATC Facility Level (ATC 5-12) for the assigned facility and the MSS-1 Career Level (Career Level I) in accordance with Section 3.
- c. Transfer is defined as any movement of a CPC/TMC/TMS/MSS-1, to another CPC/TMC/TMS/MSS-1, at the same, lower or higher ATC facility level. This includes bids, swaps and Employee Requested Reassignments. There are four kinds of transfers:
1. Transfer to a higher level facility.
 2. Transfer to a lower level facility.
 3. Transfer to the same level facility.
 4. Either voluntary or involuntary transfer between CPC and MSS-1 position.

Note: On movement from a MSS-1 to CPC or a CPC to a MSS-1 within the same facility, pay remains unchanged

- d. The ATC Facility Pay Level: The ATC pay levels have been established using a traffic complexity and volume formula that computes a Traffic Count Index (TCI) for each air traffic facility in the terminal and en route option.

SECTION 3. MSS-1 Pay Rate and Differentials

- a. MSS-1 Pay Bands are used for SSS employees and are contained in Appendix I of this agreement.

Bargaining Unit Employees shall retain their current Basic Pay and shall have their pay band determined by the ATC Facility to which they are assigned. Field ATC facility levels for Staff Support Specialist range from ATC-5 through ATC -12. Bargaining unit employees assigned to the Air Traffic Control System Command Center (ATCSCC) and Service Centers/Area Offices shall be equivalent to the highest ATC Level facility in the NAS and set at MSS-1 Career Level I.

In complying with this section any bargaining unit employee whose pay is below the MSS-1 pay band minimum for their ATC pay level shall have their pay increased to the band minimum.

- b. COLA Pay/Post Differential: Eligible bargaining unit employees will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.
- c. Locality Pay: Eligible bargaining unit employees will continue to receive Locality Pay as defined by statute in addition to Basic pay and will have their Locality Pay adjusted annually consistent with government wide changes (Title 5) coincidental with the January pay increase. Basic pay is used to calculate pay actions and then applicable Locality Pay is applied on the basic pay in effect.
- d. Premium Pay: Bargaining unit employees will receive all Premium Pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Post Differentials, operational currency, Controller-in-Charge, on-the-job training, meal breaks and any other premiums/differentials in accordance with applicable laws, regulations, and this Agreement. All premium pay and differentials will be earned as an additional percentage rate of the employee's hourly rate of Base pay.

Employees will earn Sunday premium pay at an additional rate of 25% of their hourly rate of Base pay for all hours actually worked on Sunday. Unless otherwise provided for in this Agreement, all employees will earn night differential at an additional rate of 10% of their hourly rate of Base pay for all hours actually worked between 6 p.m. and 6 a.m.

- e. Overtime Pay: Bargaining unit employees will receive Overtime Pay as defined in Article 38 of this Agreement.

- f. An employee who is not required as a condition of employment to be proficient and medically qualified to perform air traffic duties including the separation and control of air traffic; and is so certified, shall be paid premium pay of 1.6% of the applicable rate of base pay for so long as such employee is so certified.

SECTION 4. New Entrant/Reentrant Pay Setting

- a. A New Entrant is a prior or current federal employee who has never been employed by the Agency as a MSS-1/CPC/TMC/TMS or NOTAM Specialist. A New Entrant shall retain their prior or current Federal Pay up to the maximum of the MSS-1 ATC Level Pay Band for their assigned facility. If current pay is below the MSS-1 ATC Level Pay Band minimum pay shall be set at the minimum of the MSS-1 ATC Level Pay Band.
- b. MSS-1 Re-entrant: An individual who is not currently employed as a MSS-1 by the Agency but was previously a MSS-1. All subsequent transfers, promotions and other types of employee movement shall be in accordance with applicable rules, regulations and this Agreement.
 - 1. MSS-1 re-entrant currently employed by the Federal Government will retain current basic pay so long as that rate of pay fits within the established MSS-1 pay band for the facility to which assigned. If current basic pay is below the minimum of the MSS-1 pay band, pay will be raised to the minimum of the MSS-1 pay band. If the current basic pay exceeds the established MSS-1 pay band for the ATC Facility Level, pay will be set at the top of the MSS-1 pay band.
 - 2. MSS-1 re-entrants not currently employed by the Federal Government:

The starting salary for a MSS-1 re-entrant will be set in the MSS-1 pay band of the facility to which the employee is assigned, but in no case will it be higher than the rate of pay held prior to leaving the Bargaining Unit(s), except to raise the pay to the minimum of the MSS-1 pay band. If former pay exceeds the top of the MSS-1 pay band to which assigned, pay will be set at the top of the MSS-1 pay band.

- c. When any employee meets more than one of the criteria in this Section the employee's pay will be initially set using the criteria that provides the employee with the highest pay.

SECTION 5. Transfer Pay Setting

a. MSS-1 Transfer:

For a MSS-1, pay is set as follows:

1. Upon transfer to a higher ATC Level Facility, basic pay is increased to the minimum of the new MSS-1 pay band, or is increased by 6%, whichever is greater, not to exceed the new band maximum, for transfers to a higher level facility up to the level 10 facility. Employees transferring to level 11 or 12 facilities from a level 5 through 10 facility, basic pay is increased to the minimum of the new MSS-1 pay band or is increased by 8%, whichever is greater, not to exceed the new band maximum.
2. Transfers from an ATC -11 to an ATC -12, basic pay is increased to the minimum of the new MSS-1 pay band, or is increased by 6%, whichever is greater, not to exceed the new band maximum.

Note: MSS-1 employees whose current salary exceeds the pay band maximum of the new facility will not receive the percentage increase; their Basic Pay will remain unchanged. If the employee's current Basic Pay is above the pay band maximum at the new facility the employee retains his/her pay with no additional increase to Basic Pay.

3. Upon voluntary transfer to a lower ATC level facility, basic pay is set at the current basic pay if that rate falls within the new MSS-1 pay band. If current basic pay is higher than the top of the new pay band, basic pay is set at the top of the MSS-1 pay band.
4. Upon voluntary transfer to the same ATC level facility, basic pay remains unchanged.
5. Upon involuntary transfer, through no fault of the employee, to a lower ATC Level facility, basic pay is unchanged and the employee shall be granted pay retention in accordance with this agreement.

Note: On movement from a MSS-1 to CPC or from a CPC to MSS-1 within the same facility, pay remains unchanged.

Note: Pay setting for mutual reassignment and hardship transfers are covered under the provisions of Section 5b of this Article.

b. Hardship Transfers and Transfers for Mutual Reassignment:

When a bargaining unit employee is granted a Hardship Transfer (HT) or Transfer for Mutual Reassignment (TMR), pay is set as follows:

1. MSS-1 employees:

a) Transferring to the same or higher ATC Level Facility:

- 1) No change in basic pay. Pay retention may apply.
- 2) If pay is below the MSS-1 pay band at the new facility, basic pay is set at the minimum of the pay band.

b) Transferring to a lower ATC Level Facility:

- 1) If current pay fits into the MSS-1 pay band of the lower level facility, employee retains current basic pay. There is no increase in basic pay as a result of the transfer.
- 2) If current pay is higher than the top of the new MSS-1 pay band, basic pay is set at the top of the new pay band. There is no increase in basic pay as a result of the transfer.
- 3) MSS-1 employees who transfer to a lower ATC Facility Level under the rules in this Section, and who subsequently transfer to a higher ATC Facility Level within 3 years of the effective date of the first transfer, will have pay set under this Section rather than under Section 5a of this Article.

SECTION 6. Bargaining unit employees in a facility whose pay level increases will have their basic pay increased by six percent (6%) for each level the facility is raised, or to the new pay band minimum, whichever is greater. An employee already within his/her pay band shall receive the increases as stated above, however they may not exceed the maximum of their new pay band.

Employees that are already above the new MSS-1 pay band maximum prior to the upgrade shall not receive an increase.

SECTION 7. Bargaining unit employees whose pay level decreases as a result of a future ATC Level downgrade shall be granted pay retention in accordance with this agreement.

- a. Pay Retention: Employees, whose basic rate of pay exceeds the MSS-1 band maximum, shall receive 50% of all annual increases, as an adjustment to basic pay, and 50% will be paid in lump sum. Locality Pay shall always be an adjustment to basic pay.
- b. Facility Level Retention: shall apply for two years commencing on the effective date of the facility level decrease. Employees assigned to the facility on the effective date of the level decrease shall retain the previous higher-level MSS-1 pay band. Transfers and reentrants assigned to the new lower level facility after the effective date shall be paid in accordance with the new applicable MSS-1 pay band.

SECTION 8. Controller Incentive Pay (CIP)

Within sixty (60) days of effective date of the CBA, the Parties will meet to determine how the CIP pool, fixed at \$1,500,000 annually, will be allocated.

In the interim all employees assigned to facilities eligible to receive CIP will receive CIP at the facility-specific CIP rate in effect prior to September 1, 2006.

- All Bargaining Unit Employees assigned to C90 and FAI will receive CIP at the eight percent (8%) level.
- All Bargaining Unit Employees assigned to ACK, ASE and GCN will receive CIP at the ten percent (10%) level.
- Employees are not entitled to any retroactive CIP payments.

The total amount of funds available to pay CIP to all employees in any fiscal year shall be fixed at \$1,500,000.

SECTION 9. Promotions/Demotions.

- a. A Promotion is defined as movement from the MSS-1 position to a MSS-2 or higher position.

Note: movement by a MSS-1 to a higher level ATC facility is not considered a promotion but rather a transfer.

- b. A Temporary Promotion is defined as movement from a MSS-1 to MSS-2 or higher position for a temporary period of time. Consistent with its temporary nature, following the conclusion of a temporary promotion, the BUE's preexisting basic pay will be reinstated as though the employee had never left the bargaining unit position previously assigned. Pay during a temporary promotion has no influence on permanent pay when returned to position of record, regardless of the duration of the temporary promotion.
- c. A Demotion (not applicable within/from MSS-1 career level) is defined as movement from a MSS-2 position or higher into a MSS-1 position.
- d. Voluntary/Involuntary Demotion: When a non-bargaining unit employee is demoted to a MSS-1 position, basic pay is set in the new pay band as if the employee never left their bargaining unit position.

Note — Demotions are not applicable within or from the CPC/MSS-1 career level. Movement by a MSS-1 to a lower level ATC facility is not considered a demotion but rather a transfer.

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 WLB-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. The Parties have developed a program for full participation by the Union to further the development and implementation of NextGen.

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.

ARTICLE 116

Controller-In-Charge (CIC)

Traffic Management Specialist-In-Charge (TMSIC)

Traffic Management Coordinator-In-Charge (TMCIC)

NOTAM Specialist-In-Charge (NSIC)

(Staff Support Specialists Only)

SECTION 1. The CIC/TMSIC/TMCIC/NSIC is intended to provide watch supervision for the continuous operation of a facility or area where a supervisor is not available. Assignments of employees to CIC/TMSIC/TMCIC/NSIC duties are used, when necessary, to supplement the supervisory staff.

SECTION 2. Management direction, guidance and/or goals for the shift shall be conveyed in facility directives and/or during the shift/area position briefing.

SECTION 3. CIC/TMSIC/TMCIC/NSIC premium pay shall paid at the rate of ten (10) percent of the applicable hourly rate of base pay times the number of hours and portions of hours during which a specialist is assigned CIC/TMSIC/TMCIC/NSIC duties. This premium pay is paid in addition to any other premium pay granted for overtime, night, or Sunday work and in addition to hazard pay differential.

SECTION 4. A Union representative shall be a member of the panel designated by the Agency to recommend CIC/TMSIC/TMCIC/NSIC candidates. The panel shall forward its recommendations to the Air Traffic Manager (ATM) or his/her designee for selection. The Agency retains the right to select Controllers-in-Charge, Traffic Management Specialists/Coordinators-in-Charge and NOTAM Specialists-in-Charge.

SECTION 5. When other qualified bargaining unit employees are available, Union representatives shall not be required to perform CIC/TMSIC/TMCIC/NSIC duties.

SECTION 6. Within thirty (30) days of the effective date of this Agreement, Air Traffic Managers shall revalidate facility requirements for CICs and complete a reselection process. Employees who are not selected to be a CIC/TMSIC/TMCIC/NSIC, upon written request, shall be advised in writing of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for the CIC/TMSIC/TMCIC/NSIC position shall be identified.

SECTION 7. At facilities where CIC/TMSIC/TMCIC/NSIC duties are performed, bargaining unit employees shall complete the national CIC/TMSIC/TMCIC/NSIC training course prior to assignment of such duties.

SECTION 8. The Parties at the local level shall negotiate procedures for the equitable distribution of CIC duties.

SECTION 9. During periods when a specialist stands a watch alone in the operational area, CIC/TMSIC/TMCIC/NSIC premium pay is not paid.

SECTION 10. In combined radar/tower facilities, when there is a single specialist on duty in the tower and a single specialist on duty in the TRACON, one shall be designated as the CIC.

SECTION 11. At en route centers and large stand-alone TRACON's where an OMIC and/or FLM stands the mid watch, CIC/TMSIC/NSIC premium pay is not paid for that shift.

ARTICLE 117

On-The-Job-Training

(Staff Support Specialists Only)

SECTION 1. Premium pay shall be paid at the rate of ten percent (10%) of the applicable hourly rate of base pay times the number of hours and portions of an hour during which the employee is

providing on-the-job training while the employee receiving training is directly involved in the separation and control of live traffic or training on a position in the TMU/ATCSCC/USNOF.

SECTION 2. Employees shall be provided time to conduct debriefings as soon as possible following each training session.

SECTION 3. The Agency agrees to supply a current list and updates of all OJTIs to the Facility Representative.

SECTION 4. When other qualified employees are available, Union representatives shall not be required to perform OJT duties.

SECTION 5. A Union representative shall be a member of the panel designated by the Agency to recommend OJTI candidates. The panel shall forward its recommendations to the Air Traffic Manager (ATM) or his/her designee for selection. The Agency retains the right to select OJT instructors.

SECTION 6. Employees who are not selected to be an OJTI, upon request, shall be advised in writing of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for an OJTI position shall be identified.

ARTICLE 118

Position Rotation and Relief Periods

(Staff Support Specialists Only)

The Provisions of this article shall only apply to Staff Support Specialists working in the operational area.

SECTION 1. Employees should not be required to spend more than two (2) consecutive hours performing operational duties without a break away from operational areas. The supervisor is responsible for ensuring that breaks are administered in accordance with this Article.

In any facility where employees routinely spend more than two (2) consecutive hours on position without a break, the NATCA Regional Vice President and the Service Area Director shall meet to develop a plan to address the issue.

SECTION 2. Breaks are defined as a period of time during which no duties are assigned. However, employees are subject to recall. Requests for an employee leaving the facility for short periods of time shall not be unreasonably denied.

SECTION 3. To the extent traffic volume and staffing levels within a facility on a given day permit, position assignments shall be rotated among the qualified employees. The Agency shall seek input from the Union with respect to the rotational plan that the facility will normally follow.

SECTION 4. First priority for breaks shall be given to providing a reasonable amount of time away from the position of operation for meals. In the event the employee is required to work during the fourth (4th) hour through the sixth (6th) hour of their shift without a minimum thirty (30) minute uninterrupted meal break, they shall be compensated at the rate of fifty percent (50%) of one-half of the applicable hourly rate of base pay. If the employee requests and receives the meal break during some other period they will not be eligible for the missed meal premium pay.

SECTION 5. Since position rotation and breaks may be restricted or precluded during shifts with the majority of hours between 2330 and 0630 local time, breaks/assignments to less busy positions shall be accomplished in the last two (2) hours of the shift as soon as operational conditions permit.

ARTICLE 119

Studies of Employees and Their Working Conditions (Staff Support Specialists Only)

SECTION 1. Mass medical and/or psychological study participation by bargaining unit employees shall be on a voluntary basis. All individual medical and/or psychological information acquired by an outside study group and their associates shall be kept strictly confidential. This information shall not be disclosed to the Agency with identification of participating individuals. Publication of data resulting from a controller related study shall not identify individuals and shall be limited to group statistics. This Section does not apply

to time and motion studies. Employees shall not, as a condition of employment, be required to participate in any studies.

SECTION 2. Before entering into a study, the Union and the employees shall receive a document stipulating the conditions under which the study will be conducted and a statement of intent and practice by which data will be held in confidence. The Union shall receive a copy of the study concurrently with its submission to the Agency.

SECTION 3. The Agency shall refrain from any efforts to relate data to any individual participant in such a study.

SECTION 4. Participating controllers or their designated Union representative shall be afforded an opportunity to review and comment, in advance, on any publication based on or derived from such controller studies.

SECTION 5. Any participation in studies shall not adversely affect any compensation, benefits or travel and per diem to which an employee is otherwise entitled.

SECTION 6. All examinations shall be conducted on the employee's duty time.

SECTION 7. The Union may designate a representative to serve as its liaison between a study group and/or the Agency.

SECTION 8. The Agency shall not conduct any study that involves the time and motion measurement of employees or their job performance, without notifying and affording an opportunity for participation by the Union.

ARTICLE 120

Employee Recertification (Staff Support Specialists Only)

SECTION 1. Employee recertification shall be in accordance with FAA Order 7210.56 and FAA Order 3120.4. Employees will be given written notice within five (5) administrative workdays of the specific reasons for decertification.

SECTION 2. Upon request, the employee shall have an opportunity to review the information used in making the determination to place him/her in a training and/or recertification program, and to discuss the reasons for making the determination with his/her immediate supervisor or designee.

SECTION 3. A remedial training plan shall be developed for all performance related recertifications. Included in the remedial training plan shall be the specific reasons for the action and the skill level required for recertification. Remedial training shall normally begin within three (3) administrative workdays of the notice of decertification. The employee will be provided with a copy of his/her remedial training plan. The employee's schedule shall not be changed from his/her regularly assigned shifts until such time as remedial training begins.

SECTION 4. Recertification may be accomplished by individual position or a single action covering multiple positions.

SECTION 5. If further action is necessary, performance deficiencies will be addressed in accordance with Article 20 of this Agreement.

ARTICLE 121

Runway Incursion Prevention (Staff Support Specialists Only)

SECTION 1. The Parties agree that prevention of runway incursions is a top priority and acknowledge the value of Runway Safety Action Team (RSAT) initiatives in addressing runway safety problems/issues.

SECTION 2. At the national level, the Union may designate one (1) representative to serve on the National Runway Safety Action Team.

SECTION 3. At the facility level, the Principal Facility Representative or his/her designee shall be afforded the opportunity to participate in all local RSAT meetings.

SECTION 4. Once the facility Air Traffic Manager is notified of the yearly RSAT schedule, he/she shall notify the Facility Representative.

The Agency shall notify the facility at least thirty (30) days prior to the scheduled RSAT unless an exigency exists.

SECTION 5. The Surface Incident Prevention Plan (SIPP), also known as the Runway Safety Action Plan (RSAP), shall be provided to the NATCA National Runway Safety Representative and the respective Facility Representative concurrently with its submission to the Facility Manager.

ARTICLE 122

Work Assignments Outside Of Geographic Regions (Engineers And Architects Unit Only)

SECTION 1. When the Agency determines that a work assignment outside of the region needs to be filled, the provisions of this article shall apply. These procedures do not apply to temporary work assignments covered by Article 44.

- a. Prior to making an assignment of work outside of the Region, the Agency will assess the assignment and determine the required occupational series and career level.
- b. Based on the assessment, the Agency will determine a pool of candidates consisting of the qualified and available bargaining unit employees.
- c. Volunteers will be solicited from the pool of candidates. The solicitation shall contain the qualifications, if any and the anticipated start date and length of the assignment.
- d. 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. An employee excluded from the pool, shall, upon request, be given a written explanation of the reason for such action.


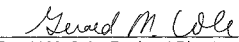
APPENDIX A

Bargaining Unit Certifications

The Agency hereby recognizes the Union as the exclusive bargaining representative of employees of the following bargaining units:

1. 0049 - Staff Support Specialist WA-RP-09-0072
2. 0062 - All Engineers and Architects WA-RP-08-0065
3. 3832 - Aviation Technical Systems Specialists (Series 2186) WA-RP-10-0054

Appendix A-1

		0049
UNITED STATES OF AMERICA BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY		
FEDERAL AVIATION ADMINISTRATION Activity		CASE NO. WA-RP-09-0072
-and-		
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO Exclusive Representative/Petitioner		
-and-		
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO Labor Organization/Interested Party		
CERTIFICATION OF CONSOLIDATION OF UNITS		
In accordance with the provisions of Chapter 71 of Title 5 of the U.S.C. and the implementing Regulations of the Federal Labor Relations Authority:		
Pursuant to authority vested in the undersigned, and 5 U.S.C. 7112(d), I have found that the two bargaining units of the above-named Agency, described in Case No. WA-RP-01-0053 (Certification of Representative, January 7, 2002) and Case No. WA-RP-09-0007 (Certification of Representative, May 26, 2009), should be updated and consolidated.		
IT IS CERTIFIED that the NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO is the exclusive representative of all employees of the above-named Agency in the following consolidated unit:		
Included:	All nonprofessional Staff Support Specialists (series 2152) employed by the U.S. Department of Transportation, Federal Aviation Administration, Air Traffic Organization (ATO), Operations, including En Route and Oceanic Centers; System Operations; the David J. Hurley Air Traffic Control System Command Center (ATCSCC); Terminal Services; and Service Center/Area Offices.	
Excluded:	ATO employees with a direct reporting relationship to FAA Headquarters; professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).	
Dated:	August 24, 2009	FEDERAL LABOR RELATIONS AUTHORITY
		 Gerald M. Cole, Regional Director San Francisco Region
Attachment: Certificate of Service		



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGION

RECEIVED SEP 21 2009

FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C.
(Agency/Petitioner)

and

CASE NO. WA-RP-08-0065

NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION
(Labor Organization/Incumbent)

and

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 26
(Labor Organization/Incumbent)

and

PROFESSIONAL AVIATION SYSTEMS SPECIALISTS
(Labor Organization/Incumbent)

**CERTIFICATION OF REPRESENTATIVE
AND CERTIFICATION OF CONSOLIDATION OF UNITS**

Pursuant to section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify the status of employees who were transferred to three Service Centers in the FAA's Air Traffic Organization following its establishment in June 2006. The National Air Traffic Controllers Association (NATCA) was certified on April 30, 2002, in Case No. WA-RP-01-0106, as clarified on December 21, 2007, in Case No. WA-RP-06-0026, as the exclusive bargaining representative of a majority of the Engineers who transferred to or hired into those Centers in the following unit before it was established:

Included: All professional GS and FG Engineers and Architects employed by the National Airway System (NAS), Engineering Division; all AOS 200 Engineers; all AOS 510 Engineers; and all Aviation System Standards (AVN) Engineers, employed by the Federal Aviation Administration in Regional Airway Facilities Divisions, the National Engineering Support Group (NES) of the Technical Operations Service, Air Traffic Control Facilities, and Service Centers including those assigned to the Mike Monroney Aeronautical Center and the FAA Technical Center.

FLRA Form 58
(Rev. 1/95)

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

NATCA contended that it was the exclusive representative of the Engineers in the Centers, as a result of successorship, and that those employees formed an appropriate unit that should be consolidated into the unit described above. The FAA did not oppose either successorship or consolidation of units. The Parties also sought to amend the description of the unit described above to reflect changes in the names of several of the FAA components identified in the description. A Decision and Order granting NATCA successorship and consolidating the units, with appropriate name changes to the existing unit, was issued today. The Parties waived their respective right to file an application for review of the decision and order.

Pursuant to authority vested in the undersigned,

IT IS CERTIFIED that, pursuant to Chapter 71 of Title 5 of the U.S. Code, NATCA is the representative for purposes of exclusive recognition of employees in the following bargaining unit:

Included: All professional GS and FG Engineers and Architects employed by the Federal Aviation Administration, Air Traffic Organization (ATO) in the ATO Service Areas and Service Centers, including those assigned to the Mike Monroney Aeronautical Center, the FAA Technical Center, and the ATO Technical Operations Service; all Safety and Operations Support Directorate Engineers in the National Airway Systems Engineering Group, WAAS Operations Group, Oklahoma Communications Engineering Team and national Engineering Support Group (NES) of the Technical Operations Service, Air Traffic Control Facilities Office.


Excluded: All other professional GS and FG Engineers and Architects employed and permanently assigned to Washington Headquarters, non-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
Regional Director
Washington Region

Dated: September 14, 2009
Attachment: Service Sheet

FLRA Form 58
(Rev. 1/95)



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
-Agency- Case No. WA-RP-10-0054

-and-

**NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION, AFL-CIO**
-Petitioner/Exclusive Representative

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,

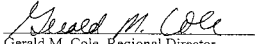
IT IS CERTIFIED that the **NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO** has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 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 aviation technical systems specialists in the 2186 series, including leads, of the Federal Aviation Administration, Air Traffic Organization Service Centers.

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

Dated: October 26, 2010 Federal Labor Relations Authority


 Gerald M. Cole, Regional Director
 San Francisco Region

Attachment: Service Sheet

Normal Points of Contact

1. Staff Support Specialist

- National Level – The Union's National President and/or his/her designee(s) and the Vice President for Management Services and/or their designee(s).
- Service Area/Regional Level – The NATCA Regional Vice President and/or his/her designee(s) and the respective Service Area Director of Operations and/or his/her designee(s).
- Service Center Level – The Union's Principal Representative at the ATO Service Center location and/or his/her designee(s) and the respective Service Center Manager and/or his/her designee(s).
- Alaska Flight Services Information Area Group (AFSIAG) - the National Flight Service Representative and/or his/her designee(s) and the AFSIAG Manager and/or his/her designee(s)
- Local Level - The Union's Representative at each ATO facility/office and/or his/her designee(s) and the respective Facility/Office Manager or his/her designee(s).

2. All Engineers and Architects

- National Level – Engineers and Architect Vice President and/or his/her designee(s) and the Vice President for Technical Operations and/or his/her designee(s).
- Service Area Level (Technical Operations) – The Union Alternate Vice President and/or his/her designee(s) and the respective Service Area Director (Technical Operations) and/or his/her designee(s).
- Service Center Level – The Union's Principal Representative at the ATO Service Center location and/or his/her designee(s) and the respective Service Center Manager and/or his/her designee(s).
- Flight Inspection Services, Operations Support Directorate Level, ATC Facilities Directorate Level – The Union's

Principal Representative and/or his/her designee(s) and the appropriate Director and/or his/her designee(s).

- Regional Level – The Union’s Principal Representative and/or his/her designee(s) and the appropriate local senior level manager(s) and/or his/her designee(s).

3. Aviation Technical Systems Specialists

- National Level - The Union’s National President and/or his/her designee(s) and the ATO Deputy Chief Operating Officer and/or his/her designee(s).
- Line Of Business Level - The NATCA Region X Vice President and/or his/her designee(s) and the Vice President for Mission Support Services and/or his/her designee(s).
- Service Center Level - The Union’s Service Center Representative at each ATO Service Center location and/or his/her designee(s) and the respective Service Center Director or his/her designee(s).

APPENDIX C

Official Time Amounts

In accordance with Article 2, Section 15, each Representative identified below shall be granted the following amounts of official time per pay period:

1. Engineers and Architects

- Four (4) hours per designated representative in each corresponding level as outlined in Appendix B of this Agreement. Should such designated representative be named from outside the respective organizational unit, only two (2) hours shall be granted.

Such time shall be summed into a total block for the Principal Representative or his/her designee to use and/or distribute, as he/she deems necessary, within the pay period.

2. Aviation Technical Systems Specialists and Staff Support Specialists at Service Centers

- Fourteen (14) hours per pay period for each Service Center Representative

3. Staff Support Specialist

Each Principal Facility Representative shall be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties:

- a. nine (9) hours in facilities with 1-20 combined bargaining unit employees;
- b. fourteen (14) hours in facilities with 21-35 combined bargaining unit employees;
- c. eighteen (18) hours in facilities with 36-50 combined bargaining unit employees;
- d. twenty-six (26) hours in facilities with 51-75 combined bargaining unit employees;
- e. thirty-six (36) hours in facilities with 76-150 or more combined bargaining unit employees;

- f. fifty-six (56) hours in facilities with 151 or more combined bargaining unit employees.

For the purposes of this section, “combined bargaining employees” include those listed in Section 1 of this Article and Staff Support Specialists, FG-2152 series, located in terminal and en route facilities, TRACONs, and the David J. Hurley Air Traffic Control System Command Center (ATCSCC).

4. Staff Support Specialist in Alaska Flight Service Stations

Each Principal Facility Representative shall be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties. National Flight Service Representatives shall be granted official time per pay period as specified in g. and h.

- a. nine (9) hours in facilities with 1-20 combined bargaining unit employees;
- b. fourteen (14) hours in facilities with 21-35 combined bargaining unit employees;
- c. eighteen (18) hours in facilities with 36-50 combined bargaining unit employees;
- d. twenty-six (26) hours in facilities with 51-75 combined bargaining unit employees;
- e. thirty-six (36) hours in facilities with 76-150 or more combined bargaining unit employees;
- f. fifty-six (56) hours in facilities with 151 or more combined bargaining unit employees.
- g. eighty (80) hours for the National Flight Service Representative.
- h. Sixteen (16) hours for the Alternate Flight Service Representative.

For the purposes of this section, “combined bargaining employees” include Staff Support Specialists and Air Traffic Control Specialists 2152 series, located in flight service station field facilities in Alaska.

APPENDIX D

MOU Travel Credit Hours

MEMORANDUM OF UNDERSTANDING


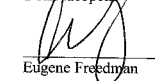
This Memorandum of Understanding (“MOU” or “Agreement”) is made by and between the National Air Traffic Controllers Association (“NATCA” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”), collectively known as “the Parties.”

Unused accrued travel credit hour balances shall not be affected by implementation of the 2012 Collective Bargaining Agreement.


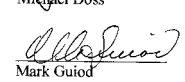
This Agreement represents the complete understanding of the Parties at the national level concerning the impact on travel credit hour balances upon implementation of the 2012 Collective Bargaining Agreement.

This Agreement shall have no precedential value and shall not be used by either party for any reason unrelated to the application, interpretation, and/or enforcement of this Agreement.

For the Union:


Dean Iacopelli

Eugene Freedman

For the Agency:


Michael Doss

Mark Guidic

Date

APPENDIX E

MOU PAR Process

Memorandum of Understanding Between The National Air Traffic Controllers Association And The Federal Aviation Administration

This Memorandum of Understanding (MOU) is made and entered into by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "Parties." This Agreement represents the Parties' clarification of the administration of the Pre-Arbitration Review (PAR) process outlined in Article 9, Section 8 of the Parties 2013 Collective Bargaining Agreement.

Section 1. Nothing shall preclude one of either Parties PAR representatives from observing the proceedings while other representatives are presenting grievances for neutral evaluation. Additional PAR representatives acting as observers shall be by mutual consent. Observers shall not speak or otherwise participate during the proceedings. If either side determines that an observer is being disruptive then they may ask the observer to be excused from the proceedings.

Section 2. No later than 30 days prior to the meeting, the Union shall make every reasonable effort to provide the Agency the names of the designated representatives.

Section 3. If at the PAR meeting, the Parties mutually agree to exclude a grievance from the PAR process, the timeline for the Union to request arbitration shall begin the day after the conclusion of the PAR meeting.

Section 4. The Parties agree that from the date the Union identifies the grievances pending the PAR to the conclusion of the PAR meeting, the Parties may identify local and regional grievances that are the subject of pending National grievances. Such grievances will be withdrawn from the PAR process and held in abeyance utilizing the abeyance template referenced in Section 7 of this MOU and attached.

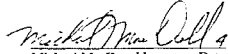
Section 5. The Parties agree that the PAR is inclusive of grievances that arise from within the Aviation Technical Systems Specialists and Engineers & Architects bargaining units. The length and frequency of the PAR meeting shall be in accordance with Article 9 Section 8(a). Nothing in this agreement shall be construed as creating or allowing additional official time entitlements other than is determined by the length of the PAR meeting.

The Staff Support Specialists (SSS) are covered by the provisions of the 2009 Collective Bargaining Agreement PAR process.

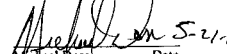
Section 6. The Parties agree to utilize the provisions of Article 9 Section 9(b) when seeking to remove a neutral evaluator from the PAR neutral panel.

Section 7. The Parties agree to utilize the attached forms for the resolution of grievances at the PAR. This shall include the: holding of a grievance in abeyance, settling of a grievance, sustaining of a grievance, remanding a grievance to the local level, withdrawal of a grievance, and PAR Summary Reporting completed and submitted in accordance with the PAR Summary Reporting instructions.

For the Union


Michael MacDonald Date 4-26-13

For the Agency


Michael Doss Date 5-21-13

1. PAR Decision Template
2. PAR Settlement Agreement Template
3. PAR Withdrawal of Grievance(s) Template
4. PAR Sustaining of Grievance(s) Template
5. PAR Remand of Grievance(s) Template
6. PAR Abeyance of Grievance(s) Template
7. PAR Summary Reporting and Instructions

PRE ARBITRATION REVIEW (PAR) DECISION
ARTICLE 9, SECTION 8

NATCA Number: _____ NATCA Presenter(s): _____

FAA Number: _____ FAA Presenter(s): _____

Date of Meeting: _____ Region: _____

Neutral Evaluator's Opinion/Recommendation:

Extension Requested by FAA ☐

Extension Requested by NATCA ☐

For extension, enter date answer due:

Note: Failure to respond by the date answer is due shall constitute a rejection of the Neutral Evaluator's recommendation.

Neutral Evaluators Signature: _____

FAA Accepts Does Not Accept Signed: _____

NATCA Accepts Does Not Accept Signed: _____

The Parties recognize that the party that disagreed with the neutral evaluator's opinion shall incur the arbitrator's fee 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.

NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION, AFL-CIO, (Region)
"Union"

vs.

FEDERAL AVIATION ADMINISTRATION,
(Region)
"Agency"

SETTLEMENT AGREEMENT
Pre-Arbitration Review (PAR)
(Date)

FAA Grievance #:
Union Grievance #:

THIS AGREEMENT is made and entered into by and between the National Air Traffic Controllers Association, hereinafter referred to as the "Union", and the Federal Aviation Administration, hereinafter referred to as the "Agency", and collectively known as the "Parties". This Agreement consists of (X) pages and represents the entire understanding of the Parties for the issues herein addressed.

Insert settlement language.

The terms of this agreement will not establish any precedent, nor will the agreement be used as a basis by the Parties, or any representative organization, to seek or justify similar terms in any subsequent case. This agreement is based solely on the fact circumstances of this case, and cannot be used as comparison in any other case.

This agreement constitutes the complete understanding between the Parties, and the captioned grievance is closed. This agreement does not constitute an admission by any of the parties of any violation of any federal law, rule or regulation.

FOR THE AGENCY:

FOR THE UNION:

Labor Technical Liaison Office Date

NATCA Representative Date

Labor Relations Specialist Date

NATCA Representative Date

Joint PAR Settlement Agreement – Attachment (2) PAR MOU

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"
4
5 vs.
6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"

WITHDRAWAL OF
GRIEVANCE(S)
Pre-Arbitration Review (PAR)

FAA Grievance #:
Union Grievance #:

The Union respectfully withdraws, without prejudice to any interpretive issue(s) consisting therein, the above referenced grievance(s).

FOR THE UNION:

NATCA Representative Date

NATCA Representative Date

Joint PAR Withdrawal of Grievance(s) Form – Attachment (3)

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"
4
5 vs.
6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"

Sustainment Decision
Pre-Arbitration Review (PAR)
(Date)

FAA Grievance #:
Union Grievance #:

This decision is made by the Federal Aviation Administration, hereinafter referred to as the "Agency". The above referenced grievance(s) are hereby sustained and remedy requested granted in full or in part. If the Union is not satisfied with an in part remedy granted by the Agency in the sustainment of a grievance, the Union at the National Level may, within thirty (30) calendar days following receipt of this decision or date answer was due, notify the Director, Office of Labor and Employee Relations that it desires the matter (remedy dispute) be submitted to arbitration in accordance with Article 9 Section 9.

The Agency shall:

Insert remedy language.

FOR THE AGENCY:

Labor Technical Liaison Office Date

Labor Relations Specialist Date

Joint PAR Sustainment Decision – Attachment (4)

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"
4
5 vs.
6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"
10

Remand AGREEMENT
Pre-Arbitration Review (PAR)
(Date)

11
12 **FAA Grievance #:**
13 **Union Grievance #:**
14

15 **THIS REMAND AGREEMENT** is made and entered into by and between the National
16 Air Traffic Controllers Association, hereinafter referred to as the "Union", and the Federal
17 Aviation Administration, hereinafter referred to as the "Agency", and collectively known as
18 the "Parties". This Agreement consists of (x) page(s) and represents the entire
19 understanding of the Parties for the issues herein addressed.
20

21 The Parties agree that the above referenced grievance(s) are hereby remanded to
22 Step 2 of the grievance procedure. If unresolved at Step 2, further processing shall be in
23 accordance with Article 9 Grievance Arbitration procedures.
24

25
26 **FOR THE AGENCY:**

FOR THE UNION:

27 Labor Technical Liaison Office Date NATCA Representative Date
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35 Labor Relations Specialist Date NATCA Representative Date
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Joint PAR Remand Agreement - Attachment (5)

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"
4
5 vs.
6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"
10

ABEYANCE AGREEMENT
Pre-Arbitration Review (PAR)
(Date)

11
12 **FAA Grievance #:**
13 **Union Grievance #:**
14

15 **THIS ABEYANCE AGREEMENT** is made and entered into by and between the
16 National Air Traffic Controllers Association, hereinafter referred to as the "Union", and the
17 Federal Aviation Administration, hereinafter referred to as the "Agency", and collectively
18 known as the "Parties". This Agreement consists of one (1) page and represents the entire
19 understanding of the Parties for the issues herein addressed.
20

21 The Parties agree that the above references cases are subject of National Grievance
22 number XXXXXXXXXX. As such, the parties agree that the above referenced grievance(s)
23 are withdrawn from the PAR process and held in abeyance pending disposition of the
24 national grievance.
25

26 **FOR THE AGENCY:**

FOR THE UNION:

27 Labor Technical Liaison Office Date NATCA Representative Date
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34 Labor Relations Specialist Date NATCA Representative Date
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Joint PAR Abeyance Agreement - Attachment (6)

JOINT FAA/NATCA PAR Summary

Instructions for Completion

The attached PAR Summary Report is to be completed jointly by the Parties no later than 5 business days following the completion of each PAR. Regional AHR PAR representative(s) are responsible to e-mail completed forms to Shelly.Mlakar@faa.gov and NEARVP@Natca.com with a cc to the appropriate NATCA Regional Vice President and John.Covell@faa.gov. Any differences in the results are to be reconciled prior to sending the report.

- (A) **Cases Not Presented – Sustained:** Total number of grievances submitted to PAR and sustained by the Agency without presentation to the neutral.
- (B) **Cases Not Presented – W/D:** Total number of grievances submitted to PAR and withdrawn by the union without presentation to the neutral.
- (C) **Cases Not Presented – Settled:** Total number of grievances submitted to PAR and settled by the Parties without presentation to the neutral.
- (D) **Excluded unheard: Held Pending National Decision:** Total number of grievances submitted to PAR and held in abeyance in connection with a national grievance.
- (E) **Excluded unheard: Not Reached in Available Time:** Total number of grievances submitted to PAR, and not heard due to lack of time.
- (F) **No Opinion – Sustained:** Total number of grievances submitted to PAR and presented to the neutral evaluator but sustained by the Agency prior to an oral or written opinion by the neutral evaluator.
- (G) **No Opinion – W/D:** Total number of grievances submitted to PAR and presented to the neutral evaluator but withdrawn by the Union prior to an oral or written opinion by the neutral evaluator.
- (H) **No Opinion – Settled:** Total number of grievances submitted to PAR and presented to the neutral evaluator but settled by the Parties prior to an oral or written opinion by the neutral evaluator.
- (I) **Opinion: Agency Prevails – W/D:** Total number of grievances submitted to PAR and presented to the neutral evaluator but withdrawn by the Union after an oral or written opinion by the neutral evaluator favors the agency. Note: This is the category for cases where the neutral's opinion favors the Agency and both Parties circle "Accept" on the opinion form.
- (J) **Opinion: Agency Prevails – Settled:** Total number of grievances submitted to PAR and presented to the neutral evaluator but settled by the Parties after an oral or written opinion by the neutral evaluator favors the agency.
- (K) **Opinion: Agency Prevails – Union Rejects:** Total number of grievances submitted to PAR and presented to the neutral evaluator but the Union rejects an oral or written opinion by the neutral evaluator favoring the agency.

Joint FAA-NATCA Instructions for PAR Summary

- (L) **Opinion: Union Prevails – Sustained:** Total number of grievances submitted to PAR and presented to the neutral evaluator where the agency accepts both the findings and the remedy (in whole or in part) of an oral or written opinion by the neutral evaluator favoring the union. Note: This is the category for cases where the neutral's opinion favors the Union and both Parties circle "Accept" on the opinion form.
- (M) **Opinion: Union Prevails – Settled:** Total number of grievances submitted to PAR and presented to the neutral evaluator where the agency accepts the findings of an oral or written opinion by the neutral evaluator favoring the union but negotiates a remedy with the union to close the grievance.
- (N) **Opinion: Union Prevails – Agency Rejects:** Total number of grievances submitted to PAR and presented to the neutral evaluator but the Agency rejects an oral or written opinion by the neutral evaluator favoring the union.
- (O) **Remanded:** Total number of grievances submitted to PAR and, at any stage of the proceedings, remanded to Step 2 by agreement of the Parties for further discussion. The Union's right to appeal the grievance to arbitration in accordance with Article 9.8(i) is preserved if the local parties are unable to resolve the matter.
- Submitted to PAR:** Total number of Grievances submitted to PAR. This must be the sum of categories A through O as defined above.
- The attached summary sheet may be completed manually or by computer using the Excel-based PAR template workbook. Completing it on the computer automatically populates the summary sheet and computes the total number of grievances submitted. Either way, both Parties must endorse the tally, and it must be transmitted as described above. The neutral's signature is not required.

Att.

Joint PAR Summary Reporting Instructions.Attachment (7)

Receives training in the various phases of engineering work as classroom instruction and/or on-the-job training assignments. Conducts routine project activities and technical surveys or

version 11.0

inspections and prepares reports. Work activities typically support the work of other employees and activities of the organizational unit.

Typical Assignments:

Tasks assigned include preparation of simple plans, designs, calculations, costs and bills of material in accordance with established orders, standards, codes and drawings or other specifications.

Level of Responsibility:

Makes few independent technical decisions and these are of a routine nature with ample precedent or clearly defined procedures as guidance.

Supervision Received:

Works under close supervision. Work is reviewed by more experienced engineers for accuracy, adequacy, and conformance with prescribed procedures.

Contacts:

Contacts are primarily internal to the organizational unit with a manager and other employees to share information, provide data and/or written analyses, and to discuss the status of assignments. Limited contact may also occur with the public and contractors, under supervision.

ENGINEERING LEVEL TWO

Duties:

Engineers function at an advanced developmental and training level and receive assignments of moderate scope and complexity, which may be minor phases of broader assignments. Uses a variety of standard engineering methods, techniques, FAA orders, and standard designs in solving problems. Typically requires skill in the use of relevant computer applications. Assists more senior engineers in project accomplishment and performing technical tasks requiring accuracy in calculations, completeness of data, and adherence to prescribed testing, analysis, design, and/or computation methods. Work typically supports the activities of the organizational unit and the project objectives of a major subdivision and line of business (LOB).

Typical Assignments:

Design work of limited scope; inspections; site survey team member; collecting and analyzing data; implementation; performing trend analyses; engineering testing; and recommending improvements to the design and/or operation of systems, equipment, or processes.

Level of Responsibility:

Recommendations are limited to solving routine problems or serving in a support role. Decisions made are normally within established guidelines.

Supervision Received:

Duties are assigned with detailed oral and/or written instructions, clearly outlining methods and procedures to be followed. Results are usually reviewed in detail and technical guidance from more experienced engineers is usually available.

Contacts:

Contacts are primarily internal to the organizational unit, major subdivision, and LOB, with some contact with contractors, customers, and external organizations. Contacts are typically intended to share information, provide data and/or written analyses, and to discuss the status of assignments.

ENGINEERING LEVEL THREE

Duties:

This is the fully qualified engineering level. Develops complex project components in his/her specialized field within an engineering discipline (e.g., civil, electronic, electrical, mechanical, etc.), recognizing the effects on the overall project. Identifies and resolves NAS operational problems within a specialized area (NAVAIDS, RADAR, TELECOMM, COMM, Environmental, etc.). Solving problems requires use of a combination of standard engineering procedures and practices, modification of standard procedures, or methods developed in previous assignments. Typically requires advanced expertise in using relevant computer applications. Participates in planning to achieve prescribed objectives. Demonstrates independence in planning time and using pertinent resources to accomplish multiple assignments or multiple projects. May serve as project manager.

Typical Assignments:

Develops designs based on site investigation; construction inspection; administers FAA contracts and other workforce multipliers; project design/management; prepares specifications and cost estimates, and risk management reports; performs system integration and implementation; reviews contractor work; collects and analyzes data; performs testing and evaluation of systems; writes correspondence and technical reports; recommends improvements to the design or operation of systems, equipment, processes, and provides maintenance support and operations (OPS) program management.

Level of Responsibility:

Makes independent studies, analyses, interpretations and conclusions. Difficult, complex or unusual matters or decisions may require input from others. May provide recommendations to improve work processes. Participates in risk analyses of NAS projects and/or programs which may include formal risk management processes and subsequent risk mitigation measures.

Supervision Received:

Work is not generally supervised in detail. The amount of supervision received varies depending upon the assignment.

Leadership Authority:

Gives technical guidance to less experienced engineers, and/or to technicians assigned to work on a common project. Provides engineering advice and assistance to other engineers, technicians, and contract personnel. Demonstrates interpersonal skills.

Contacts:

Contacts are primarily internal to the organizational unit, major subdivision, and line of business (LOB), with some contact with contractors, customers, and external organizations. Contacts are typically intended to share information, provide data and/or written analyses, and to discuss the status of assignments.

ENGINEERING LEVEL FOUR**Duties:**

Assigned complex and varied engineering assignments requiring definitive familiarity with a broad field of engineering knowledge

as well as the reciprocal effects of his/her assignment on the overall project/program. Assignments require application of in-depth engineering knowledge in planning and conducting projects/programs that requires independent judgment and the ability to coordinate difficult and/or critical activities. Assigned problems require modifying established guides, devising new approaches, applying existing criteria using novel techniques, and drawing conclusions from comparative situations.

Typical Assignments:

Plans, conducts, and coordinates multiple Facility and Equipment (F&E) and Operational (OPS) projects; responsible for preparation of final designs and providing final cost estimates; prepares/coordinates risk management reports to identify and mitigate project risks; is responsible for project/program management; provides technical advice, consultation, and support to customers; reviews design drawings and specifications; analyzes data collected in quality management audits; reviews contractor plans and specifications; negotiates contract modifications; prepares and evaluates engineering studies; plans and implements environmental control programs; performs system integration, maintenance support, testing and evaluation of operational equipment.

Level of Responsibility:

Work is assigned specifying objectives, relative priorities, budget, and critical areas that impact multiple organizational units, but incumbent has latitude to fulfill assignment within broad guidelines. Has broad authority to administer resources for multiple programs.

Supervision Received:

Recommendations reviewed for soundness of judgment but usually accepted as technically accurate and feasible.

Leadership Authority:

Prioritizes and outlines work; provides advice to solve technical problems; reviews work of other engineers for technical accuracy and adequacy. Defines, plans, and organizes assigned resources to accomplish objectives. Allocates resources to accomplish work activities within established schedules. Demonstrates effective interpersonal skills and the ability to positively persuade or influence

others. Provides engineering advice and guidance to the activity's engineers, technicians, and contract personnel.

Contacts:

Contacts are internal and external. Serves as a key engineering point of contact for assigned activities. May be called upon to communicate the overall results of a project/program or work activity to FAA management, the aviation and aerospace industries, and other external parties.

ENGINEERING LEVEL FIVE

Duties:

Requires a comprehensive knowledge of more than one field of engineering, or expertise in a particular field of engineering. Performs short and long range planning of complex or national programs. Makes independent decisions concerning work methods and procedures within an overall program. Requires originality and ingenuity in devising practical and economical solutions to problems. Work activities typically impact one or more major subdivisions, lines of business (LOB), and/or external stakeholders. Incumbent uses general policies and objectives to provide overall guidance for addressing issues, and develops new and innovative approaches to solving problems. Incumbent draws on his/her experience and expertise to solve unusual problems and may create new solutions and interpret policy, as the situation requires. Defines, organizes and identifies resources necessary to accomplish organizational objectives. Formulates and recommends organizational positions on projects/policies/issues to senior management.

Typical Assignments:

Assignments require comprehensive knowledge and experience extending across functional and/or organizational lines. Typical assignments may include responsibility for high visibility, exceedingly complex Facility and Equipment (F&E) and Operations (OPS) or national program management; scheduling and organizing all phases of the respective program; controlling respective program budget; giving and amending policy guidance and providing technical advice to others, both internally and externally; developing and maintaining relationships with customer management to ensure a high level of

satisfaction; integration of systems; coordinating disciplines within a technical office; analyzing and testing of operational equipment. Activities typically impact directly or impact the objectives of one or more line(s) of business, often impact on the objectives of the FAA, and may affect the aviation industry. Works with senior management to identify and jointly resolve problems.

Level of Responsibility:

Decisions are not usually subject to engineering review including the development of new and innovative approaches. Takes whatever action is necessary to expedite the successful accomplishment of an activity with national significance.

Supervision Received:

Work is assigned only in terms of broad objectives to be accomplished, and is only reviewed for policy impact, soundness of approach, and general effectiveness.

Leadership Authority:

Coordinates work programs and directs use of equipment, materials and funding. Defines, plans, and assembles assigned resources to accomplish organizational objectives. Prepares outlines of strategies to address more difficult problems and methods. Provides guidance and instruction both internally and externally to address diverse complex issues which often cross multiple project/programs or functional/technical areas. Demonstrates effective interpersonal skills and the ability to positively persuade or influence others. May exercise authority over a small group of highly qualified personnel engaged in complex applications.

Contacts:

Contacts are internal and external. Often represents FAA as the senior point of contact for projects, programs, and other work activities. Communicates results to all levels internally (within LOB or across LOBs) and externally. Presents briefings to obtain consensus/approval on policies, strategies and plans. Coordinates critical and significant activities with representatives of external organizations.

OCCUPATIONAL SERIES DEFINITIONS

FV-801 General Engineering - This series includes all classes of positions the duties of which are to advise on, administer, supervise, or perform research or other professional and scientific work of a special or miscellaneous character which is not specifically classifiable in any other engineering series, but which involves the application of a knowledge of such engineering fundamentals as the strength and strain analysis of engineering materials and structures, the physical and chemical characteristics of engineering materials such as elastic limits, maximum unit stresses, coefficients of expansion, workability, hardness, tendency to fatigue, resistance to corrosion, engineering adaptability, engineering methods of construction and processing, etc.; or positions involving professional work in several branches of engineering.

FV-803 Safety Engineering – This series covers positions that require the performance of professional engineering work to eliminate or control hazardous conditions resulting from human error, equipment and machine operations that may lead to injury to persons and damage to property. The work requires the application of: (1) advanced mathematical techniques; (2) professional engineering principles, methods, and techniques; (3) safety related elements of the physical sciences, ergonomics, psychology and physiology; and (4) safety principles, standards, practices, and analytical techniques.

FV-808 Architecture – This series includes positions the duties of which involve professional architectural work which typically requires: (a) knowledge of architectural principles, theories, concepts, methods, and techniques; (b) a creative and artistic sense; and (c) an understanding and skill to use pertinent aspects of the construction industry, engineering and the physical sciences related to the design and construction of new or the improvement of existing buildings.

FV-810 Civil Engineering – This series includes professional positions in the field of civil engineering, typically requiring application of general knowledge of the physical sciences and mathematics underlying engineering, and specialized knowledge of (a) mechanics of solids, particularly of soils, (b) hydraulics, (c)

theory of structure, (d) strength of materials, (e) engineering geology, and (f) surveying. Positions in this series have responsibility for management, supervision or performance of (1) planning, designing, constructing, and/or maintaining structures and facilities that provide shelter, support transportation systems, and control natural resources; (2) investigating, measuring, surveying and mapping the earth's physical features and phenomena; and (3) research and development activities pertaining to (1) or (2).

FV-819 Environmental Engineering – This series includes positions that involve professional engineering work to protect or improve air, land, and water resources in order to provide a clean and healthful environment. Such work requires the application of (a) professional knowledge of the principles, methods, and techniques of engineering concerned with facilities and systems for controlling pollution and protecting quality of resources and the environment, and (b) an understanding of and the ability to utilize pertinent aspects of chemistry, biological sciences, and public health that pertain to the control or elimination of pollutants.

FV-830 Mechanical Engineering – This series includes professional positions in the field of mechanical engineering typically requiring the application of thermodynamics, mechanics, and other physical, mathematical and engineering sciences to problems concerned with the production, transmission, measurement, and use of energy, especially heat and mechanical power.

FV-850 Electrical Engineering – This series includes professional engineering positions which require primarily application of knowledge of (a) the physical and engineering sciences and mathematics, (b) electrical phenomena, and (c) the principles, techniques, and practices of electrical engineering. The work pertains primarily to electrical circuits, circuit elements, equipment, systems, and associated phenomena concerned with electrical energy for purposes such as motive power, heating, illumination, chemical processes, or the production of localized electric or magnetic fields.

FV-854 Computer Engineering - This series covers professional engineering positions that require primarily the application of knowledge of: (1) fundamentals and principles of professional

engineering; (2) computer hardware, systems software, and computer system architecture and integration; and (3) mathematics, including calculus, probability, statistics, discrete structures, and modern algebra. The work pertains primarily to the research, design, development, testing, evaluation, and maintenance of computer hardware and software systems in an integrated manner.

FV-855 Electronics Engineering – This series includes professional engineering positions which require primarily application of knowledge of (a) the physical and engineering sciences and mathematics, (b) electronic phenomena, and (c) the principles, techniques, and practices of electronics engineering. The work pertains primarily to electronic circuits, circuit elements, equipment, systems, and associated phenomena concerned with electromagnetic or acoustical wave energy or electrical information for purposes such as communication, computation, sensing, control, measurement, and navigation.

FV-861 Aerospace Engineering – This series covers professional aerospace engineering positions involved in planning, research, development, design, test and evaluation, analysis, production, fabrication, operation, type certification, and/or maintenance of aerospace vehicles or integrally associated equipment. It also includes positions involved in investigating phenomena encountered in aerospace flight, monitoring and analyzing unknown or unfamiliar aerospace vehicles, piloting aerospace vehicles, developing aviation safety standards and regulations, and positions providing staff leadership and guidance related to aerospace engineering programs. The work requires application of scientific and engineering principles in the field of aeronautics and astronautics, such as aerodynamics, aeroacoustics, astrodynamics, computational fluid dynamics, fluid mechanics, flight dynamics, flight structures, thermodynamics, flight propulsion, and energy conversion and use.

APPENDIX G

Promotion Criteria for Engineers and Architects

SECTION 1. Employees are encouraged to develop new skills and update current skills to improve accomplishment of tasks and prepare for greater responsibilities. Professional experience is developed through non-routine engineering work that requires and is characterized by professional knowledge of engineering; professional ability to apply such knowledge to engineering problems.

SECTION 2. The Agency and the Union agree that the identified knowledge, skills, and abilities (KSAs) necessary for promotion can be attained in many ways, for example; formal and informal training, professional development, specialized experience, and other learning activities.

SECTION 3. Definitions

Engineer Development Plan: A plan that constitutes the recommended learning and training activities that will provide the knowledge, skills, and abilities to prepare bargaining unit employees for the next higher career level.

Professional Development Hours (PDH): One (1) PDH is equivalent to one (1) contact hour of instruction or presentation. A total of eight (8) PDH's is the maximum that can be earned for an 8:00 a.m. to 5:00 p.m. seminar with a one (1) hour meal break.

Professional Development Conversion Chart:

One semester hour of graduate engineering college credit	30 PDH
One quarter-hour of graduate engineering college credit	20 PDH
One professional engineering continuing education credit (CEU)	10 PDH
One nominal contact hour of acceptable professional development education in course work, seminars or professional or technical presentations made at meetings, conventions or conferences	1 PDH

Selected Quality Ranking Factors: Additional special requirements that could be expected to significantly enhance the effectiveness of the person selected for the position but, unlike selective factors, are not essential for satisfactory performance.

Selective Factors: KSA's that are essential for successful job performance and cannot reasonably be acquired on the job during the period of orientation/training customary for the position filled. Candidates not possessing a selective factor are not considered further for a position.

Specialized Experience: Experience that equipped the employee with the particular knowledge, skills, and abilities (KSA's) to successfully perform the duties of the position, and that is typically in or related to the work of the position to be filled.

SECTION 4. Engineer Promotion Criteria

The Agency has established the following promotion criteria for the bargaining unit:

An engineer in the bargaining unit shall be promoted noncompetitively to the fully qualified Engineering Level 3 upon meeting these promotion criteria, demonstrating satisfactory performance, and receiving supervisory recommendation that the employee is capable of performing satisfactorily at the next level.

Promotions to Engineering Level 4 and above shall use competitive procedures in accordance with Article 42 or Article 43 of this Agreement.

Professional development credits/activities can be applied either to the Engineering Development Plan Elements or Professional Development Hours, but not both.

a. Promotion from Level 1 to Level 2

Promotions to Engineering Level 2 shall be noncompetitive. In order to be eligible for promotion to Engineering Level 2, an employee must satisfy the following minimum criteria:

- (1) Fifty-two (52) weeks specialized experience at Engineering Level 1; or

- (2) Demonstrated knowledge, skill, or ability in ten (10) elements of the Engineer Development Plan 1; or
- (3) Demonstrated knowledge, skill, or ability in seven (7) elements of the Engineer Development Plan 1 and successful completion of one hundred eighty (180) cumulative, engineering PDH's.

b. Promotion from Level 2 to Level 3

Promotions to Engineering Level 3 shall be noncompetitive. In order to be eligible for promotion to Engineering Level 3, an employee must satisfy the following minimum criteria:

- (1) One hundred four (104) weeks specialized experience at Engineering Level 2; or
- (2) Twenty-six (26) weeks specialized experience at Engineering Level 2, current Professional Engineering Licensure, and demonstrated knowledge, skill, or ability in six (6) elements of the Engineer Development Plan 2 ; or
- (3) Demonstrated knowledge, skill, or ability in fifteen (15) elements of the Engineer Development Plan 2. Demonstration of the elements "Project Management" and "Leadership/Team Leader Training" is mandatory; or
- (4) Demonstrated knowledge, skill, or ability in eight (8) elements of the Engineer Development Plan 2 and successful completion of four hundred fifty (450) cumulative, engineering PDH's. Demonstration of the elements "Project Management" and "Leadership/Team Leader Training" is mandatory.

c. Promotion from Level 3 to Level 4

Promotions to Engineering Level 4 shall use competitive procedures in accordance with Article 42 or Article 43 of this Agreement. Selected quality ranking or selective factors may apply.

In order to be eligible for promotion to Engineering Level 4, an employee must have a minimum of fifty-two (52) weeks of specialized experience at Engineering Level 3.

d. Promotion from Level 4 to Level 5

Promotions to Engineering Level 5 shall use competitive procedures in accordance with Article 42 or Article 43 of this Agreement. Selected quality ranking or selective factors may apply.

In order to be eligible for promotion to Engineering Level 5, an employee must have a minimum of fifty-two (52) weeks of specialized experience at Engineering Level 4.

SECTION 5. Architect Promotion Criteria (FV-808)

An Architect in the bargaining unit shall be promoted noncompetitively to the fully qualified Engineering Level 3 upon meeting these promotion criteria, demonstrating satisfactory performance, and receiving supervisory recommendation that the employee is capable of performing satisfactorily at the next level.

Promotions to Engineering Level 4 and above shall use competitive procedures in accordance with Article 42 or Article 43 of this Agreement.

Professional development credits/activities will be applied either to the Engineering Learning Plan Elements or Professional Development Hours, but not both.

a. Promotion from Level 1 to Level 2

Promotions to Engineering Level 2 shall be noncompetitive.

In order to be eligible for promotion to Engineering Level 2 an employee must satisfy the following minimum criteria:

- (1) Fifty-two (52) weeks specialized experience at Engineering Level 1; or
- (2) Demonstrated knowledge, skill, or ability in seven (7) elements of the Engineer Development Plan 1 and successful completion of one hundred eighty (180) cumulative, technical PDH's.

b. Promotion from Level 2 to Level 3

Promotions to Engineering Level 3 shall be noncompetitive.

In order to be eligible for promotion to Engineering Level 3 an employee must satisfy the following minimum criteria:

- (1) One hundred four (104) weeks specialized experience at Engineering Level 2; or
- (2) Fifty-two (52) weeks specialized experience at Engineering Level 2, current licensure as a Registered Architect, and demonstrated knowledge, skill, or ability in six (6) elements of the Engineer Development Plan 2; or
- (3) Demonstrated knowledge, skill, or ability in eight (8) elements of the Engineer Development Plan 2 and successful completion of four hundred fifty (450) cumulative, technical PDH's.

c. Promotion from Level 3 to Level 4

Promotions to Engineering Level 4 shall use competitive procedures in accordance with Article 42 or Article 43 of this Agreement. Selected quality ranking or selective factors may apply.

In order to be eligible for promotion to Engineering Level 4, an employee must have a minimum of fifty-two (52) weeks of specialized experience at Engineer Level 3.

d. Promotion from Level 4 to Level 5

Promotions to Engineering Level 5 shall use competitive procedures in accordance with Article 42 or Article 43 of this Agreement. Selected quality ranking or selective factors may apply.

In order to be eligible for promotion to Engineering Level 5, an employee must have a minimum of fifty-two (52) weeks of specialized experience at Engineering Level 4.

ATC Complexity Formula for Terminal
and En Route Pay Setting

Appendix A

Complexity Formula for Pay Setting

Air Traffic Control

*Complexity Formula for
Terminal and En Route
Pay Setting by Facility*



June 2009

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Terminal and En Route

STATEMENT OF COVERAGE

This pay setting standard is limited to the employees covered by the collective bargaining agreement between NATCA and the FAA for Air Traffic Control Specialists (ATCSs), Traffic Management Coordinators/Specialists (TMC/Ss), and NOTAM Specialists (NOTAMs).

Note: When terminal and en route air traffic control specialists are temporarily assigned to uncovered positions, their position of record remains covered by this complexity formula for pay setting standard.

FUTURE ADJUSTMENTS TO THE EVALUATION CRITERIA

Because of the many variables which may affect the difficulty and complexity of air traffic control work (such as future technological changes, changes in the aviation industry and modification or extension of air traffic control services), it may be necessary to periodically adjust the air traffic density and complexity measures for different categories of facilities.

While there is currently a linkage of the conceptual descriptions of the various facility pay setting levels with their associated index ranges, this linkage is not expected to last indefinitely. The continued validity of this linkage will be regularly assessed by NATCA and FAA. The Parties will negotiate changes to the complexity formula and/or facility pay levels resulting from data source changes used in determining facility traffic count indices and facility pay levels. No changes to facility pay levels due to data source changes will be implemented until negotiations have been completed.

APPLICATION OF COMPLEXITY FORMULA FOR PAY SETTING

The complexity formula for pay setting applies to each facility as a whole.

Facility complexity-formula-based pay levels (breakpoints) are provided in Appendix 1. Employees' pay is set in accordance with Article 108 of the Parties' Collective Bargaining Agreement and the pay level of the facility to which the employee is assigned.

PART I - TERMINAL FACILITIES

CATEGORIES OF AIR TRAFFIC CONTROL TERMINALS

There are six categories of ATC terminals that have been classified by the FAA. They have been identified by the control services provided. Any changes to these classifications require

appropriate negotiations in accordance with the Parties' collective bargaining agreement:

1. TOWER WITHOUT RADAR;
2. COMBINATION NON-RADAR APPROACH CONTROL AND TOWER WITHOUT RADAR;
3. TOWER WITH RADAR;
4. COMBINATION RADAR APPROACH CONTROL AND TOWER WITH RADAR;
5. TERMINAL RADAR APPROACH CONTROL (TRACON);
6. COMBINED TRACON FACILITY.

THE INFLUENCE OF ENVIRONMENTAL AND OPERATIONAL COMPLEXITY FACTORS

These factors are:

- The varying mix in speed and performance characteristics of aircraft using the airport or transiting airspace under the control of the terminal;
- The airport configuration in terms of runway and taxiway layout, lengths and capacities;
- Provision of control services for secondary airports;
- Proximity of other airports;
- Class of airspace;
- Weather observation responsibilities;
- Terrain;
- Interaction with foreign countries; and
- Military operations.

The influence on the level of difficulty for pay setting varies depending on the kind of complexity, the category of terminal, and the level of stress associated with the control work at that terminal. Because many of these factors are static in nature and only become dynamic as air traffic congestion increases, they are considered in relation to varying levels of air traffic congestion. For example, the most complex runway configuration poses few or no problems to controllers at terminals with very light air traffic. However, it has a significant impact on the overall complexity of a controller's position at higher levels of air traffic congestion. The

difference in air traffic congestion and other complexity factors is recognized in the complexity criteria discussed in the section titled "Weighting and Modifying the Traffic Count to Reflect Complexity."

THE INFLUENCE OF TRAFFIC CONGESTION ON COMPLEXITY

It is the level of sustained congestion of air traffic that is significant, rather than the total annual volume of air traffic handled by a terminal. For example, aircraft which are permitted to practice touch-and-go or stop-and-go landings during periods of very light air traffic may contribute significantly to the annual volume of operations handled by a terminal. Usually such operations performed under these conditions have little influence on the overall difficulty and complexity of the control environment.

Therefore, it is not the total annual volume of control operations that primarily influences the level of complexity of terminal positions. It is the level of congestion of air traffic which controllers must handle on a sustained basis that has the most significant influence on the complexity of these positions.

The specific methods used to measure level of air traffic congestion at the various terminals are described in detail in the section titled "Sustained Traffic Index."

COMPLEXITY FORMULA

SUSTAINED TRAFFIC INDEX

Most terminals experience their busiest air traffic during the day and evening hours with operations declining sharply during the very late evening and early morning hours. Operations at individual terminals also vary from day-to-day and during different seasons of the year. For example, a tower without radar generally experiences its busiest air traffic during weekends in the summer, and its lightest air traffic on weekdays and during the winter months.

The formula below addresses these daily and seasonal variances in air traffic by putting them in proper perspective in developing the sustained traffic index. It measures the busiest air traffic periods while also recognizing the influence of sustained levels of air traffic on the terminal facility.

The segment of the work year measured is the busiest 1,830 hours and the next busiest 1,830 hours in terms of total aircraft handled in a consecutive 365 day period. The use of 1,830 hours is based on the realization that at most facilities the greatest concentrations of air traffic occur during 10 hours, rather than 12 hours, 16 hours, or the full period a facility is open over a 24-hour day. Half the days in a year (183) are multiplied by the 10 hours to derive 1,830 hours.

In those facilities where there is very little decline in air traffic levels between the busiest 1,830 hours and the second busiest 1,830 hours, the count is adjusted to reflect the sustained level of air traffic. In those facilities where there is a substantial difference between the peak and the next level of air traffic (i.e. the second busiest 1,830 hours) the count is adjusted to reflect that the

high level of air traffic is not sustained.

The formula for measuring the facility's sustained traffic index (D_t) is:

$$D_t = 1 + (C_{av2} / C_{av1})$$

The formula for deriving the facility's Traffic Count Index is:

$$D_t \times W_{av1} = \text{Traffic Count Index}$$

where:

C_{av1} is the average unweighted hourly count for the busiest 1,830 hours

C_{av2} is the average unweighted hourly count for the second busiest 1,830 hours

W_{av1} is the modified average weighted hourly count for the busiest 1,830 hours.

FLIGHT OPERATIONS COUNTED

All types of flight operations at terminals are counted in computing the average weighted hourly count. All VFR and IFR aircraft arriving or departing an airport are counted, including low approaches, stop-and-go or touch-and-go operations, practice instrument approaches, and missed approaches. All overflights which transit the terminal's airspace, VFR advisories, and other required special VFR (SVFR) services are counted.

WEIGHTING AND MODIFYING THE TRAFFIC COUNT TO REFLECT COMPLEXITY

As pointed out earlier, varying weights are assigned to different flight operations to recognize the difference in the complexity of the facilities related to the different operations, and the weighted air traffic count is further modified to recognize other factors which significantly influence the level of complexity of the facility.

I. TOWER WITHOUT RADAR

For each average hour of operation (i.e. the 1830 busiest hours divided by 1830):

- A. Each IFR/SVFR arrival, departure or VFR practice instrument approach count is given a weight of 1.50.
- B. Each VFR itinerant or local arrival or departure count is given a weight of 1.00.
- C. The hourly counts for (A) and (B) are added together to obtain the combined arrival and departure count at the primary airport.

- D. This combined itinerant and local hourly operations count is then multiplied by a runway factor:

1. 1.15 if the airport has crossing runways.
2. 1.10 if the airport has converging runways.
3. 1.05 if the airport has a single runway, including parallel runways that are separated by 2500 feet or less.
4. 1.00 if the airport has parallel runways.

(Note: If two or more configurations exist at one airport, the highest multiplier shall be used; if a runway is not in a commissioned status as defined in the Airport / Facilities Directory it should not be considered in determining runway configuration.)

- E. Each IFR/SVFR overflight count is given a weight of 1.25.
- F. Each VFR overflight count is given a weight of 1.00.
- G. The hourly counts for (D), (E) and (F) are added together to obtain the average weighted hourly count.
- H. For each day, and the prior 364 days (i.e. use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (G). This will yield the military add-on count. (Example: The military air traffic count equals 20% of the total air traffic count; (G) = 100). The formula is:

$$(.2 / 4 = .05 \times 100 = 5)$$

Note: Until appropriate automation capabilities are established, the military mix calculations will be based on the most recent yearly APO/OPSNET data available.

- I. For each day, and the prior 364 days (i.e. use a 365 day count) calculate:
 1. The percent of total air traffic that is:
 - a. air carrier and military traffic combined
 - b. general aviation traffic
 - c. air taxi traffic
 2. Note: Until appropriate automation capabilities are established, the aircraft mix calculations will be based on the most recent yearly APO/OPSNET data available. Determine which of the two (i.e. air carrier and military traffic combined

or general aviation traffic) constitutes a lower percentage of the total air traffic.

3. Add the air taxi traffic to the lower of the two (i.e. air carrier and military traffic combined or general aviation traffic).
4. After adding the air taxi traffic to either the air carrier and military traffic combined or general aviation traffic, calculate the percent traffic mix of the two categories of air traffic (i.e. the one including air taxi and the one excluding air taxi).
5. Take the lower percentage of the two figures derived in (4) above and divide it by four, then multiply by the average weighted hourly count derived in (G). This will yield the traffic mix add-on count.

Example:

- a. air carrier and military traffic combined = 58%
- b. general aviation traffic = 32%
- c. air taxi traffic = 10%
- d. i. general aviation (32%) + air taxi (10%) = 42%
- ii. air carrier + military = 58%
- e. The lower of the two percentages (4a or 4b) = 42%
- f. Average weighted hourly count (G) = 100
- g. $.42 / 4 = .105$ x 100 = 10.5

J. Each facility:

1. If Class B airspace = 25%; if Class C airspace = 10%; if Class D airspace = 0%.

(Note: If two or more classes of airspace exist, the highest multiplier shall be used.)

2. If it has ASOS = .5%
3. If it has LAWRS = 1%
4. If it has terrain within its airspace that is 4000 feet or greater above its primary airport field elevation = 5%
5. a) If it has adjacent airspace to and interacts with one (1) foreign

country = 1%

- b) If it has adjacent airspace to and interacts with two (2) foreign countries = 2%
- c) If it has adjacent airspace to and interacts with three (3) or more foreign countries = 4.5%.
6. If it has 300,000 total facility operations or more and is 10 miles or less from other airports with 300,000 total facility operations or more, for each such airport = 2.5%.

Add all applicable percentages in (J) 1 through 6 and then multiply that total percentage by the average weighted hourly count derived in (G). This will yield the facility profile add-on count.

Example:

1. Class D airspace = 0%
2. ASOS = .5%
3. LAWRS = 1%
4. Terrain = 5%
5. Foreign country (2) = 2%
6. Airport proximity = 0%
7. Total = 8.5%
8. Average weighted hourly count (G) = 100
9. $.085 \times 100 = 8.5$

- K. Add the military add-on count derived in (H) above, the mix of traffic add-on count derived in (I) above and the facility profile add-on count derived in (J) above to the average weighted hourly count derived in (G) to yield the modified average weighted hourly count.

Example:

1. Average weighted hourly count (G) = 100;
2. Military add-on count (H) = 5;
3. Mix of traffic count (I) = 10.5;

4. Facility profile count (J) = 8.5

Modified average weighted hourly count (K) = $5 + 10.5 + 8.5 + 100 = 124$

- L. Calculate the traffic count index as described earlier under the section titled "Sustained Traffic Index."

The level of difficulty and complexity of the Tower Without Radar is determined by the traffic count index described earlier.

II. COMBINATION NON RADAR APPROACH CONTROL TERMINAL AND TOWER WITHOUT RADAR

Because this is a combined facility, the operations measured cover both those of the tower and of the approach control.

IIa. TOWER WITHOUT RADAR

Apply the same weights and calculations as shown for Tower Without Radar in Section I, above.

IIb. NON-RADAR APPROACH CONTROL

For each average hour of operation (i.e. the 1830 busiest hours divided by 1830):

- A. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at the primary airport is given a weight of 1.50.
- B. Each VFR arrival or departure count at the primary airport is given a weight of 1.00
- C. The hourly counts for (A) and (B) are added together to obtain the combined arrival and departure count at the primary airport.
- D. This combined arrival and departure hourly count at the primary airport is then multiplied by a runway factor:
 1. 1.15 if the airport has crossing runways.
 2. 1.10 if the airport has converging runways.
 3. 1.05 if the airport has a single runway, including parallel runways that are separated by 2500 feet or less.
 4. 1.00 if the airport has parallel runways.

(Note: If two or more configurations exist at one airport, the highest multiplier shall be used; if a runway is not in a commissioned status as defined in the Airport / Facilities Directory it should not be considered in

determining runway configuration.)

- E. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at secondary airports 15 miles or less from the primary airport is given a weight of 1.50.
- F. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at secondary airports more than 15 miles from the primary airport is given a weight of 1.25.
- G. Each VFR arrival or departure count at secondary airports is given a weight of 1.00.
- H. Each IFR/SVFR overflight count is given a weight of 1.25.
- I. Each VFR overflight/advisory count is given a weight of 1.00.
- J. The hourly counts for all operations (D) through (I) are added together to obtain the average weighted hourly count.
- K. For each day, and the prior 364 days (i.e. use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (J). This will yield the military add-on count. (Example: The military air traffic count equals 20% of the total air traffic count; the average weighted hourly count (J) = 100). The formula is:

$$(.2 / 4 = .05 \times 100 = 5)$$

Note: Until appropriate automation capabilities are established, the military mix calculations will be based on the most recent yearly APO/OPSNET data available.

- L. For each day, and the prior 364 days (i.e. use a 365 day count) calculate:
 1. The percent of total traffic that is:
 - a. air carrier and military traffic combined
 - b. general aviation traffic
 - c. air taxi traffic

Note: Until appropriate automation capabilities are established, the aircraft mix calculations will be based on the most recent yearly APO/OPSNET data available.

 2. Determine which of the two (i.e. air carrier and military traffic combined or general aviation traffic) constitutes a lower percentage of the total traffic.

3. Add the air taxi traffic to the lower of the two (i.e. air carrier and military traffic combined or general aviation traffic).
4. After adding the air taxi traffic to either the air carrier and military traffic combined or general aviation traffic, calculate the percent traffic mix of the two categories of air traffic (i.e. the one including air taxi and the one excluding air taxi).
5. Take the lower percentage of the two figures derived in (4) above and divide it by four, then multiply by the average weighted hourly count derived in (J). This will yield the traffic mix add-on count.

Example:

1. air carrier and military combined traffic = 58%
2. general aviation traffic = 32%
3. air taxi traffic = 10%
4. a) general aviation (32%) + air taxi (10%) = 42%
b) air carrier + military = 58%
5. the lower of the two percentages (4a or 4b) = 42%
6. average weighted hourly count (J) = 100
7. $.42 / 4 = .105$ $.105 \times 100 = 10.5$

M. Each facility:

1. If Class B airspace = 25%; if Class C/TRSA/ARSA airspace = 10%; if Class D airspace = 0%.
(Note: If two or more classes of airspace exist, the highest multiplier shall be used.)
2. If it has terrain within its airspace that is 4000 feet or greater above its primary airport field elevation = 5%

3. a) If it has adjacent airspace to and interacts with one (1) foreign country = 1%
b) If it has adjacent airspace to and interacts with two (2) foreign countries = 2%
c) If it has adjacent airspace to and interacts with three (3) or more foreign countries = 4.5%

Add all applicable percentages in (M) 1 through 3 and then multiply that total percentage by the average weighted hourly count derived in (J). This will yield the facility profile add-on count.

Example:

1. Class D airspace = 0%
2. Terrain = 5%
3. Foreign country (2) = 2%
4. Total = 7%
5. Average weighted hourly count (J) = 100
6. $.07 \times 100 = 7$
4. Add the military add-on count derived in (K) above, the mix of traffic add-on count derived in (L) above and the facility profile add-on count derived in (M) above to the average weighted hourly count derived in (J) to yield the modified average weighted hourly count (N).

Example:

1. Average weighted hourly count (J) = 100
2. Military add-on count (K) = 5
3. Mix of traffic count (L) = 10.5
4. Facility profile count (M) = 7

Modified average weighted hourly count (N) = $5 + 10.5 + 7 + 100 = 122.5$

- O. Calculate the traffic count index as described earlier under the section titled "Sustained Traffic Index".

IIc. COMBINED COUNT

Add the Tower Without Radar's traffic count index to the Non-Radar Approach Control's traffic count index to obtain a combined traffic count index.

The level of difficulty and complexity of the Combination Non-Radar Approach Control and Tower Without Radar respective work situations is determined by the traffic count index described earlier.

III. TOWER WITH RADAR

For each average hour of operation (i.e. the 1830 busiest hours divided by 1830):

- A. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count is given a weight of 1.50.
- B. Each VFR itinerant or local arrival or departure count is given a weight of 1.00.
- C. The hourly counts for (A) and (B) are added together to obtain the combined arrival and departure count at the primary airport.
- D. This combined itinerant and local hourly count is then multiplied by a runway factor:
 - 1. 1.15 if the airport has crossing runways.
 - 2. 1.10 if the airport has converging runways.
 - 3. 1.05 if the airport has a single runway, including parallel runways that are separated by 2500 feet or less.
 - 4. 1.00 if the airport has parallel runways.

(Note: If two or more configurations exist at one airport, the highest multiplier shall be used; if a runway is not in a commissioned status as defined in the Airport / Facilities Directory it should not be considered in determining runway configuration.)

- E. Each IFR/SVFR overflight count is given a weight of 1.25.
- F. Each VFR overflight count is given a weight of 1.00.
- G. The hourly counts for (D), (E) and (F) are added together to obtain the average weighted hourly count.
- H. For each day, and the prior 364 days (i.e. use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (G). This will yield the military add-on count. (Example: The military traffic

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count equals 20% of the total traffic count; the average weighted hourly count (G) = 100). The formula is:

$$(.2 / 4 = .05 \times 100 = 5)$$

Note: Until appropriate automation capabilities are established, the military mix calculations will be based on the most recent yearly APO/OPSNET data available.

- I. For each day and the prior 364 days (i.e., use a 365 day count) calculate:

- 1. The percent of total traffic that is:
 - a. air carrier and military traffic combined
 - b. general aviation traffic
 - c. air taxi traffic

Note: Until appropriate automation capabilities are established, the aircraft mix calculations will be based on the most recent yearly APO/OPSNET data available.

- 2. Determine which of the two (i.e. air carrier and military traffic combined or general aviation traffic) constitutes a lower percentage of the total traffic.
- 3. Add the air taxi traffic to the lower of the two (i.e. air carrier and military traffic combined or general aviation traffic).
- 4. After adding the air taxi traffic to either the air carrier and military traffic combined or general aviation traffic, calculate the percent traffic mix of the two categories of air traffic (i.e., the one including air taxi and the one excluding air taxi).
- 5. Take the lower percentage of the two figures derived in (4) above and divide it by four, then multiply by the average weighted hourly count derived in (G). This will yield the traffic mix add-on count.

Example:

- 1. air carrier and military traffic combined = 58%
- 2. general aviation traffic = 32%
- 3. air taxi traffic = 10%
- 4. a) general aviation (32%) + air taxi (10%) = 42%
b) air carrier + military = 58%

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5. The lower of the two percentages (4a or 4b) = 42%

6. Average weighted hourly count (G) = 100

7. $.42 / 4 = .105 \times 100 = 10.5$

J. Each facility:

1. If Class B airspace = 25%; if Class C/TRSA/ARSA airspace = 10%; if Class D airspace = 0%.

(Note: If two or more classes of airspace exist, the highest multiplier shall be used.)

2. If it has ASOS = .5%

3. If it has LAWRS = 1%

4. If it has terrain within its airspace that is 4000 feet or greater above its primary airport field elevation = 5%;

5. a) If it has adjacent airspace to and interacts with one (1) foreign country = 1%;

- b) If it has adjacent airspace to and interacts with two (2) foreign countries = 2%;

- c) If it has adjacent airspace to and interacts with three (3) or more foreign countries = 4.5%;

6. If it has 300,000 total facility operations or more and is within 10 miles of other airports with 300,000 total facility operations or more, for each such airport = 2.5%.

Add all applicable percentages in (J) 1 through 6 and then multiply that total percentage by the average weighted hourly count derived in (G). This will yield the facility profile add-on count.

Example:

1. Class B airspace = 25%

2. ASOS = .5%

3. LAWRS = 1%

4. Terrain = 0%

5. Foreign country = 0%

6. Airport proximity (I) = 2.5%

7. Total = 29%

8. Average weighted hourly count (G) = 100

9. $.29 \times 100 = 29$

K. Add the military add-on count derived in (H) above, the mix of traffic add-on count derived in (I) above and the facility profile add-on count derived in (J) above to the average weighted hourly count derived in (G) to yield the modified average weighted hourly count.

Example:

1. Average weighted hourly count (G) = 100;

2. Military add-on count (H) = 5

3. Mix of traffic count (I) = 10.5

4. Facility profile count (J) = 29

Modified average weighted hourly count (K) = $5 + 10.5 + 29 + 100 = 144.5$

L. Calculate the traffic count index as described earlier under the section titled "Sustained Traffic Index."

The level of difficulty and complexity of the Towers With Radar is determined by the traffic count index described earlier.

IV. COMBINATION RADAR APPROACH CONTROL TERMINAL AND TOWER WITH RADAR

Because this is a combined facility, the operations measured cover both those of the tower and of the approach control.

IVa. TOWER WITH RADAR

Apply the same weights and calculations as shown for Tower With Radar in Section III, above.

IVb. TERMINAL RADAR APPROACH CONTROL (TRACON)

For each average hour of operation (i.e. the 1830 busiest hours divided by 1830):

A. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at the primary airport is given a weight of 1.50.

- B. Each VFR arrival or departure count at the primary airport is given a weight of 1.00
- C. The hourly counts for (A) and (B) are added together to obtain the combined arrival and departure count at the primary airport.
- D. This combined arrival and departure hourly count at the primary airport is then multiplied by a runway factor:
 - 1. 1.15 if the airport has crossing runways.
 - 2. 1.10 if the airport has converging runways.
 - 3. 1.05 if the airport has a single runway, including parallel runways that are separated by 2500 feet or less.
 - 4. 1.00 if the airport has parallel runways.

(Note: If two or more configurations exist at one airport, the highest multiplier shall be used; if a runway is not in a commissioned status as defined in the Airport / Facilities Directory it should not be considered in determining runway configuration.)

- E. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at secondary airports fifteen (15) miles or less from the primary airport is given a weight of 1.50.
- F. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at secondary airports more than fifteen (15) miles from the primary airport is given a weight of 1.25.
- G. Each VFR arrival or departure count at secondary airports is given a weight of 1.00.
- H. Each IFR/SVFR overflight count is given a weight of 1.25.
- I. Each VFR overflight count is given a weight of 1.00.
- J. The hourly counts for all operations (D) through (I) are added together to obtain the average weighted hourly count.
- K. For each day and the prior 364 days (i.e. use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (J). This will yield the military add-on count (K). (Example: The military traffic count equals 20% of the total traffic count; the average weighted hourly count (J) = 100). The formula is:

$$(.2 / 4 = .05 \times 100 = 5)$$

Note: Until appropriate automation capabilities are established, the military mix calculations will be based on the most recent yearly APO/OPSNET data available.

- L. For each day and the prior 364 days (i.e., use a 365 day count) calculate:

- 1. The percent of total TRACON traffic that is:
 - a. air carrier and military traffic combined
 - b. general aviation traffic
 - c. air taxi traffic

Note: Until appropriate automation capabilities are established, the aircraft mix calculations will be based on the most recent yearly APO/OPSNET data available.

- 2. Determine which of the two (i.e., air carrier and military traffic combined or general aviation traffic) constitutes a lower percentage of the total traffic.
- 3. Add the air taxi traffic to the lower of the two (i.e. air carrier and military traffic combined or general aviation traffic).
- 4. After adding the air taxi traffic to either the air carrier and military traffic combined or general aviation traffic, calculate the percent traffic mix of the two categories of traffic (i.e. the one including air taxi and the one excluding air taxi).
- 5. Take the lower percentage of the two figures derived in (4) above and divide it by four, then multiply by the average weighted hourly count derived in (J). This will yield the traffic mix add-on count.

Example:

- 1. air carrier and military traffic combined = 58%
- 2. general aviation traffic = 32%
- 3. air taxi traffic = 10%
- 4. a) general aviation (32%) + air taxi (10%) = 42%
 - b) air carrier + military = 58%
- 5. The lower of the two percentages (4a or 4b) = 42%

6. Average weighted hourly count (J) = 100

7. $.42 / 4 = .105 \times 100 = 10.5$

M. Each facility:

1. If Class B airspace = 25%; if Class C/TRSA/ARSA airspace = 10%; if Class D airspace = 0%.

(Note: If two or more classes of airspace exist, the highest multiplier shall be used.)

2. If it has terrain within its airspace that is 4000 feet or greater above its primary airport field elevation = 5%
3. a) If it has adjacent airspace to and interacts with one (1) foreign country = 1%
b) If it has adjacent airspace to and interacts with two (2) foreign countries = 2%
c) If it has adjacent airspace to and interacts with three (3) or more foreign countries = 4.5%

Add all applicable percentages in (M) 1 through 3 and then multiply that total percentage by the average weighted hourly count derived in (J). This will yield the facility profile add-on count.

Example:

1. Class B airspace = 25%
2. Terrain = 0%
3. Foreign country = 0%
4. Total = 25%
5. Average weighted hourly count (J) = 100
6. $.25 \times 100 = 25$

- N. For each day and the prior 364 days (i.e. use a 365 day count) calculate the percent that separate a non-radar sector (i.e. area) traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (J) to yield the non-radar count.

Example:

1. Percent non-radar sector traffic is of total traffic = 8%

2. Average weighted hourly count (J) = 100

3. $100 \times .08 = 8$

4. $8 / 4 = 2$

- O. Add the military add-on count derived in (K) above, the mix of traffic add-on count derived in (L) above, the facility profile add-on count derived in (M) above and the non radar add-on derived in (N) above to the average weighted hourly count derived in (J) to yield the modified average weighted hourly count (O).

Example:

1. Average weighted hourly count (J) = 100
2. Military add-on count (K) = 5
3. Mix of traffic count (L) = 10.5
4. Facility profile count (M) = 25
5. Non-radar add-on count (N) = 2

Modified average weighted hourly count (O) = $5 + 10.5 + 25 + 2 + 100 = 142.5$

- P. Calculate the traffic count index as described earlier under the section titled "Sustained Traffic Index."

IVc. COMBINED COUNT

Add the Tower With Radar traffic count index to the Radar Approach Control Terminal traffic count index to obtain a combined count index.

The level of difficulty and complexity of the Combination Radar Approach Control Terminal and Tower With Radar is determined by the traffic count index described earlier.

V. TERMINAL RADAR APPROACH CONTROL (TRACON)

Apply the same weights and calculations as shown for Radar Approach Control Terminal in section IVb. above.

The level of difficulty and complexity of the Combination Radar Approach Control Terminal and Tower With Radar is determined by the traffic count index described earlier.

VI. COMBINED TRACON FACILITY

For each average hour of operation (i.e. the 1830 busiest hours divided by 1830):

- A. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at a large hub airport:
 1. fifteen (15) miles or less from another large hub airport is given a weight of 2.25
 2. More than fifteen (15) miles from all other large hub airports is given a weight of 1.75
- B. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at secondary airports fifteen (15) miles or less from any large hub airport is given a weight of 1.50.
- C. Each IFR/SVFR arrival, departure or VFR practice instrument approach count at secondary airports more than fifteen (15) miles from all large hub airports is given a weight of 1.25.
- D. Each VFR arrival or departure count:
 1. At a large hub airport or any airport fifteen (15) miles or less from any large hub airport is given a weight of 1.25.
 2. At any airport more than fifteen (15) miles from all large hub airports is given a weight of 1.00.
- E. Each IFR/SVFR overflight count is given a weight of 1.25.
- F. Each VFR overflight count is given a weight of 1.00.
- G. The hourly counts for all operations (A) through (F) are added together to obtain the average weighted hourly count.
- H. For each day and the prior 364 days (i.e. use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (G). This will yield the military add-on count. (Example: The military traffic count equals 20% of the total traffic count; the average weighted hourly count (G) = 100). The formula is:

$$(.2 / 4 = .05 \times 100 = 5)$$

Note: Until appropriate automation capabilities are established, the military mix calculations will be based on the most recent yearly APO/OPSNET data available.

- I. For each day and the prior 364 days (i.e., use a 365 day count) calculate:

1. The percent of total combined TRACON traffic that is:

- a. air carrier and military traffic combined
- b. general aviation traffic
- c. air taxi traffic

Note: Until appropriate automation capabilities are established, the aircraft mix calculations will be based on the most recent yearly APO/OPSNET data available.

2. Determine which of the two (i.e. air carrier and military traffic combined or general aviation traffic) constitutes a lower percentage of the total traffic.
3. Add the air taxi traffic to the lower of the two (i.e. air carrier and military traffic combined or general aviation traffic).
4. After adding the air taxi traffic to either the air carrier and military traffic combined or general aviation traffic, calculate the percent traffic mix of the two categories of traffic (i.e. the one including air taxi and the one excluding air taxi).
5. Take the lower percentage of the two figures derived in (4) above and divide it by four, then multiply by the average weighted hourly count derived in (G). This will yield the traffic mix add-on count.

Example:

1. air carrier and military traffic combined = 58%
2. general aviation traffic = 32%
3. air taxi traffic = 10%
4. a) general aviation (32%) + air taxi (10%) = 42%
b) air carrier + military = 58%
5. The lower of the two percentages (4a or 4b) = 42%
6. Average weighted hourly count (G) = 100
7. $.42 / 4 = .105 \times 100 = 10.5$

- J. Each facility:

1. If Class B airspace = 25%; if Class C/TRSA/ARSA airspace = 10%; if Class D airspace = 0%.

(Note: If two or more classes of airspace exist, the highest multiplier shall be used.)

2. If it has terrain within its airspace that is 4000 feet or greater above its primary airport field elevation = 5%
3. a) If it has adjacent airspace to and interacts with one (1) foreign country = 1%
 - b) If it has adjacent airspace to and interacts with two (2) foreign countries = 2%
 - c) If it has adjacent airspace to and interacts with three (3) or more foreign countries = 4.5%

Add all applicable percentages in (J) 1 through 3 and then multiply that total percentage by the average weighted hourly count derived in (G). This will yield the facility profile add-on count.

Example:

1. Class B airspace = 25%
2. Terrain = 0%
3. Foreign country = 0%
4. Total = 25%
5. Average weighted hourly count (G) = 100
6. $.25 \times 100 = 25$

- K. For each day and the prior 364 days (i.e. use a 365 day count) calculate the percent that a non-radar sector traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (G) to yield the non-radar count.

Example:

1. Percent non-radar sector traffic is of total traffic = 8%
2. Average weighted hourly count (G) = 100
3. $100 \times .08 = 8$
4. $8 / 4 = 2$

- L. Add the military add-on count derived in (H) above, the mix of traffic add-on count derived in (I) above, the facility profile add-on count derived in (J) above,

and the non radar add-on derived in (K) above to the average weighted hourly count derived in (G) to yield the modified average weighted hourly count.

Example:

1. Average weighted hourly count (G) = 100
2. Military add-on count (H) = 5
3. Mix of traffic count (I) = 10.5
4. Facility profile count (J) = 25
5. Non radar add-on count (K) = 2

Modified average weighted hourly count (L) = $5 + 10.5 + 25 + 2 + 100 = 142.5$

- M. Calculate the traffic count index as described earlier under the section titled "Sustained Traffic Index."

The level of difficulty and complexity of the Combined TRACON is determined by the traffic count index described earlier.

PART II – AIR ROUTE TRAFFIC CONTROL CENTER (ARTCC) FACILITIES

INFLUENCE OF ENVIRONMENTAL AND OPERATIONAL COMPLEXITY FACTORS

The level of difficulty and complexity of air traffic control work in centers is further influenced by such factors as:

- Mixtures of transitioning (aircraft climbing, and descending) and primarily level en route air traffic;
- Number of terminals and congestion of air traffic at those terminals in the center's control area and areas adjacent to the center's airspace;

- Military operations.
- The configuration and dimension of the center's control area, converging and crossing air routes, and juxtaposition to international boundaries;
- Mixture of aircraft with varying operating speeds and performance characteristics;
- Terrain features; and
- Oceanic and domestic- over-water traffic.

These factors tend to be present in different centers in various combinations and with varying degrees of intensity. All these factors, whether separately measured or not, take on increasing significance and importance with substantial increases in the congestion of air traffic.

COMPLEXITY FORMULA

SUSTAINED TRAFFIC INDEX

Most ARTCCs experience their busiest air traffic during the day and evening hours with operations declining sharply during the very late evening and early morning hours. Operations at individual ARTCCs may vary slightly from day-to-day and during different seasons of the year.

The formula below addresses these daily and seasonal variances in air traffic by putting them in proper perspective in developing the sustained traffic index. It measures the busiest air traffic periods while also recognizing the influence of sustained levels of air traffic on the ARTCCs facility.

The segment of the work year measured is the busiest 1,830 hours and the next busiest 1,830 hours in terms of total aircraft handled in a consecutive 365 day period. The use of 1,830 hours is based on the realization that at most facilities the greatest concentrations of air traffic density occur during 10 hours, rather than the full 24-hour period a facility is open each day. Half the days in a year (183) are multiplied by the 10 hours to derive 1,830 hours.

In those facilities where there is very little decline in air traffic levels between the busiest 1,830 hours and the second busiest 1,830 hours, the count is adjusted to reflect the sustained level of air traffic. In those facilities where there is a substantial difference between the peak and the next level of air traffic (i.e. the second busiest 1,830 hours) the count is adjusted to reflect that the high level of air traffic is not sustained.

The formula for measuring the facility's sustained traffic index (D_t) is:

$$D_t = 1 + (C_{av2} / C_{av1})$$

The formula for deriving the facility's Traffic Count Index is:

$D_t \times W_{av1} = \text{Traffic Count Index}$

where:

C_{av1} is the average unweighted hourly count for the busiest 1,830 hours

C_{av2} is the average unweighted hourly count for the second busiest 1,830 hours

W_{av1} is the modified average weighted hourly count for the busiest 1,830 hours.

FLIGHT OPERATIONS COUNTED

All types of flight operations that occur in center airspace and are handled by center controllers are counted in computing the average weighted hourly count. This includes all IFR arrivals and departures within the center's airspace, overflights, transitional overflights, oceanic and other over water traffic, practice instrument approaches, and VFR advisories. *Note: Aircraft counts are determined through automation capabilities in the NAS computer system and additional automated calculation tools and are the best practical method of determining those counts considering operational workload impacts.*

WEIGHTING AND MODIFYING THE TRAFFIC COUNT TO REFLECT COMPLEXITY

As described earlier, varying weights are assigned to different flight operations to recognize the differences in the complexity of the facilities. The weighted air traffic count is further modified to recognize other factors that significantly influence the level of complexity of the facility.

For each average hour of operation (i.e. the 1830 busiest hours divided by 1830):

- Each IFR/SVFR departure transferred from approach control is given a weight of 1.50.
- Each IFR/SVFR departure (including IFR airfiles) and IFR/SVFR aircraft receiving ATC services upon leaving Special Use Airspace is given a weight of 2.0.
- Each IFR/SVFR arrival transferred to an approach control is given a weight of 1.50.
- Each IFR/SVFR arrival (including IFR cancellations) and IFR/SVFR aircraft terminating center ATC services upon entry into Special Use Airspace is given a weight of 2.0.
- Each transitional IFR/SVFR overflight (aircraft that exit center airspace at an altitude 4000 feet or more different from the aircraft altitude entering the center area) is given a weight of 1.50.
- Each overflight (non-transitional) is given a weight of 1.00.
- Each VFR advisory is given a weight of 0.50.

H. For each hour of operation the hourly counts for (A) through (G) are added together to obtain the average weighted hourly count.

I. For each day, and the prior 364 days (i.e., use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (H). This will yield the military add-on count. (Example: The military traffic count equals 20% of the total traffic count; the average weighted hourly count (H) = 500). The formula is:

$$(.2 / 4 = .05 \times 500 = 25)$$

J. For each day, and the prior 364 days (i.e., use a 365 day count) calculate:

1. The percent of total traffic that is:
 - a. Jet aircraft
 - b. Piston powered and turbo-prop aircraft combined
2. Take the lower percentage of the two figures derived in (1) above and divide it by four, then multiply by the average weighted hourly count derived in (H). This will yield the traffic mix add-on count.

Example:

1. Jet aircraft = 58%
2. Piston powered and turbo-prop aircraft combined = 32%
3. Average weighted hourly count (H) = 500
4. $.32 / 4 = .08 \times 500 = 40$

K. For each day, and the prior 364 days (i.e. use a 365 day count), calculate the percent that domestic over water traffic comprises of total domestic traffic and divide by 5. Multiply that modified percentage figure by the average weighted hourly count derived in (H). This will yield the domestic over water add-on count. (Example: The domestic over water traffic count equals 20% of the total domestic traffic count; the average weighted hourly count (H) = 500). The formula is: *(note: the domestic over water count is included in the total domestic traffic count)*

$$(.20/5 = .04 \times 500 = 20)$$

L. For each month, and the prior 11 months (i.e. use a 12 month calculation), calculate the percent that oceanic air traffic comprises of total domestic air traffic and multiply that percentage by 3. Multiply that modified percent figure by the average weighted hourly count derived in (H). This will yield the oceanic add-on

count. (Example: The ocean traffic count equals 10% of the total domestic traffic count; the average weighted hourly count (H) = 500). The formula is:

$$(.10 \times 3 = .30 \times 500 = 150)$$

M. For each day and the prior 364 days (i.e. use a 365 day count):

1. Divide the facility's airspace by 10,000 square miles.
2. Calculate the density add-on (average weighted hourly count (H) /density (1. above) x 1.5).

Example:

1. $103,440/10,000 = 10.344$
2. $500/10.344 = 48.337$
3. $48.337 \times 1.5 = 72.5$ or (73)

N. For each day and the prior 364 days (i.e. use a 365 day count):

1. Calculate the total flight time in minutes for all aircraft in the center's airspace for the average hour of the 1830 busiest hours;
2. Determine the average hourly sector operations (i.e. the total of all flights penetrating all sectors in the center for the average hour of the 1830 busiest hours);
3. Divide the total flight time in minutes (1. above) by the average hourly sector operations (2. above) x 3 to obtain the airspace usage add-on.

Example:

1. 10615
2. 1069
3. $10615 / 1069 \times 3 = 29.8$ (or 30)

O. Each facility:

1. An en route facility is credited with having mountainous terrain if it has land depicted as "mountainous terrain" as specified in FAR 95 Subpart B and, has terrain above 10,000 feet MSL within the facility's designated airspace = 5%;
2. a) If it interacts with one (1) foreign country = 1%;
- b) If it interacts with two (2) foreign countries = 2%

c) If it interacts with three (3) or more foreign countries = 4.5%

Add all applicable percentages in (O) 1 and 2 and then multiply that total percentage by the average weighted hourly count derived in (H). This will yield the facility profile add-on count.

Example:

1. Terrain = 5%
2. Foreign country (1) = 1%
3. Total = 6%
4. Average weighted hourly count (H) = 500
5. $.06 \times 500 = 30$

- P. Add the military add-on count derived in (I) above, the mix of traffic add-on count derived in (J) above, the domestic over water add-on count derived in (K) above, the oceanic add-on count derived in (L) above, the density add-on count derived in (M) above, the airspace usage add-on in derived (N) above, and the facility profile add-on count derived in (O) above to the average weighted hourly count derived in (H) to yield the modified average weighted hourly count.

Example:

1. Average weighted hourly count (H) = 500
2. Military add-on count (I) = 25
3. Mix of traffic add-on count (J) = 40
4. Domestic over water add-on count (K) = 20
5. Oceanic traffic add-on count (L) = 150
6. Density add-on count (M) = 73
7. Airspace usage add-on count (N) = 30
8. Facility profile add-on count (O) = 30

Modified average weighted hourly count (P) =

$$500 + 25 + 40 + 20 + 150 + 73 + 30 = 868$$

- Q. Calculate the traffic count index as described earlier under the section titled "Sustained Traffic Index."

The level of difficulty and complexity of the ARTCC is determined by the traffic count index described earlier.

PART III - COMBINED CONTROL FACILITY (CCF) POSITIONS

INFLUENCE OF ENVIRONMENTAL AND OPERATIONAL COMPLEXITY FACTORS

The influence of complexity factors for CCF radar approach control positions is the same as described for terminal facilities on pages 15 through 19 of this standard, and for CCF center control positions, as described for center controller positions on pages 24 through 28, as practical in consideration of counting methodologies and, where applicable, for CCF tower positions, the same as described for towers on pages 12 through 15.

The specific methods used to measure level of air traffic congestion at the various terminals are described in detail in the section titled "Sustained Traffic Index."

COMPLEXITY FORMULA

SUSTAINED TRAFFIC INDEX

Most CCFs experience their busiest air traffic during the day and evening hours with operations declining sharply during the very late evening and early morning hours. Operations at individual CCFs may vary slightly from day to day and during different seasons of the year.

The formula below ensures that any daily and seasonal variances in air traffic are put in proper perspective in developing the sustained traffic index. It measures the busiest air traffic periods while recognizing the influence of sustained levels of air traffic on the facility.

The segment of the work year measured is the busiest 1,830 hours and the next busiest 1,830 hours in terms of total aircraft handled in a consecutive 365 day period. The use of 1,830 hours is based on the realization that at most facilities the greatest concentrations of air traffic congestion occur during 10 hours, rather than the 24 hours a facility is open each day. Half the days in a year (183) are multiplied by the 10 hours to derive 1,830 hours.

In those facilities where there is very little decline in air traffic levels between the busiest 1,830 hours and the second busiest 1,830 hours, the count is adjusted to reflect the sustained level of air traffic. In those facilities where there is a substantial difference between the peak and the next level of air traffic (i.e. the second busiest 1,830 hours) the count is adjusted to reflect that the high level of air traffic is not sustained.

The formula for measuring the facility's sustained traffic index (D_t) is:

$$D_t = 1 + (C_{av2} / C_{av1})$$

The formula for deriving the facility's Traffic Count Index is:

$$D_t \times W_{av1} = \text{Traffic Count Index}$$

where:

C_{av1} is the average unweighted hourly count for the busiest 1,830 hours

C_{av2} is the average unweighted hourly count for the second busiest 1,830 hours

W_{av1} is the modified average weighted hourly count for the busiest 1,830 hours.

FLIGHT OPERATIONS COUNTED

All the types of flight operations that pertain to CCFs are used to compute the average weighted hourly count. This includes all IFR arrivals and departures within the CCF's airspace, overflights, transitional overflights, oceanic and other over water traffic, practice instrument approaches and VFR advisories. *Note: Aircraft counts are determined through manual means, automation capabilities in computer system and additional automated calculation tools and are the best practical method of determining those counts considering operational workload impacts.*

WEIGHTING AND MODIFYING THE TRAFFIC COUNT TO REFLECT COMPLEXITY

The air traffic count is weighted to recognize the relative difficulty of handling the different types of tower, approach control and center flight operations.

I. TOWER OPERATIONS

Apply the same weights and calculations as shown for Tower Without Radar, Part I.

II. NON RADAR-APPROACH CONTROL OPERATIONS

Apply the same weights and calculations as shown for Non-Radar Approach Control Terminal, Part I.

III. TERMINAL RADAR APPROACH CONTROL OPERATIONS

Apply the same weights and calculations as shown for Terminal Radar Approach Control, Part I.

IV. CENTER OPERATIONS

For each average hour of operation (i.e., the 1830 busiest hours divided by 1830):

- A. Each IFR/SVFR departure transferred from approach control is given a weight of 1.50.
- B. Each IFR/SVFR departure (including IFR airfiles) and IFR/SVFR aircraft receiving ATC services upon leaving Special Use Airspace is given a weight of

2.0.

- C. IFR/SVFR arrival transferred to an approach control is given a weight of 1.50.
- D. Each IFR/SVFR arrival (including IFR cancellations) and IFR/SVFR aircraft terminating center ATC services upon entry into Special Use Airspace is given a weight of 2.0.
- E. Each overflight (non-transitional) is given a weight of 1.00.
- F. Each VFR advisory is given a weight of 0.50
- G. For each hour of operation the hourly counts for (A) through (F) are added together to obtain the average weighted hourly count.
- H. For each day, and the prior 364 days (i.e. use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (G). This will yield the military add-on count.

(Example: The military traffic count equals 20% of the total traffic count; the average weighted hourly count (G) = 500). The formula is:

$$(.2 / 4 = .05 \times 500 = 25)$$

Note: Until appropriate automation capabilities are established, the military mix calculations will be based on the most recent yearly APO/OPSNET data available

- I. For each day and the prior 364 days (i.e., use a 365 day count) calculate:

1. The percent of total traffic that is:

- (a) air carrier and military traffic combined
- (b) general aviation traffic
- (c) air taxi traffic

Note: Until appropriate automation capabilities are established, the aircraft mix calculations will be based on the most recent yearly APO/OPSNET data available.

2. Determine which of the two, air carrier and military traffic combined or general aviation traffic, constitutes a lower percentage of the total traffic.
3. Add the air taxi traffic to the lower of the two (i.e. air carrier and military traffic combined or general aviation traffic).
4. After adding the air taxi traffic to either the air carrier and military traffic

combined or general aviation traffic, calculate the percent traffic mix of the two categories of traffic (i.e. the one including air taxi and the one excluding air taxi).

5. Take the lower percentage of the two figures derived in (4) above and divide it by four, then multiply by the average weighted hourly count derived in (G). This will yield the traffic mix add-on count.

Example:

1. air carrier and military traffic combined = 58%
2. general aviation traffic = 32%
3. air taxi traffic = 10%
4. a. general aviation (32%) + air taxi (10%) = 42%
b. air carrier + military = 58%
5. The lower of the two percentages (4a or 4b) = 42%
6. Average weighted hourly count (G) = 100
7. $.42 / 4 = .105 \times 100 = 10.5$

- J. For each day, and the prior 364 days (i.e. use a 365 day count), calculate the percent that domestic over water traffic comprises of total domestic traffic and divide by 5. Multiply that modified percentage figure by the average weighted hourly count derived in (G). This will yield the domestic over water add-on count. (Example: The domestic over water traffic count equals 20% of the total domestic traffic count; the average weighted hourly count (G) = 500). The formula is: *(note: the domestic over water count is included in the total domestic traffic count)*

$$(.20/5 = .04 \times 500 = 20)$$

- K. For each month and the prior 11 months (i.e. use a 12 month calculation), calculate the percent that oceanic air traffic comprises of total domestic air traffic and multiply that percentage by 3. Multiply that modified percent figure by the average weighted hourly count derived in (G). This will yield the oceanic add-on count. (Example: The ocean traffic count equals 10% of the total domestic traffic count; the average weighted hourly count (G) = 500). The formula is:

$$(.10 \times 3 = .30 \times 500 = 150)$$

- L. Each Facility:

1. An en route facility is credited with having mountainous terrain if it has land depicted as "mountainous terrain" as specified in FAR 95 Subpart B and, has terrain above 10,000 feet MSL within the facility's designated airspace = 5%;
2. a) If it interacts with one (1) foreign country = 1%;
b) If it interacts with two (2) foreign countries = 2%
c) If it interacts with three (3) or more foreign countries = 4.5%

Add all applicable percentages in (M) 1 and 2 and then multiply that total percentage by the average weighted hourly count derived in (G). This will yield the facility profile add-on count.

Example:

1. Terrain = 5%
2. Foreign country (1) = 1%
3. Total = 6%
4. Average weighted hourly count (H) = 500
5. $.06 \times 500 = 30$

- M. Add the military add-on count derived in (H) above, the mix of traffic add-on count derived in (I) above, the domestic over water add-on count derived in (J) above, and the oceanic add-on count derived in (K) above and the facility profile add-on count derived in (L) above to the average weighted hourly count derived in (G) to yield the modified average weighted hourly count.

Example:

1. Average weighted hourly count (G) = 500;
2. Military add-on count (H) = 25;
3. Mix of traffic add-on count (I) = 10.5;
4. Domestic over water add-on count (J) = 20;
5. Oceanic traffic add-on count (K) = 150;
6. Facility profile add-on count (L) = 30

Modified average weighted hourly count (M) =

$$500 + 25 + 10.5 + 20 + 150 + 30 = 735.5$$

- N. Calculate the traffic count index as described earlier under the section titled "Sustained Traffic Index."

V. COMBINING OPERATIONS

Add the traffic count index of all the operational functions within the CCF to obtain a combined traffic count index.

The level of difficulty and complexity of the CCFs is incorporated within the traffic count index.

ADMINISTRATION OF THE STANDARD

1. MINIMIZING UNWARRANTED FACILITY PAY LEVEL FLUCTUATIONS

Every effort should be made to avoid frequent fluctuations in facility pay levels which may be caused by temporary increases or decreases in traffic activity. For example, runway closures, new construction at an airport, or labor disputes in the aviation industry may well decrease a facility's average traffic count index, and facility pay level changes may appear warranted. Similarly, an extremely large number of flight operations handled during a brief air show or some other special event may significantly increase the average traffic count index. However, because these events are temporary, a pay level change shall not be effected.

While it is the intent of this standard to minimize unwarranted facility pay level fluctuations caused by temporary shifts in air traffic activity, no precise formula can be given for dealing with the many situations where these sudden shifts in air traffic may impact the average traffic count index. The adjustment of a facility's flight operations count to compensate for these and similar kinds of situations should be a matter of judgment based on experience as to what constitutes both a reasonable and normal air traffic workload for the particular facility.

The average traffic count index will change for a variety of reasons. However, unwarranted facility pay level fluctuations may be avoided by delaying action to change facility pay levels until the probable permanency of the change in the average traffic count index can be established. The following procedures are to be observed to insure that facility pay level changes are made only when appropriate.

2. RAISING FACILITY PAY LEVELS

When a facility's average traffic count index warrants a pay level upgrade, a projection shall be made of that facility's anticipated air traffic activity for a twelve month period. If this projection, based on past experience plus anticipated changes in air traffic activity, shows that the facility activity will remain at or above that higher traffic count index, action to change the facility pay level should be accomplished promptly. If on the other hand the air traffic projection indicates that the facility's activity is unlikely to remain at or above the higher traffic count index, the facility pay level change shall not be made.

3. LOWERING FACILITY PAY LEVELS

Where decreases in the traffic count index indicate that lowered facility pay levels might be warranted, a buffer zone concept will be utilized to prevent precipitous facility pay level adjustments, i.e. average counts which fluctuate no more than five percent below the minimum facility complexity-formula-based pay level (breakpoint) for a particular facility pay level shall be considered borderline and retained at the current level. Facility pay levels shall be retained where projections indicate that the facility would at least maintain a level of air traffic activity which would place it within the buffer zone. However, where air traffic projections clearly indicate that the traffic count index will remain below the buffer zone, action to change positions to a lower pay level is appropriate. If a facility falls below the buffer for its current pay level for six consecutive months, the same type of air traffic activity projection for the next twelve months as described above shall be utilized to establish the probable permanency of the change.

APPEAL PROCESS

WHAT MAY BE APPEALED:

The way in which the complexity formula for pay setting is interpreted or applied at a specific facility may be appealed. NOTE: THE CONTENT OF THE COMPLEXITY FORMULA ITSELF MAY NOT BE APPEALED - ONLY ITS INTERPRETATION OR APPLICATION.

WHO MAY APPEAL:

An appeal may be initiated through appropriate facility channels by any employee. However, the appeal may be filed *only* by the Facility Manager and the NATCA Facility Representative. All appeals *should* be agreed to by both parties before being submitted. In the event that either party non-concurs in the appeal, the party non-concurring has *fifteen (15) days* to prepare a written rationale for non-concurrence. The non-concurrence *must* be submitted along with the appeal.

HOW TO FILE AN APPEAL:

1. The appeal must be in writing and must include the following:
 - a) The facility's name and pay level;
 - b) The names, mailing addresses and telephone numbers of the facility manager and the NATCA facility representative;
 - c) A description of the basis for the appeal, including specific references to those portions of the standard believed to be misinterpreted or inappropriately applied;
 - d) Copies of any supporting documentation and any other relevant materials in support of the appeal;
 - e) A description of how the problem identified should be corrected, including the remedy being sought.
2. The appeal must be filed via certified mail with the FAA ATO COO, with a copy to the NATCA Executive Vice President (EVP).

THE APPEALS PROCESS:

1. Upon receipt of the appeal, the FAA ATO COO and the EVP will establish within *fifteen (15) days* a Complexity Appeal Review Committee (CARC), consisting of a NATCA representative and an Air Traffic Management Representative.
2. The CARC will:
 - a. determine if the issue is appealable
 - b. conduct appropriate fact-finding and analysis
 - c. issue a written statement of findings within *sixty (60) days* of receipt of the appeal

explaining its decision or the reasons why it failed to reach a decision.

Decisions of the CARC must be reached mutually. They are binding and final, and there is no further appeal. If the CARC fails to reach a mutual decision, the facility manager and/or facility representative may request to have its case heard by a Complexity Appeals Board (CAB). This request must be in writing to the FAA ATO COO and the EVP, and must be filed within *thirty (30) days* of the notification by the CARC that it cannot reach a mutual decision.

1. The CAB:
 - a. Consists of an FAA representative, a NATCA representative and an arbitrator. The arbitrator may be mutually agreed to by the FAA representative and the NATCA representative, or may be selected from a panel submitted by the Federal Mediation and Conciliation Service. If the FMCS panel is used, the NATCA representative and the FAA representative will alternately strike names from the panel until only one remains.
 - b. Has *thirty (30) days* from the receipt of the appeal to select the arbitrator.
 - c. Will convene within *ninety (90) days* from the date of the appointment of the arbitrator at a hearing site mutually agreeable to both parties, and decision of the majority will be rendered within *thirty (30) days* of the conclusion of the hearing.

IMPACT OF DECISIONS:

If the appeal is sustained by either the CARC or the CAB, and the finding supports raising of the facility pay level, the decision will be implemented within two (2) pay periods of the finding.

GLOSSARY

Air Route Traffic Control Center (ARTCC) - An air traffic control facility that provides air traffic control service to aircraft operating on IFR flight plans within controlled airspace and principally during the en route phase of flight. When equipment capabilities and controller workload permit, certain advisory/assistance services may be provided to VFR aircraft.

Air Traffic Control System Command Center - The Air Traffic Control System Command Center is responsible for the strategic aspects of the NAS. The Command Center modifies traffic flow and rates when congestion, weather, equipment outages, runway closures, or other operational conditions affect the NAS.

Air Traffic Operations - all aircraft operations, excluding ground movement of aircraft, vehicles and personnel.

Buffer zone - A numerical figure of five percent (5%) below the minimum facility complexity-formula-based pay level (breakpoint) for a particular facility's pay level. This figure will be used in conjunction with air traffic projections to determine if change to a lower pay level is appropriate.

Certified Professional Controller (CPC) - Controller is facility or area certified, and actively engaged in the separation and control of air traffic.

Center Airspace Mileage - For the purpose of this standard, the facility mileage calculation is determined by the National Oceanic Survey (NOS) based on an average of the low altitude airspace square mileage and high altitude airspace square mileage.

Center Area - The square mileage of the area defined by the geographic domestic boundaries of the Center. Note: the calculation of this value is accomplished through coordination with Aeronautical Information Division, ATA-100 and National Oceanic Survey.

Class of Airspace - (Terminal use only) Airspace of defined dimensions within which air traffic control service is provided to aircraft operations in accordance with the airspace classification. Class B, Class C and TRSA are used in the complexity formula.

Class B Airspace - Generally, that airspace from the surface to 10,000 feet MSL surrounding busy airports in terms of airport operations or passenger enplanements.

Class C Airspace - Generally, that airspace from the surface to 4,000 feet above the airport elevation (charted in MSL) surrounding those airports that have an operational control tower, are serviced by a radar approach control, and have a certain number of IFR operations or passenger enplanements.

Class D Airspace - Generally, that airspace from the surface to 2,500 feet above the airport elevation (charted in MSL) surrounding those airports that have an operational control tower.

Combination Non-Radar Approach Control and Tower Without Radar - An air traffic

control terminal that provides air traffic control services for the airport at which the tower is located and without the use of radar, approach and departure control services to aircraft operating under Instrument Flight Rules (IFR) to and from one (1) or more adjacent airports.

Combination Radar Approach Control and Tower With Radar - An air traffic control terminal that provides radar control services to aircraft arriving or departing the primary airport and adjacent airports, and to aircraft transiting the terminal's airspace. This terminal is divided into two (2) functional areas: radar approach control positions and tower positions. These two (2) areas are located within the same facility, or in close proximity to one another, and controllers rotate between both areas.

Combined Control Facility (CCF) - An air traffic control facility that provides approach control services for one (1) or more airports as well as en route air traffic control (center control) for a large area of airspace. Some may provide tower services along with approach control and en route services.

Combined TRACON Facility - An air traffic control terminal that provides radar approach control services for two (2) or more large hub airports, as well as other satellite airports, where no single airport accounts for more than sixty percent (60%) of the total Combined TRACON facility's air traffic count. This terminal requires such a large number of radar control positions that it precludes the rotation of controllers through all positions.

Converging runway - Runway configuration that has two (2) or more runways where the magnetic alignment will have crossing flight paths within the airport traffic area (ATA) and where the actual runway surfaces do not overlap.

Crossing runway - Runway configuration that has two (2) or more runways where the magnetic alignment will have crossing flight paths and where the actual runway surfaces do overlap.

Domestic-Over-Water Traffic - To be counted as Domestic-Over-Water traffic the facility must: (1) separate aircraft using ICAO rules (whether using radar or non-radar procedures), and (2) the aircraft must (or must have) crossed the ADIZ (whether in domestic-over-water sector or ocean sector).

ETAP - Enroute Track Analysis Program. Primary function is to collect and collate National Airspace System (NAS) tracking data from the Host Aircraft Management Execs (HAME) tracking file for all HOST equipped en route centers. This program is used by headquarters personnel to sort HAME data into aircraft operations, by hour, into categories used under the complexity formula for pay setting to establish a facility traffic count index. Field facilities use this program for HAME data audit analysis and validation.

Foreign Country - In order to receive credit for interacting with a foreign country, facilities with adjacent airspace must routinely coordinate and transfer air traffic with an air traffic facility from another sovereign nation.

Large hub Airport - For the purpose of this standard, a terminal air traffic control facility with an annual air traffic count of 300,000 or more.

LAWRS – A limited aviation weather reporting station is a facility where observations are taken, prepared and transmitted by certified FAA air traffic control specialists on a limited basis. At these facilities, various degrees of automated sensors and/or other automated equipment may be available. However, when on duty, the LAWRS observer has the complete responsibility for the surface aviation weather elements.

Instrument flight rules (IFR) - Rules that govern the procedures for conducting instrument flight.

Major Metropolitan Area - A metropolitan statistical area as defined by the U.S. Census Bureau containing a single core with a population of 2.5 million or more.

Metropolitan Tower Complex - Two or more airport traffic control terminals that provide traffic advisories, spacing, sequencing, and separation services to VFR and IFR aircraft operating in Class B airspace within the vicinity of the airport using a combination of radar and direct observations. These airport traffic control terminals must serve separate Large hub Airports located in a major metropolitan area and independently be within one facility pay level of each other. Additionally, each airport must be located within fifteen (15) nautical miles, (center of airport to center of airport) and have traffic flows that have to be closely coordinated between facilities such that the operational configuration of one airport affects the operational configuration of the other(s).

Mix of traffic - Currently the Standard considers the mix of air traffic for terminals and CCFs to be comprised of three categories of traffic: (1) air carrier and military combined, (2) general aviation (including non-military helicopters), and (3) air taxi. When the Agency's automated data collection capability at these facilities is able to identify jet, turbo prop, and piston traffic separately, it is contemplated that their traffic mix factor will be revised to be consistent with the center measure of traffic mix.

MOA - Military Operations Area

Non-Radar Sector (in TRACON) - An exclusive non-radar sector (i.e. area) in what is otherwise classified as a TRACON or TRACON portion of an up-down facility. When controllers are assigned to this sector they are responsible for the control and separation of air traffic without physical or mechanical visual reference to the aircraft under the controllers' jurisdiction. Without radar, the controllers use flight progress strips to document aircraft movement and to develop a picture in their minds of all the aircraft using the airspace. Separation standards between the aircraft are specified in terms of time and/or mileage and they vary according to the speed of the aircraft and the navigational equipment available to the pilot.

Oceanic Traffic - Only air traffic traversing airspace over the oceans of the world and the Gulf of Mexico, are to be counted if both of the following conditions are met: (1) no direct communications between aircraft and controller, and (2) ICAO non-radar procedures are used exclusively to separate aircraft.

Overflight - Aircraft that transit a facility's airspace that neither originate nor terminate within that facility's airspace.

Parallel runways – Two (2) or more runways at the same airport whose centerlines are parallel.

Point Out - A physical or automated action taken by a controller to transfer the radar identification of an aircraft to another controller if the aircraft will enter the airspace of another controller and radio communications will not be transferred.

Primary Airport - The airport with the most volume in the TRACON's airspace.

Proximity Airports - To be counted as a proximity airport, an airport must have at least 300,000 operations per year, and must have one (1) or more additional airports within ten (10) miles (center of airport to center of airport) that also have 300,000 operations or more.

Secondary airport - An airport not considered the primary airport for an air traffic control facility for which air traffic services are provided by that ATC facility.

Single runway - One (1) runway (either hard surface, grass or sea lane) at airports for aircraft use or parallel runways that are separated by 2500 feet or less.

Special Use Airspace (SUA) – Airspace where activities must be confined or limitations may be imposed on aircraft operations. For the purpose of this standard, the SUA airspace types included are: Alert Area, Controlled Firing Area, Military Operations Area, Prohibited Area, Restricted Area and Warning Area.

Special Visual Flight Rules (SVFR) services /operations- Aircraft operating in accordance with clearances within Class B, C, D, and E surface areas in weather conditions less than the basic VFR weather minimums. Such operations must be requested by the pilot and approved by the controller.

Traffic Count Index - A combined measure of the complexity of the air traffic and the sustained traffic index at each facility. It is the measure used to set facility pay levels. For a Metropolitan Tower Complex, the Traffic Count Index (TCI) for each airport traffic control terminal facility is calculated independently, and the pay level of the Complex is set based on the highest independently calculated TCI.

Terminal Radar Approach Control (TRACON) - An air traffic control terminal that provides radar-control to aircraft arriving or departing the primary airport and adjacent airports, and to aircraft transiting the terminal's airspace.

Terrain - A terminal facility is credited with having mountainous terrain if land measures 4000 feet above the primary airport field elevation and is contained in the terminal facility's airspace. An en route facility is credited with having mountainous terrain if it has land depicted as "mountainous terrain" as specified in FAR 95 Subpart B and, has terrain above 10,000 feet MSL within the facility's designated airspace.

Touch-and-go - An operation by an aircraft that lands and departs on a runway without stopping or exiting the runway.

Tower With Radar - An airport traffic control terminal that provides traffic advisories, spacing, sequencing, and separation services to VFR and IFR aircraft operating within the vicinity of the

airport using a combination of radar and direct observations.

Tower Without Radar - An airport traffic control terminal that provides service using direct observation primarily to aircraft operating under visual flight rules (VFR). These terminals are located at airports where the principal user category is low performance aircraft.

TTAP – Terminal Track Analysis Program. Primary function is to collect and collate traffic counts from terminal air traffic facilities. Aircraft operations are entered via manual or automated means, by hour, into categories used under the complexity formula for pay setting to establish a facility's pay level.

Transitional Overflight (Center function) - An aircraft that exits center airspace at an altitude 4000 feet or more different from the aircraft's altitude entering the center area.

TRSA - Airspace surrounding designated airports wherein ATC provides radar vectoring, sequencing, and separation on a full-time basis for all IFR and participating VFR aircraft.

VFR Advisory - Service provided to aircraft not on an IFR flight plan. This includes air traffic and weather information, navigational assistance, and other ATC services provided as the work situation permits.

Visual flight rules (VFR) - Rules that govern the procedures for conducting flight under visual conditions.

APPENDIX 1

Complexity-Based Facility Pay Levels

TCI RANGE	BUFFER	FACILITY PAY LEVEL
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Towers Without Radar

292	-	277	FPL - 9
232	-	291.9	FPL - 8
172	-	231.9	FPL - 7
111	-	171.9	FPL - 6
79	-	110.9	FPL - 5
46	-	78.9	FPL - 4
0	-	45.9	FPL - 3

TRACONS

697	-	662	FPL - 12
465	-	696.9	FPL - 11
325	-	464.9	FPL - 10
209	-	324.9	FPL - 9
130	-	208.9	FPL - 8
88	-	129.9	FPL - 7
46	-	87.9	FPL - 6
0	-	45.9	FPL - 5

Combined Tower and TRACON

883	-	838	FPL - 12
651	-	882.9	FPL - 11
465	-	650.9	FPL - 10
302	-	464.9	FPL - 9
199	-	301.9	FPL - 8
130	-	198.9	FPL - 7
88	-	129.9	FPL - 6
0	-	87.9	FPL - 5

MSS Pay Bands

<u>Non-Radar Approach & Tower</u>			
167	-	158	FPL - 8
111	-	106	FPL - 7
65	-	61	FPL - 6
0	-	0	FPL - 5
<u>Combined Control Facilities</u>			
900	-	855	FPL - 11
750	-	713	FPL - 10
400	-	380	FPL - 9
150	-	143	FPL - 8
100	-	95	FPL - 7
0	-	99.9	FPL - 6
<u>Towers With Radar</u>			
465	-	441	FPL - 12
372	-	353	FPL - 11
292	-	277	FPL - 10
232	-	220	FPL - 9
172	-	163	FPL - 8
111	-	105	FPL - 7
79	-	75	FPL - 6
46	-	43	FPL - 5
0	-	45.9	FPL-4
<u>Air Route Traffic Control Centers</u>			
1550	-	1473	FPL - 12
1250	-	1188	FPL - 11
600	-	570	FPL - 10
0	-	599.9	FPL - 9
<u>Combined Tracons</u>			
1395	-	1325	FPL - 12
930	-	883	FPL - 11
465	-	441	FPL - 10
0	-	464.9	FPL - 9
 End			

Staff Support Specialist Pay Bands, effective January 1, 2013 - exclusive of locality pay											
		Code	Dx	Ex	Fx	Gx	Hx	Ix	Jx	Kx	Lx
		ATC Level	4	5	6	7	8	9	10	11	12
Career Level											
Staff Support Specialist	I	Maximum	\$65,077	\$73,861	\$81,618	\$90,189	\$99,660	\$110,122	\$126,641	\$133,287	\$139,953
		Minimum	\$48,205	\$54,712	\$60,458	\$66,807	\$73,822	\$81,572	\$93,808	\$98,731	\$103,669
Note: Pay rates for EAA employees, including locality pay, are capped by law and remain frozen at the 2010 level of \$179,700.											

APPENDIX J

LOA to Retain MOUS

NATCA Consolidated Contract

APPENDIX X LETTER OF AGREEMENT TO RETAIN MOUS

The Parties agree the following agreements shall remain in full force and effect.

1. Smoking Settlement Agreement, dated October 8, 1992
2. Asbestos Release at Binghamton, dated April 10, 1995
3. Sexual Orientation Discrimination, dated December 9, 1998
4. EEO Mediation, dated July 24, 2000
5. Compensatory Time, dated January 30, 2008
6. ATSAP, dated March 27, 2008
7. EOS Office Move to Camp Creek Facility, dated January 22, 2009 (Contact your union rep or LR office for a copy)
8. ERAM Implementation and Deployment, dated December 4, 2009
9. Cru-X/ART, dated March 25, 2010
10. E&A ATO Safety Stand Down, dated June 9, 2010
11. ATC Safety Management System, dated June 24, 2010 and MOU extension dated August 15, 2012
12. Hoteling at the Southwest Regional Office, dated September 3, 2010
13. Security Breach, dated January 20, 2011
14. Installation of Security Cameras, dated February 8, 2011
15. Travel Charge Card, dated February 11, 2011
16. AOS Power Services Group Move into Building 260, dated April 1, 2011
17. Fitness Center at Camp Creek Facility, dated November 30, 2011
18. Credentialing MOU, dated March 18, 2008
19. Reimbursable Positions E&A, dated January 18, 2013

Joint Appendix X dated 02/26/2013

Page 1 of 1

J-1. Smoking Settlement Agreement

MOA Number : 922

Settlement Offer - SMOKING ISSUE

This agreement represents the final and binding resolution for all grievances/complaints and all impact-and-implementation bargaining between the Federal Aviation Administration (FAA) and the National Air Traffic Controllers Association (NATCA).

Center Option

1. Indoor smoking shall be prohibited at the approximately 22 Air Route Traffic Control Centers.
2. The FAA shall designate an area that is reasonably accessible to employees, and provides reasonable protection from the elements.
3. The FAA shall maintain a paging or messenger system within and around the smoking area that would allow the Agency to recall smokers to their duty stations quickly should an emergency arise.
4. Management shall permit reasonable smoking breaks consistent with operational requirements. Scheduling breaks is a management responsibility which must be met except for actual traffic considerations.

Terminal Option

1. In accordance with the Federal Service Impasses Panel decision, indoor smoking shall be allowed within FAA Terminal facilities and shall be negotiated locally on a site-specific basis.
2. In terminals where only one person is used to staff a shift, cigarette smoking shall be permitted within the work environment.
3. Smoking areas shall not be established in areas that non-smokers are required to use.
4. No cigar or pipe smoking shall be permitted in a facility.
5. No tower/terminal may ban smoking within a facility.

Smoking Cessation Classes for Center and Terminal Options

All bargaining unit employees who smoke shall receive official time in order to travel and attend smoking and cessation classes offered by the agency. Such classes shall be at no cost to the employee. The granting of official time for this purpose is subject to operational requirements. QTP shall be used to resolve any/all issues on smoking cessation classes.

The smoking cessation classes to be used, and the manner of use,

J-2. Asbestos Release at Binghamton

MOA Number: 922

shall be determined by the regional QTP steering committee, with oversight by the National Steering Committee.

Review Process

1. In the event the Agency or Union at the local level, have a dispute on the smoking area or site, intent of this agreement, or any other issue emanating from this agreement or an item pertaining to smoking, the parties shall elevate the issue to the respective regional levels for resolution.
2. In the event the Agency or Union at the regional level, have a dispute on the smoking area or site, intent of this agreement, or any other issue emanating from this agreement or an item pertaining to smoking, the parties shall elevate the issue to the respective national levels for resolution.
3. In the event the Agency or Union at the national level are unable to reach agreement on any smoking area or site, intent of this agreement, or any other issue emanating from this agreement or an item pertaining to smoking, the specific issue shall be submitted to an interest arbitrator for mediation/arbitration at the national level.
4. The parties at the facility level may review the operation of their agreement no sooner than ninety (90) days after implementation and yearly thereafter. If either party is not satisfied after the 90-day review, negotiations on a new site shall commence.

OCT 8 1992

Joseph M. Bellino
Joseph M. Bellino
Executive Vice President
National Air Traffic
Controllers Association, MEBA/AFL-CIO

Neil R. Planzer
Neil R. Planzer, Director
Air Traffic Program Management

Joseph W. Noonan
Joseph W. Noonan, Director
Labor and Employee Relations

MOA Number: 779

MEMORANDUM OF AGREEMENT
between the
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
and the
FEDERAL AVIATION ADMINISTRATION

This Memorandum has been executed by the Parties as the result of an incident that occurred at the Binghamton Airport Traffic Control Tower on September 23 through October 15, 1994 regarding the release of asbestos during the OSHA Fire and Life Safety Tower Upgrade. This Memorandum covers only bargaining unit employees at Binghamton, and does not constitute a precedent for any other incident.

1. Each employee at Binghamton Airport Traffic Control Tower who was on duty on September 23, through October 15, 1994 is eligible for a physical examination, provided the employee has not previously received this examination in conjunction with this incident. The examination shall be of the type described in this paragraph at Agency expense and on duty time. This examination will consist of the following:
 - a. a medical and work history;
 - b. a complete physical examination of all systems with emphasis on the respiratory system, the cardiovascular system and the digestive tract;
 - c. pulmonary function tests to include forced vital capacity (FVC) and forced expiratory volume at one second;
 - d. a chest roentgenogram (posterior-anterior 14X17 inches);
 - e. completion of the respiratory disease standardized questionnaire form, contained in 29 CFR Sect. 1910.1001, Appendix D, Part 1; and
 - f. any additional tests deemed appropriate by the examining physician.
2. In addition, the medical examination described above will be provided to each employee at five-year intervals for the duration of employment. A termination of employment examination will be provided within 30 days before or after the employee's final date of employment.
3. The results of these examinations will be retained by the Agency in the employee's medical records, along with a copy of this Memorandum. If requested by the employee, a copy of the examination results will be provided to the employee at no cost.

J-3. Sexual Orientation Discrimination

MOA Number : 779

4. Employees who wish to receive the examinations described in this Memorandum shall so notify the Binghamton Air Traffic Manager within 30 calendar days of the date of this Memorandum. Employees who do not so notify the Air Traffic Manager shall have no entitlements under this Memorandum. Employees must abide by the schedule of physicals described in Sections 1 and 2 in order to maintain their entitlements.

5. Hazard pay differential of eight (8) per cent, in accordance with 5 CFR Part 550, Subpart I, Appendix A, will be paid to all bargaining unit employees for each shift worked between September 23 and October 15, 1994 inclusive. These payments do not constitute precedent, and shall not be used to support any other claim for hazard pay by any employee, from Binghamton or any other facility, for this or any other time period.

6. Nothing in this Memorandum negates the right of any employee to file a Workers Compensation claim in accordance with the applicable procedures.

7. In return for the foregoing, the Union agrees that all known grievances are resolved including but not limited to (NC) AEA-94-255-BGM-2, AEA-94-421-BGM-2, AEA-94-422-BGM-2.

The Parties have executed this Agreement on the 10th day of April, 1995.

FOR THE AGENCY

Douglas R. Murphy

FOR THE UNION

Susan Sui

MOA Number : 3486

(4)

MEMORANDUM OF AGREEMENT between the NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION and the FEDERAL AVIATION ADMINISTRATION

Section 1: The parties have agreed in Article 56, Section 2 of the 1998 collective bargaining agreement, that no employee shall be discriminated against on the basis of sexual orientation.

Section 2: The parties further agree that an employee who wishes to raise a complaint of discrimination based on sexual orientation may do so under the parties' negotiated grievance procedure, or through the Department of Transportation's Procedure for Complaints of Discrimination Based on Sexual Orientation, but may not use both procedures for the same complaint.

Section 3: Complaint Procedure—An employee who chooses to make a complaint of discrimination based on sexual orientation under the DOT's Complaint Procedure shall do so within 45-day time frame specified in Paragraph 8.B of the Complaint Procedure. An employee who makes this election must exhaust that Procedure, up to and including the Final Agency Decision. If the employee is not satisfied with that Decision, the Union, at the national level, reserves the right to file a grievance on behalf of the employee under Article 9, Section 11 of the NATCA/FAA Agreement.

Section 4: Grievance Procedure—An employee who chooses to pursue a complaint of discrimination based on sexual orientation under the grievance procedure shall file the grievance in accordance with Article 9, Section 8 of the NATCA/FAA Agreement. However, after doing so, the employee may elect instead to invoke the DOT's Complaint Procedure by contacting an EEO Counselor within 45 calendar days of the alleged discriminatory event, or of the time the employee may have reasonably been expected to have learned of the event. In this case, the employee's grievance will be null and void.

FOR NATCA:

Mike McNally
Mike McNally, President
Melinda K. Kim
Melinda K. Kim, Labor Relations

FOR FAA:

Ronald E. Myers
Pammy Rivera
Acosta Kael

12/9/98
Date

98-006

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MOA Number : 2883

MEMORANDUM OF UNDERSTANDING
Between
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
And
FEDERAL AVIATION ADMINISTRATION

This Memorandum of Understanding (MOU) is entered into between the National Air Traffic Controllers Association (herein referred to as "the Union" or "NATCA") and the Federal Aviation Administration (herein referred to as "the Agency" or "Employer"); and collectively referred to as the "parties." This agreement represents the parties' understanding reached through the impact and implementation bargaining on the Agency's initiation to implement Order 1400.10, FAA Equal Employment Opportunity Mediation Program.

The parties have agreed to the following:

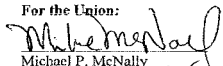
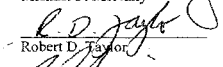
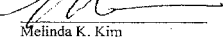
1. The Employer will disclose to the Union all resolutions or settlement agreements involving bargaining unit complainants reached through the mediation program, with the exception of those described in paragraph 4 below. If impact will result to the working condition of bargaining unit employees, the parties shall negotiate over the impact and implementation on the terms reached in the resolution or settlement agreement. Negotiations shall be conducted in accordance with Article 7 of the parties' collective bargaining agreement. However, recognizing the importance of settling EEO Complaints, and that the EEO complaint procedure has time limits outside the control of the parties, the parties will try to conclude bargaining as quickly as possible.
2. The terms and conditions contained in settlement agreements shall not conflict with or violate in any way the parties' collective bargaining agreement.
3. If the complainant objects to sharing information about his/her settlement agreement with the Union pursuant to paragraph 1. because of privacy reasons, the Agency will provide to the Union, to the extent it is possible to do so without disclosing the name of the complainant or information that would reveal the complainant's identity, information sufficient to enable impact and implementation bargaining over the terms of the agreement.
4. The parties agree that the Agency is not required to disclose to the Union, pursuant to this Agreement, settlement agreement provisions such as the following: compensatory damages; a change in performance rating; restoration of leave; expunging derogatory information from the Official Personnel File; private apology; or rescinding or reducing a disciplinary action. The Union retains all rights, and waives no rights, guaranteed under Section 7114 of Title 5 of the U. S. Code, to obtain any and all information from the Agency.
5. Both parties will respect the privacy of the complainant(s). Neither party will share or disclose the

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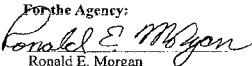
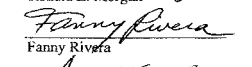
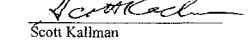
MOA Number : 2883

terms of any settlement agreement without the written consent of the complainant, except as provided by law, rule or regulation.

For the Union:


Michael P. McNally

Robert D. Taylor

Melinda K. Kim

For the Agency:


Ronald E. Morgan

Fanny Rivera

Scott Kallman

July 24, 00
Date

J-5. Compensatory Time

**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.

Page 1

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:

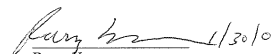
- (a) When an employee has requested and been approved to use compensatory time but the manager later withdraws his/her approval and no other leave dates are available to the employee prior to the expiration of the twenty-six pay periods; or
- (b) When an employee has made good faith efforts to use the 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:


Barry Krasner 1/30/08


Kevin Sills 1/30/08

For the FAA:


Carol McCrory 1/30/08

Page 2

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FAA AIR TRAFFIC ORGANIZATION (ATO)
AIR TRAFFIC SAFETY ACTION PROGRAM (ATSAP)
for AIR TRAFFIC PERSONNEL
MEMORANDUM OF UNDERSTANDING

1. PURPOSE. The FAA and NATCA are committed to improving air traffic control (ATC) system safety. Each party has determined that safety would be enhanced if there were a systematic approach for all ATC personnel to promptly identify and correct potential safety hazards. The primary purpose of the ATO Air Traffic Safety Action Program (ATSAP) is to identify safety events and implement skill enhancement and system corrective action to reduce the opportunity for safety to be compromised. In order to facilitate safety analysis and system corrective action, all ATC stakeholders join the FAA in voluntarily implementing this ATSAP for all ATC personnel, which is intended to improve flight safety through self-reporting, cooperative follow-up, and appropriate skill enhancement or system corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

2. BENEFITS. The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety of flight concerns. Through such reporting all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop skill enhancement or system corrective action to help solve safety issues and possibly eliminate deviations from and deficiencies in applicable air traffic control directives. For a report accepted under this ATSAP MOU, the Air Traffic Safety Oversight Service (AOV) will use lesser action or no action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with applicable air traffic control directives.

3. APPLICABILITY. The FAA ATO ATSAP applies to all FAA recognized credentialed personnel engaged in, and supporting air traffic services and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with applicable air traffic control directives that are not inadvertent or that involve gross negligence, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

4. PROGRAM DURATION. This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed. If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ATSAP may be terminated at any time for any reason by NATCA, the FAA, or any other party to the MOU. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed.

5. REPORTING PROCEDURES. When a credentialed individual observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

ATSAP MOU

5a. ATSAP Report Form. At an appropriate time during the duty day, the employee should complete FAA ATO ATSAP Form for each safety problem or event. The report must be submitted within 24 hours of the employee's duty day end time, (e.g. after the workday has ended) and submit it to (<https://atsapsafety.com>).

5b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ATSAP; regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a(2) and (3) of this MOU. Reports which the Event Review Committee (ERC) determine to be non sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

5b(1). Within 24 hours after the end of the duty day for the day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a credentialed individual's shift for that day ends at 1900 hours, the report should be filed no later than 1900 hours on the following day (Tuesday). In order for all credentialed personnel to be covered under the ATSAP for any apparent noncompliance with air traffic control directives resulting from an event, they must all sign the same report or submit separate signed reports for the same event. If the ATSAP system is not available to the credentialed individual at the time he or she needs to file a report, the employee may contact the ATSAP manager's office and file a report via fax or telephone within 24 hours after the end of the controller's shift for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days.

5b(2). Within 24 hours of having become aware of possible noncompliance with air traffic control directives provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 5b(1) above, the ERC will review all available information to determine whether the credentialed individual knew or should have known about the possible noncompliance with air traffic control directives within that time period. If the ERC determines that the credentialed individual did not know or could not have known about the possible noncompliance with air traffic control directives until informed of it, then the report would be included in ATSAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with air traffic control directives, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with air traffic control directives, then the report will not be included in ATSAP.

5c. Non-reporting employees covered under this ATSAP MOU. If an ATSAP report identifies another covered employee in an event involving possible noncompliance with applicable air traffic control directives and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with applicable air traffic control directives. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with applicable air traffic control directives, and the original report otherwise qualifies for inclusion under ATSAP, the ERC will offer the non-reporting employee the opportunity

ATSAP MOU

to submit his/her own ATSAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ATSAP as that accorded the report from the original reporting employee, provided all other ATSAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with applicable air traffic control directives by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination.

5d. Non-reporting employees not covered under this ATSAP MOU. If an ATSAP report identifies another employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with applicable air traffic control directives, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ATSAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ATSAP and invite the employee to submit an ATSAP report. If the employee submits an ATSAP report within 24 hours of notification from the ERC, that report will be covered under ATSAP, provided all other ATSAP acceptance criteria are met. If the employee fails to submit an ATSAP report within 24 hours of notification from the ERC, the possible noncompliance with applicable air traffic control directives by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination.

6. POINTS OF CONTACT. The ERC will be comprised of one representative from, or approved by ATO Safety Services, one representative from NATCA, and one AOV Air Traffic Safety Inspector (ATSI) assigned as the ATSAP representative or designated alternates in their absence. In addition, the ATO Safety Service will designate one person who will serve as the ATSAP manager. The ATSAP manager will be responsible for program administration and will not serve as a voting member of the ERC.

7. ATSAP MANAGER. When the ATSAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the ATSAP system. The ATSAP manager will maintain a database that continually tracks each event and the analysis of those events. The ATSAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ATSAP manager will send a written receipt to each employee who submits a report. The receipt will confirm whether or not the report was determined to be timely. The ATSAP manager will serve as the focal point for information about, and inquiries concerning the status of ATSAP reports, and for the coordination and tracking of ERC recommendations. The ATSAP manager will report on progress of the recommended system corrective action implementation as part of the regular ERC meetings. The ATSAP manager will publish a monthly synopsis of the reports received from credentialed personnel, with sufficient information so that the credentialed personnel can identify their reports. The outcome of each report will be published, however employee names will not be included in the synopsis. The ATSAP

ATSAP MOU

manager will provide any employee who submitted an ATSAP report with the status of his/her report.

8. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze reports submitted by the credentialed personnel under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

8a. The ATSAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ATSAP database with emphasis on determining whether system corrective action has been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for system corrective action for recurring events indicative of adverse safety trends.

8b. This ERC review is in addition to any other reviews conducted by the FAA. The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report 60 days in advance of the termination date of the demonstration program.

9. ERC PROCESS. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ATSAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least twice a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

9a. The ERC will make its decisions involving ATSAP issues based on consensus. Under the ATO ATSAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the skill enhancement or system corrective action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended skill enhancement or system corrective action to address a safety problem such as an operating deficiency or noncompliance with an air traffic control directive reported under ATSAP. The system corrective action process would include working the safety issue(s) with the appropriate facility or service area and the ATO that have the expertise and responsibility for the safety area of concern. AOV will not use the content of an ATSAP report in any subsequent credential action except as described in paragraph 10 of this document. However, recognizing that AOV holds regulatory authority to enforce the necessary air traffic control directives, it is understood that AOV retains all legal rights and responsibilities contained in FAA Order 1100.161, FAA Order 8000.90, and FAA Order

ATSAP MOU

8000.86 in the event there is not a consensus of the ERC on decisions concerning a report involving an apparent noncompliance(s), or qualification issue. ATO will not use the content of the ATSAP report in any subsequent disciplinary action, except as described in paragraph 10a(3) of this MOU.

9b. The parties to this agreement anticipate various types of reports will be submitted to the ERC. Reports may include: safety-related reports that appear to involve a possible noncompliance with applicable air traffic control directives, reports that are of a general safety concern, but do not appear to involve possible noncompliance with applicable air traffic control directives, all operational errors, and any other reports. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

9c. The ERC will forward non-safety reports to the appropriate ATO department head for his/her information and, if possible, internal resolution. For reports related to flight safety, including reports involving possible noncompliance with applicable air traffic control directives, the ERC will analyze the report, conduct interviews of reporting credentialed personnel, and gather additional information concerning the matter described in the report, as necessary.

9d. The ERC should also make recommendations for changes to systemic issues. For example, changes to the training curriculum for credentialed personnel. Any recommended changes will be forwarded through the ATSAP manager to the appropriate ATO department head for consideration and comment, and, if appropriate, implementation. The FAA will work with NATCA to develop appropriate changes for systemic issues. The ATSAP manager will track the implementation of the recommended skill enhancement or system corrective action and report on associated progress as part of the regular ERC meetings. Any recommended skill enhancement or system corrective action that is not implemented should be recorded along with the reason it was not implemented.

9e. ERC Recommendations. Any skill enhancement or system corrective action recommended by the ERC for a report accepted under ATSAP must be completed to the satisfaction of all members of the ERC, or the ATSAP report will be excluded from the program.

9f. Use of the ATO ATSAP Report: Neither the written report nor the content of the written ATSAP report will be used to initiate or support any ATO disciplinary action, or as evidence for any purpose in an AOV credential action, except as provided in paragraph 10a(3) of this MOU. The ATO or AOV may conduct an independent investigation of an event disclosed in a report.

10. ENFORCEMENT.

10a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ATSAP:

10a(1). The employee must submit the report in accordance with the time limits specified under paragraph 5 of this MOU;

ATSAP MOU

10a(2) Any possible noncompliance with applicable air traffic control directives disclosed in the report must be inadvertent and must not involve gross negligence; and,

10a(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ATSAP. Back reports involving the aforementioned activities will be accepted under ATSAP provided they otherwise meet the acceptance criteria contained herein.

10b. Sole-Source Reports. The ERC shall consider a report to be sole-source when all evidence of the event available to the ATO outside of the ATSAP is discovered by or otherwise predicated on the ATSAP report, or when a credentialed individual that has had an operational error or deviation files an ATSAP report. It is possible to have more than one sole-source report for the same event.

10c. Reports Involving Qualification Issues. ATO ATSAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a credentialed individual will be addressed with skill enhancement, if such action is appropriate and recommended by the ERC.

10d. Excluded from ATSAP. Reported events involving possible noncompliance with applicable air traffic control directives that are excluded from ATSAP will be referred by the AOV ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

10e. Skill Enhancement. Employees initially covered under an ATSAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended skill enhancement in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended skill enhancement in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

10f. System Corrective Action. Failure of the ATO organization to complete the ERC recommended system corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

10g. Repeated Instances of Noncompliance. The ERC will consider on a case-by-case basis the skill enhancement or system corrective action that is appropriate for such reports.

10b. Closed Cases. A closed ATSAP case including a related enforcement investigative report involving a noncompliance addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate credential action taken if evidence later is discovered that establishes that the noncompliance should have been excluded from the program.

ATSAP MOU

11. EMPLOYEE FEEDBACK. The ATSAP manager will publish a synopsis of the reports received from credentialed personnel. It is intended that through this agreement ATSAP synopsis reports may be included in NATCA's Air Traffic Controller publication monthly. The synopsis will include enough information so that credentialed personnel can identify their reports. Employee names, however, will not be included in the synopsis. The outcome of each report will be published. Any employee who submitted a report may also contact the ATSAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ATSAP will receive individual feedback on the final disposition of the report.

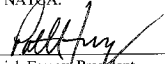
12. INFORMATION AND TRAINING. The details of the ATSAP will be made available to all credentialed personnel engaged in, and supporting the ATO in appropriate NATCA and FAA publications. All credentialed personnel will receive written guidance outlining the details of the program at least two weeks before the program begins. Credentialed personnel will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire credentialed personnel will receive training on the program during initial training.

13. REVISION CONTROL. Revisions to this MOU may be proposed by any party, will be conducted by the parties and require a voluntary agreement between the parties before change can be affected.

14. RECORD KEEPING. All documents and records regarding this program will be kept by the ATO's ATSAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with all applicable air traffic ATSAP MOU directives and all applicable law. NATCA and FAA will maintain whatever records they, deem necessary to meet their needs.

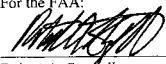
15. SIGNATORIES. All parties to this ATSAP are entering into this agreement voluntarily.

For NATCA:

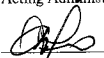

 Patrick Forrey, President
 National Air Traffic Controllers Association (NATCA)

3-27-08
 Date

For the FAA:


 Robert A. Sturgell
 Acting Administrator, Federal Aviation Administration

3-27-08
 Date


 Anthony S. Ferrante
 Director of Air Traffic Safety Oversight Service

3-27-08
 Date

Contact your union rep or LR office for a copy

J-8. ERAM Implementation and Deployment

MEMORANDUM OF UNDERSTANDING
ERAM IMPLEMENTATION AND DEPLOYMENT

This Agreement is made 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 between the Parties at the national level concerning all issues regarding the implementation and deployment of En Route Automation Modernization (ERAM).

UNION REPRESENTATIVES

- 1) NATCA National may designate one (1) Bargaining Unit Employee (BUE) to serve as the NATCA National Technology Representative. The Union representative at the national level is authorized to participate in briefings/meetings on ERAM as set forth below. Official time, travel and per diem shall be provided for all meetings and briefings, to include a reasonable amount of time for travel to attend these meetings or briefings that shall be conducted face to face.
 - a. The Union representative shall be invited to participate in briefings and meetings of any workgroups or boards established at the national level regarding the development, testing and implementation of ERAM. The Agency shall be responsible for notifying the NATCA National Technology Representative of these meetings.
 - b. National Automation Issues Review (NAR) Board meeting to identify, analyze, categorize and prioritize problems with ERAM identified through the National Aims Database that are forwarded to the national level. For any meetings conducted telephonically, computer and phone access shall be provided. The NATCA National Technology Representative shall have the level of access to the National AIMS Database necessary to participate on the NAR Board.
 - c. The Union representative shall be provided the opportunity to comment on the current ERAM Fallback and Recovery plan. The Union representative shall be allowed to collaborate with the Agency on future ERAM incremental and catastrophic failure planning and development.
 - d. Computer/phone access and other resources required by the program office shall be provided. Where space is available, the Agency will make a private office available for the National Technology Representative to utilize when participating in ERAM activities. If such space is not available at their facility of record, the representative will be allowed to work off of the premises.

- e. The Agency shall provide the NATCA National Technology Representative with written updates whenever any changes are made to the ERAM Waterfall.
- 2) NATCA National may designate one (1) BUE to serve as the NATCA National Training Representative. The Union representative at the national level is authorized to participate in meetings and briefings related to ERAM Training as set forth below. Official time, travel and per diem shall be provided for all meetings and briefings, to include a reasonable amount of time for travel to attend these meetings or briefings that shall be conducted face to face.
 - a. The Union representative shall be permitted to review the transition training already developed for ERAM, including the validation of said training.
 - b. No less than thirty (30) days prior to the beginning of ERAM training at all non-key site facilities, the Agency shall provide to the NATCA National Training Representative a list of the skills a BUE should have acquired upon the completion of ERAM training. Any subsequent modification/amendment to the skills list shall normally be provided to the national training representative no later than thirty (30) days prior to the beginning of training.
 - c. The Union representative shall be invited to participate in the development of any subsequent training including but not limited to supplemental and refresher training.
 - d. The NATCA National Training Representative shall be provided with the opportunity to provide input on the FAA Academy's training program as it pertains to ERAM.
 - e. In addition to contractual notification requirements, the NATCA Training Representative shall be provided with thirty (30) days advance notification and the opportunity to comment on any changes that may be required to FAA Training Order 3120.4 as a result of ERAM.
- 3) At the facility level, the Principal Facility Representative (PFR), or designee, may participate in the meetings/briefings on ERAM as set forth below. The PFR/designee shall have access to all data pertaining to the implementation and transition activities at the facility. Absent an emergency or other special circumstance, the Union Representative shall be released on official time. In addition to official time provide by the CBA for meetings and workgroups, an additional four (4) hours of official time per pay period shall be provided for ERAM related activities. This additional time expires thirty (30) days after ORD at each facility.

- a. At the facility level, the PFR or their designee will be provided the opportunity to participate in the following areas:
 - i. On any workgroup at the facility level related to ERAM activities.
 - ii. To make recommendations on the qualifications of BUEs to be selected for ERAM transition activities.
 - iii. On the Site Automation Issues Review (SAR) Board to prioritize problems identified through the National AIMS Database originating at the facility. The Union Representative shall have the level of access to the National AIMS Database necessary to participate on the SAR Board.
 - iv. To attend briefings provided to the facility in reference to the implementation of ERAM or ERAM transition activities.
 - v. In training developed at the local level related to ERAM.
 - vi. In accordance with FAA Order 7210.3U, in developing local 8.1.1 (Outage and Fallback and Recovery) guidance and/or ERAM degradation procedures.
 - vii. In reviewing locally developed forms, policies and procedures converted for use with ERAM.
 - viii. To participate in site PR scrub teleconferences.
 - ix. To monitor and verify developmental training status and delays.
 - x. On any other issues that may arise related to ERAM implementation.
 - b. If the Union reasonably believes that ERAM is having an adverse impact on the National Airspace System, it shall expeditiously provide its concerns and the basis for them to the Agency. The Agency shall expeditiously evaluate the Union's concerns and convey any proposed actions regarding their disposition to the Union.
 - c. Computer/phone access and other resources required by the program office shall be provided. Where space is available, the Agency will make a private office available for each Union Representative to utilize when participating in ERAM activities.
- 4) At the facility level, the designated Union Representative shall continue ERAM related duties until their facility has reached Operational Readiness Demonstration (ORD). The Union's National Technology Representatives shall continue ERAM related duties for a period, not to exceed one (1) year after the last facility has reached Operational Readiness Demonstration (ORD). If the Parties at the national level believe it is necessary, these time frames may be extended by mutual agreement.

SAFETY ANALYSIS

- 5) The FAA shall ensure appropriate safety analysis is completed that reflects the impact of ERAM functional performance on operations.

NATIONAL PROBLEM DATABASE

- 6) BUEs may voluntarily submit data for the National AIMS Database. Submissions shall be inputted electronically, unless the Parties agree to other arrangements at the local level. Where employees cannot print a copy of the report they submitted to the National AIMS Database, the employee, upon request, shall be provided with a copy of the report.
- 7) Any submission made to the National AIMS Database shall be on duty time. Time spent inputting problems shall be coded as duties.
- 8) Each Center implementing ERAM will have computers available twenty-four (24) hours a day that may be utilized for inputting data in to the National AIMS Database.
- 9) Workload permitting, BUEs shall be provided access to the National AIMS Database in order to review the status of a submission. Time spent reviewing problems shall be coded as duties.
- 10) Any future changes to the classification categories used in the National AIMS Database shall be briefed to NATCA National prior to affecting the change.
- 11) All BUEs shall be provided with instruction by the Agency on how to submit data for the National AIMS Database, on duty time.
- 12) All of those BUEs required to analyze or otherwise work with the contents of the National AIMS Database, beyond inputting trouble reports, shall be provided with appropriate training by the Agency.

TRAINING

- 13) The Agency shall provide job aids (checklist) at each operational position on how to transition during an ERAM fallback to EBUS and how to transition back again.
- 14) Management has determined that no portion of training related to the transition to ERAM shall be pass/fail in nature.
- 15) During the transition period, bargaining unit employees who indicate a need for further training shall be provided additional training as necessary.
- 16) The Agency shall notify each facility where ERAM is being implemented that training course materials developed at the National level may not be changed at the local level.
- 17) A developmental/CPC-IT currently training on a position when transition from DSR to ERAM begins shall be granted sufficient training time to attain the level

of proficiency he/she had at the time of the transition, prior to the resumption of the remaining allotted training hours. The employee's evaluations and/or training reports shall be used by the Agency to determine when the employee's former level of proficiency has been re-attained. Upon request, developmental/CPC-IT employees between certification or who have not begun training on their next position at the time of transition shall be granted a sufficient period of ERAM proficiency time prior to commencing training on their next position.

18) Basic and Supplemental ERAM training shall be provided to all BUEs prior to implementation of ERAM at each facility. If more than forty-five (45) days elapses between the time BUEs complete ERAM Training and the actual implementation of ERAM at the facility, ERAM Refresher Training shall be provided to the BUEs prior to implementation.

19) A BUE who misses the first day of ERAM training will be rescheduled for the training in its entirety. A BUE who misses the second day of ERAM training must be rescheduled to complete Day 2 and 3 within thirty (30) days. If the BUE misses the third day of training, then the training for Day 3 must be rescheduled within thirty (30) days. If training cannot be rescheduled within thirty (30) days, the BUE must retake the entire three (3) days of simulation training.

20) EBUS training shall be provided within sixty (60) days prior to IOC at each facility.

21) Regarding the assignment of ghost pilot duties, the FAA will first utilize those BUEs that are not assigned operational duties or actively training. The Parties at the local level shall determine the procedures for the rotation of ghost pilots. BUEs who are assigned to ghost pilot duties are subject to recall, if otherwise eligible.

22) Once a facility has begun to use ERAM, any employee who is unsuccessful in training from HOST to ERAM shall have their training suspended. A training review board shall be convened to determine the number of additional training hours that shall be provided to the employee, including lab scenarios.

23) Changes to the local training procedures resulting from the implementation of ERAM shall be handled in accordance with Article 7.

TRAINING INTERRUPTIONS AND DELAYS

24) For purposes of this Agreement, an "ERAM Training Delay" is defined as follows: The number of days that a BUE's training is delayed due to ERAM training and/or transition activities. A training delay can be either a formally documented suspension of a BUEs training for a specified period of time or a temporary suspension of a BUEs training for a period of not less than one (1) day.

Suspensions of training for reasons other than ERAM training and/or transition activities are not covered by this agreement.

25) Within sixty (60) days of the execution of this Agreement, the Parties at the national level shall meet and identify a method of identifying and tracking ERAM training delays, including delays for those BUEs whose training was interrupted or delayed due to ERAM training and/or transition activities.

26) The Parties agree that the calculation of training delays will be cumulative for each employee.

27) The Parties agree that the calculation of training delays and any compensation that may result will be retroactive to the beginning of ERAM transition activities at all facilities nationwide.

28) Developmental ATCs whose training has been delayed for a period of forty-five (45) days due to ERAM training and/or transition activities shall receive a \$1000 lump sum payment (within two pay periods of the forty-five (45) day mark). After a delay of ninety (90) days, the employee shall receive an additional \$500 lump sum payment (within two pay periods). After a delay of one hundred and thirty five (135) days, the employee will receive an additional \$500 lump sum (within two pay periods).

29) For any delay exceeding one hundred and eighty (180) days, in addition to the lump sum payments mentioned above, the employee will receive 50% of the difference between the employee's current pay level and the minimum of the next pay level. This payment will be as an adjustment to the employee's base salary.

30) The Agency shall make every reasonable effort to minimize training delays. NATCA National shall be provided with a monthly report tracking training delays.

SCHEDULES and WORKING HOURS

31) Any delay in the ERAM Waterfall shall not adversely impact the negotiated leave provisions provided by the 2009 CBA.

POST-EVALUATION

32) NATCA may designate a BUE representative to the ATO-S post-implementation Agency Evaluation Team that will be evaluating the deployment of ERAM. This person will be called the NATCA Evaluation Team Representative. The NATCA Evaluation Team Representative shall be a fully functioning participant on the team and will be provided the same level of access to all data and information from the key sites as is available to the Agency Evaluation Team Representatives.

The Parties at the National Level shall periodically review the status of the NATCA representative.

- 33) For sites other than Salt Lake City and Seattle, prior to ISD, the NATCA National Technology Representative shall be provided a copy of the final JOT&E report for each facility. The Union shall be invited to review the final report with the ERAM program office to provide input on prioritizations of issues, recommend actions, and list other issues not contained in the report.

FAMILIARIZATION

- 34) BUEs shall have an individual familiarization period commencing at their first use of ERAM operationally and extending for one hundred eighty (180) hours after ERAM is in use 24/7 at their facility. During that time the employee will not be decertified or have disciplinary action taken against them for OEs, ODs or air traffic incidents attributable to the use of ERAM. In order for this to apply, the incidents must not have included gross negligence, criminal activity, substance abuse, controlled substance abuse, alcohol use or intentional falsification. The Parties at the local level shall jointly review each incident to determine attribution. In the event that there is not a consensus agreement on attribution, the determination as to whether the incident is attributable to ERAM will be made in accordance with Article 64. In facilities utilizing ATSAP, the provisions of that program shall take precedence.

- 35) Block 62 of FAA Form 7210-3 shall be amended to include ERAM. Until FAA Form 7210.3 can be amended, the "other" block under Box 62 shall be selected and in Block 65 enter "Box 62 Other - ERAM in use".

- 36) In the event of an operational error/deviation FAA Form 7210-3 would be completed in accordance with FAA Order 7210.56. The agency shall ensure that no employee identifying information is revealed on the form.

MISCELLANEOUS

- 37) An employee who failed to receive ERAM training prior to IOC due to an extended absence from which he or she has returned without medical limitations, shall be assigned to ERAM training or other duties consistent with contractual and statutory requirements.

- 38) The Parties recognize the value of NATCA involvement in the training of peer controllers and in ERAM transition activities. At the local level, the Parties will collaborate on the identification of bargaining unit employees for ERAM activities, including training cadres. At those locations where re-solicitation and training is required, the process will be completed within thirty (30) days of the signing of this Agreement.

- 39) At each facility where ERAM is implemented, the Agency shall ensure that flight data information will be available to BUEs via flight strips or paper in the event of a failure of ERAM.

- 40) Prior to the implementation of ERAM transition activities at a facility, a verbal briefing on the facility transition plan/activities shall be provided. Those BUEs not present for these verbal briefings shall receive either a video taped presentation of the original briefing or a briefing package.

- 41) Facility management shall brief all affected BUEs on Traffic Management Initiatives planned due to the implementation of ERAM.

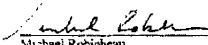
- 42) Upon request, BUEs shall be permitted to create their personal preference settings on duty time at a vacant position on the operational floor.

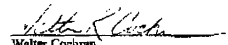
- 43) Where this agreement is inconsistent or in conflict with any local, regional or national MOU, the terms of this MOU shall supersede.

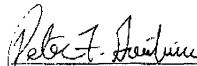
- 44) Any issue not addressed in this agreement shall be negotiated and/or resolved by the Parties at the National level in accordance with Article 7 of the CBA.

- 45) This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.

- 46) This Agreement shall terminate upon the expiration of the 2009 CBA between the Parties. This Agreement may be reopened upon mutual consent of the Parties.


Michael Robicheau
NATCA RVP


Walter Cozzum
FAA ATO


Peter F. Gimbore, Esq.
NATCA I.R.


Carol E. McCrory
FAA LR/HR Specialist

11/30/09
Date

12/1/09
Date



**AIR TRAFFIC ORGANIZATION
MEMORANDUM TO
SUPERVISORS AND MANAGERS**

From: H Michael Brown
Date: March 26, 2010
Re: Explanation of the Cru ART MOU

On October 7, 2009 an arbitrator's Remedy Award required the Agency to restore the "status quo ante" and continue "status quo ante" until all legal and contractual preconditions were completed. This meant the Agency was required to restore the Cru ART system back to provisions established under the 2002 MOU or negotiate with the Union an implementation policy agreeable to both parties.

Restoring Cru ART to its 2002 version would have required the Agency at a minimum:

- to revert back to a software application that no longer exists,
- remove the Cru-ART system from all locations with the exception of approximately 32 facilities,
- utilize paper Dash 10's & 4's at the facilities where the system was removed,
- manually input all T&A data, and
- manually input all CIC & OJTI data.

On March 25, the Agency and the Union were able (via the attached MOU) to comply with the award by completing their contractual obligation to bargain over Cru-ART. Some of the provisions of the MOU are listed below:

- Employees will not be required to "drag & drop" from position to position. This function will be performed by management or a CIC.
- Controllers who report to work at their scheduled time will not be required to sign in. However, employees who report to work at other than their scheduled time (i.e., flex in or take approved leave at the start of their shift) will make the appropriate entries into the system.
- Controllers will not be required to sign out at the end of their shift unless they are assigned these duties as CIC or they take leave at the end of their shift.

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- The Union will be allowed to reinstate a "break board" system. However, the "break board" will not supersede management's right to make or alter break assignments.
- The Agency will brief the Union on the current LDR and/or activity codes and within 7 days of the briefing the Union will indicate which codes they agree the Agency may continue to use.
- The Union will designate a full time National Representative in accordance with the 2002 MOU.

Finally, this MOU will resolve outstanding disputes over the use of the Cru ART system upon the execution of this agreement and implementation of its terms.

Attachment

2

Memorandum of Understanding
Between the National Air Traffic Controllers Association
And the
Federal Aviation Administration

This Memorandum of Understanding (MOU) is made and entered into by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "Parties." This Agreement represents the Parties complete understanding regarding the implementation of Arbitrator Ira Jaffe's October 7, 2009 arbitration award ("Award"). This MOU covers the following Bargaining Units represented by NATCA: Air Traffic Control Specialists, Traffic Management Coordinators, Staff Support Specialists, and NOTAM Specialists.

Section 1. The Parties recognize that the terms of the Award directed the Agency to restore the status quo ante and continue the status quo ante until all legal and contractual preconditions to changing those established conditions of employment were satisfied. Such an order required the Agency to readopt the provision of the 2002 CRU-X/ART MOU and the 2003 Addendum until the Parties were able to negotiate a successor agreement regarding the CRUX/ART MOU. The Parties recognize that this agreement solely serves as a means to effectuating the Arbitrator's Award. All future changes are subject to legal and contractual bargaining obligations.

Section 2. Within thirty (30) days of the effective date of this agreement, the Agency will not require bargaining unit employees (except Controllers in Charge, who may be assigned these duties) to "drag and drop" as a way of maintaining time on position records. Any Controller in Charge who is required to perform the "drag and drop" operations in the course of their duties shall be provided training as appropriate.

Section 3. The Agency has determined that the recording of employee time on position activity shall be accomplished in a uniform and consistently applied manner using the Agency's CRU-X/ART system.

Section 4. A bargaining unit employee, who reports for his or her scheduled shift on time, will not be required to sign in to the CRU-X/ART system at the start of their scheduled shift. However, an employee who elects to utilize flex time or approved leave at the start of their shift will make the appropriate sign in entries in the system. The bargaining unit employee shall not be required to sign out unless assigned duties as a Controller in Charge. A bargaining unit employee who takes leave during or at the end of the shift must make the appropriate sign out entries in the system.

Section 5. The Union, at the local level, shall be allowed to reinstate "break board" systems. Any issues related to the development, placement, or use of "break boards" shall be addressed at the local level. The use of the "break boards" does not supersede management's right to make or alter break assignments.

Section 6. Upon the effective date of this Agreement, the Agency agrees to terminate the use of any LDR or activity codes regarding Facility Absence associated with Article 33, Section 2 of the 2009 Collective Bargaining Agreement.

Section 7. The parties will follow the Collective Bargaining Agreement for the purpose of recording official time in four (4) categories using the Agency's system.

Section 8. Within seven (7) days of the signing of this Agreement, the FAA shall schedule a meeting to brief the Union on all the LDR and/or activity codes that have been created by the FAA. Within seven (7) days of that briefing, the Union shall indicate which of the codes the Union mutually agrees that the Agency can continue using. Upon the effective date of this agreement, the Agency will continue to use the LDR codes agreed upon in the 2002 MOU, the 2003 Addendum, the 2009 Collective Bargaining Agreement, and those reached in this subsequent exchange.

Section 9. Within thirty (30) days of the effective date of this Agreement, NATCA shall designate a full time National Representative in accordance with the 2002 MOU and 2009 Collective Bargaining Agreement. The National Representative will be designated on duty time for the purposes of the assignment. There shall be no requirement that the representative be permanently based in Washington, DC. Any travel and per diem will be in accordance with the Parties' Collective Bargaining Agreement and Agency regulations.

Section 10. The National Representative shall be afforded full participation in the development, maintenance, and implementation of the CRU-X/ART or subsequent system, as it pertains to use by bargaining unit employees. As such, the National Representative shall be provided access to information related to use of the system. The National Representative shall also be provided access to relevant information and data related to the Agency's efforts to develop any system that will replace CRU-X/ART. The National Representative shall be a full participant in any activity related to functionality or use by the bargaining unit and will jointly develop any training materials and communication for the bargaining unit. The National Representative shall work, in conjunction with the Agency's Representative, to address any technical concerns related to the administration of the 2002 MOU and the 2003 Addendum including, but not limited to, the "On Duty" list addressed in Section 5 of the 2002 MOU.

Section 11. Should the Parties mutually agree to the necessity of Regional or Local Focal Points or Subject Matter Experts related to CRU-X/ART or the development of any changes to the system, those representatives will be granted duty time as necessary, subject to operational requirements.

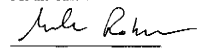
Section 12. Any training materials developed by the Agency prior to the assignment of the National Representative shall be provided to NATCA in advance of any dissemination for review and comment.

Section 13. The terms of this Agreement shall remain in full force and effect until the Parties complete their bargaining obligation to make changes or upon the expiration of the 2009 Collective Bargaining Agreement, whichever comes first.


Section 14. The terms of this Agreement resolve outstanding disputes over the use of the CRU-X/ART system, LDR codes and activity codes. By execution of this agreement and implementation of its terms, the following disputes are withdrawn and/or deemed by the parties to be resolved in full:

WA-CA-10-0164 (filed 01/04/2010)
WA-CA-10-0176 (filed 01/07/2010)
FAA Grievance # G104635, elevated October 2, 2009

For the Union:



Michael Robicheau

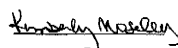


Phil Barbarello

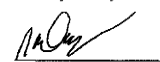


Kevin Sills

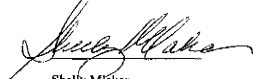
For the Agency:



Kimberly Mosley



H Michael Brown



Shelly Miskar



Robert Tobin

Date: 3-25-2010



AIR TRAFFIC ORGANIZATION MEMORANDUM TO SUPERVISORS AND MANAGERS

From: H Michael Brown

Date: April 20, 2010

Re: Q & As Reference the 2010 CRU-X/ART MOU

This guidance is being provided to the field to assist in the administration of the CRU-X/ART MOU.

Questions and Answers

Q. As a result of the CRU-X/ART MOU (signed March 25, 2010), can facility management unilaterally change a standard operating practice that existed at their facility prior to the signing of the MOU?

A. The facility management should not unilaterally make changes to their standard operating practices/procedures as implementation of such a change may trigger a mid-term bargaining obligation. Any desired changes to facility standard operating practices/procedures must be coordinated with your servicing Labor Relations office to ensure any required bargaining obligations are met prior to implementation.

Q. Do the provisions of the CRU-X/ART MOU, dated March 5, 2010, allow facility management to require employees to use 7230.10 position logs?

A. No. The agency has determined that the recording of employee time-on-position activity shall be accomplished in a uniform and consistently applied manner using the Agency's CRU-X/ART system.



**AIR TRAFFIC ORGANIZATION
MEMORANDUM TO
SUPERVISORS AND MANAGERS**

From: H Michael Brown
Date: May 7, 2010
Re: Q & A Reference the 2010 Cru ART MOU

This guidance is being provided to the field to assist in the administration of the 2010 Cru ART MOU.

Questions and Answers

Q. What is the effect of the 2010 CRU-X/ART MOU on the 2002 MOU and the 2003 Addendum?

A. The 2010 MOU serves to effectuate the October 7, 2009 arbitration award that required the Agency to readopt the provisions of the 2002 MOU and the 2003 Addendum. The 2010 MOU does not invalidate the 2002 MOU or 2003 Addendum and must be read in concert with these two agreements. Changes are subject to legal and contractual bargaining obligations.

Q. How will local issues regarding CRU-X/ART be handled?

A. The 2002 MOU specifically outlines three subject areas that are appropriately addressed at the local level: the setting of "on position" list alert parameters, the location of computers to be utilized by bargaining unit employees for access to the system, and access to the FAA Intranet for computers associated with CRU-X/ART. Alert parameters shall be determined jointly by the Parties at the local level and any dispute forwarded to the National CRU-X/ART representatives for resolution. Should either Party have a concern with the current location of the computers or the access to the FAA Intranet, the matter should be elevated to the National CRU-X/ART representatives. If, however, a new workstation is set for installation, the Parties will negotiate the placement of the computers and Intranet access at the local level.

The National CRU-X/ART representatives may also defer matters of administering the 2002 MOU, the 2003 Addendum, and the 2010 MOU to the local level. In the event that such a designation is made, notice will be provided to all local representatives.

All other technical issues regarding the administration of the 2002 MOU, the 2003 Addendum,

and implementation of the 2010 MOU will be addressed by the National representatives in accordance with Section 10 of the 2010 MOU.



AIR TRAFFIC ORGANIZATION MEMORANDUM TO SUPERVISORS AND MANAGERS

From: H Michael Brown

Date: June 8, 2010

Re: 2010 Cru ART MOU Section 8 Code Guidance

This guidance is being provided to the field to assist in the administration of the 2010 Cru ART, Section 8.

IAW Section 8 of the 2010 Cru ART MOU the Agency and NATCA completed the review of the codes and attached is a list of the **only** codes that can be used in the system. The attached list also contains a brief description of each code. This list should be provided to all OMs/FLMs and CICs as part of their CRU-X/ART training, and should also be kept in the operation for reference.

The list of codes is broken down into 4 sections.

- Required - Codes required for all facilities
- Optional - Codes to be used as necessary
- Administrative - Codes that are to be used in the Administrative areas **only**
- Interface - These tasks will not appear in the "Other Duties List" but are automatically recorded by the application from other areas on the Cru-X/ART duty board.

All current codes will be replaced with the new required codes on June 14, 2010.

Managers should work collaboratively with their Facility Rep to decide if any of the optional codes are needed locally.

Questions concerning this guidance should be forwarded to the appropriate ETR or submitted to following email address:

9-AJG-C-MoU

NATCA Bargaining Unit - Other Duties Tasks

CODE USE	TASK_NAME	TASK_DESC
REQUIRED	# PRE-POST POSITION BRIEFING - ATC	Pre/Post Position briefing time
REQUIRED	ADMIN AIRSPACE AND PROCEDURES-ATC	Administrative activities for Airspace and Procedures
REQUIRED	ADMIN AUTOMATION-ATC	Administrative activities for Computer Automation
REQUIRED	ADMIN MILITARY OPERATIONS-ATC	Administrative activities for Military Operations
REQUIRED	ADMIN QA-ATC	Administrative activities for quality assurance including accident/incident investigations and packages
REQUIRED	ADMIN SCHEDULE-ATC	Administrative activities for creating and maintaining facility schedules
REQUIRED	ADMIN SUPPORT ARTICLE 17 DUTIES	Administrative activities for general administrative duties
REQUIRED	ADMIN TRAINING ADMINISTRATION-ATC	Administrative activities for training including development/delivery of training and/or maintaining training records
REQUIRED	ARTICLE 48 DUTIES	Perform Article 48 Duties
REQUIRED	NON-POSITION OPERATIONAL DUTIES - ATC	Including Monitor Operations, Aviation Medical, Facility tours, Rainchecks, Career Days, etc.
REQUIRED	OJT BRIEFINGS/MEETINGS - ATC	Activities associated with OJT (OJT briefings, OJT Team meetings, complete training form, OJT training, etc.)
REQUIRED	TRAINING (CBI MBJ REFRESHER, Team Briefing, ETC.) - ATC	Attend onsite training and development programs
REQUIRED	TRAINING OFFSITE (RTF, OJT, ETC.) - ATC	Attend offsite training and development programs, including on-duty travel time to/from training site
REQUIRED	LRD 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.
REQUIRED	LRG General LMR	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).
REQUIRED	LRM Midterm 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, FSP, and interest arbitration services are also included in this category.
OPTIONAL	LRT 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.
OPTIONAL	ATSAP-PROVIDE TRAINING	BUE's conducting ATSAP training
OPTIONAL	ATSAP-RECEIVE TRAINING	BUE's attending training for ATSAP/ATSAP ERC
OPTIONAL	CRITICAL INCIDENT STRESS MANAGEMENT-ATC	Support of the Critical Incident Stress Team
OPTIONAL	EEO COUNSELORS ACTIVITIES - ATC	EEO counselors Activities
OPTIONAL	ERAM IMPLEMENT TRNG 4090	ERAM Implementation Training
OPTIONAL	ERAM SITE PREP/INSTALL/TEST AND CHECKOUT 4060	ERAM Site Prep, Install, Test and Checkout
OPTIONAL	HAITI EARTHQUAKE	Support Haitian Earthquake Relief Effort
OPTIONAL	OSHKOSH OTHER - ATC	Activities related to Oshkosh
OPTIONAL	OSHKOSH STAFF TEMP FACILITY - ATC	Staffing Temporary Facility for Oshkosh
OPTIONAL	STAFF TEMP FACILITY - ATC	Staffing Temporary Facility for Special Event
OPTIONAL	SUN N FUN OTHER - ATC	Activities related to SUN N FUN
OPTIONAL	SUN N FUN STAFF TEMP FACILITY - ATC	Staffing Temporary Facility for SUN N FUN
OPTIONAL	TMA IMPLEMENT TRNG 4090	TMA Implementation Training
OPTIONAL	TMA SITE PREP/INSTALL/TEST AND CHECKOUT 4060	TMA Site Prep, Install, Test and Checkout

AJG-C

6/8/2010

J-10. E&A ATO Safety Stand Down

NATCA Bargaining Unit - Other Duties Tasks

CODE USE	TASK_NAME	TASK_DESC
ADMIN ONLY	TRAINING QUALIFICATION CLASSROOM-ATC	Employee is assigned to the classroom portion of any "Stage" of training (Stage II, IV, V, VII)
ADMIN ONLY	TRAINING TSS-ATC	Assignment to the TSS and actually running TSS scenarios
ADMIN ONLY	TRN STAGE 1-ATC	2152 Developmental receiving Stage 1 training
ADMIN ONLY	TRN STAGE 2-5 CLASSROOM-ATC	2152 Receiving Classroom Training Stage 2-5
ADMIN ONLY	TRN STAGE 2-5 PRE/DEBRIEF SIMULATION-ATC	2152 Receiving or Providing Pre/Post Simulation debrief
ADMIN ONLY	TRN STAGE 2-5 SELF STUDY-ATC	2152 Developmental self study Stage 2-5
ADMIN ONLY	TRN STAGE 2-5 SIMULATION-ATC	2152 Receiving or providing Stage 2-5 Simulation training
ADMIN ONLY	TRN STAGE 6-7 CLASSROOM-ATC	2152 Receiving Classroom Training Stage 6-7
ADMIN ONLY	TRN STAGE 6-7 PRE/DEBRIEF SIMULATION-ATC	2152 Receiving or Providing Pre/Post Simulation debrief
ADMIN ONLY	TRN STAGE 6-7 SELF STUDY-ATC	2152 Developmental self study Stage 6-7
ADMIN ONLY	TRN STAGE 6-7 SIMULATION-ATC	2152 Receiving or providing Stage 6-7 Simulation training
INTERFACE	AVAILABLE NOT ASSIGNED - ATC	Controller in Available List
INTERFACE	CONTROLLER IN CHARGE - ATC	Controller performing Watch Supervision (CIC)
INTERFACE	ON POSITION - ATC	Controller On Position
INTERFACE	PROVIDE OUT - ATC	Controller performing OUT
INTERFACE	RECEIVE OUT - ATC	Developmental receiving OUT

AUG-C


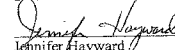
6/8/2010

Memorandum of Understanding Between the National Air Traffic Controllers Association and the Federal Aviation Administration

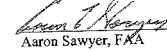
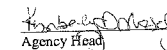
This Memorandum of Understanding (MOU) is made by and between the Federal Aviation Administration ("FAA" or "the Agency") and the National Air Traffic Controllers Association, AFL-CIO Architects and Engineers Bargaining Unit ("NATCA" or "the Union"), collectively known as "the Parties". This MOU represents an understanding between the Parties regarding the Safety Stand Down within the Technical Operations organization of the FAA.

1. The Agency will provide the appropriate local NATCA representative or his/her designee with advance notice of at least four (4) business days whenever possible, via electronic mail, to attend all formal discussions regarding NATCA Engineer and Architects' Safety Stand Down meetings/trainings.
2. Should it become necessary to postpone a Safety Stand Down meeting, management will notify the local NATCA Facility Representative or his/her designee and all affected employees as soon as practical.
3. The Parties agree that these meetings are designed to help change the safety culture within the organization of the FAA by promoting a dialog between Management and employees. Employees may volunteer comments of a professional, non-personal nature at meetings. Employees who are uncomfortable volunteering information at meetings are free to provide the comments to their local Union Representatives, who will provide the comments to the FAA management within 7 calendar days.
4. Employee's technical questions regarding specific safety rules will be answered in a timely manner and distributed appropriately. All employees will be allowed to access the Safety Stand Down website (<https://intranet.faa.gov/faaemployees/go/techops/ssd>) for answers.
5. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either party.
6. Should either party want to propose a change to this Agreement, they may contact the other party and upon mutual agreement of the parties, that change shall be addressed in accordance with the provisions of Article 7 of the Parties' Collective Bargaining Agreement.
7. This MOU shall take effect upon completion of Agency Head Review or 30 days after signing of the Agreement, whichever is first. This Agreement will remain in effect for the duration of the Collective Bargaining Agreement between the Agency and NATCA Engineers and Architects.

For the Union:

 6-8-10
 Dominic Petrelli Date
 6-8-10
 Jennifer Hayward Date

For the Agency:

 6-9-2010
 Aaron Sawyer, FAA Date
 6-4-2010
 Agency Head 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.

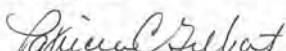
Section 3. NATCA stakeholders/Union Representatives shall be in a duty status, if they otherwise would have been in a duty status while participating on a Safety Risk Management Panel (SRMP). When participants are provided with a copy of the issue prior to the scheduled meeting, sufficient time to review 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

6/24/2010
Date

Page 1 of 1

Official Time Letter of Agreement

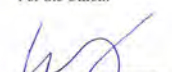
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "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 duration of the Safety Management System (SMS) Memorandum of Understanding.

Section 1. The SMS MOU dated June 24, 2010 shall be extended so that it remains in effect for the duration of the Parties' 2009 Collective Bargaining Agreement.

For the Union:

For the Agency:


Eugene Freedman
Deputy General Counsel


Shelly Mlakar
Director HR Field Operations

Date: August 15, 2012

J-12. Hoteling at the Southwest Regional Office

**MEMORANDUM OF AGREEMENT
Between the
Federal Aviation Administration (FAA)
And the
National Air Traffic Controllers Association (NATCA)
And the
Professional Airway System Specialists (PASS)**

This Memorandum of Agreement (MOA) is made and entered into by and between the Unions, National Air Traffic Controllers Association (NATCA), Engineers and Architects and Professional Aviation Systems Specialists and the Federal Aviation Administration (FAA), collectively referred to as "the Parties", concerning the Agency's decision to establish joint use Field Workstations (hereinafter "Hotelling Area or Workstations") as part of the third floor realignment of the Southwest Regional Office, for temporary use by field technicians and engineers within Engineering Services (ES). The Parties mutually agreed that:

1. The scope of this agreement is limited to the Engineering Services, Southwest Regional Office, located at 2601 Meacham Boulevard, Fort Worth, Texas, 76137.
2. Occupancy of the hotelling area is primarily intended for ES field personnel. The workstations may be used by guest or detached staffs if available. However, priority shall be given to ES field personnel assigned to the Southwest Region.
3. Workstations within the hotelling area are 5'X5', and are not considered to be full sized.
4. Hotelling area occupants will have one lockable space for temporary storage of personal property. The key for the lockable space will be acquired during "check-in". Keys would be required to be surrendered when occupant "checks-out" of the hotelling space.
5. Each workstation within the hotelling area will have a phone, keyboard, flat panel monitor, mouse, and LAN access. Workstations will also be equipped with laptop docking stations, which would be compatible with comparable ratio to population to field personnel equipment. Voice mail will be provided to personnel requiring the use of a workstation in excess of 15 days.
6. The Administrator of the hotelling area will be a neutral entity from a Group that does not have field personnel. The Administrator would serve as a "front desk", and would be responsible for the workstation allocation, key control and issuance, and management of meeting rooms and vacant "C" cubicles that are to be used as overflow areas. Administrators will also have access to a master key to all lockable spaces within the hotelling area, and be authorized to unlock these spaces should field personnel not return the keys as required.

Page 1 of 3

7. Hotelling area occupants are responsible for removing all personal belongings, files, documents, and etc. from the workstations prior to their departure from the Hotelling area. The workstations shall be left in the same condition as when the occupant first arrived. Any personal belongings, documents, files, and etc. left in the workstations after the occupant has departed, shall be turned over to the applicable manager for disposition. Any hardware deployed to the workstations shall not be removed by any temporary occupants.
8. No advance reservations will be made prior to arrival. On the first day of duty in the regional office, field personnel are to "Check-in" at the "front desk" and select a workstation. Upon "check-in", field personnel can reserve that workstation for the duration of their stay. Only ES field personnel may reserve hotelling area workstations for subsequent days of usage.
9. ES field personnel who have established occupancy of a particular workstation will not be asked to move to a different location until either they are deployed on travel status or moved to a permanent cubical. If there is more than one person taking occupancy on a single day, the time of sign-in will establish the selection sequence.
10. Hotelling occupancy shall not exceed ninety (90) calendar days. If occupancy exceeds ninety (90) calendar days, the impacted employee will be given a permanent cubicle to occupy.
11. Should there be a requirement for overflow space; impacted field personnel will be first placed in vacant cubicles, then to designated meeting rooms. No field personnel will be placed in an overflow space while space is available within the hotelling area.
12. Designated meeting rooms that are to be used as overflow space for field personnel shall remain available for exclusive use by those occupying field personnel for the entire time of occupancy. The overflow space will not be available for meetings until no longer occupied by field personnel.
13. The number of field personnel occupying a meeting room used for overflow space will be determined by the Parties. If more than one employee occupies the overflow space, the appropriate number of LAN hubs will be added to compensate for the number of the employees being seated.
14. The use of meeting rooms for field personnel occupancy shall not exceed ten (10) continuous work days. Should the occupancy exceed ten (10) continuous work days and no other cubicle spaces are available, the impacted overflow field personnel may be allowed to work off site at a suitable alternative location. The off site location must not affect, detract, or diminish from the employee's ability to render full and industrious service in the performance of assigned duties.

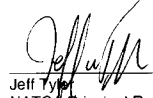
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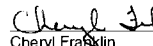
J-13. Security Breach

15. This MOA does not set precedence for cubicle size associated with personnel assigned to permanent cubicles. In addition, this MOA does not constitute any waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement (CBA) afforded to any Party.
16. Should any of the Parties propose a change to this agreement, that change shall be addressed in accordance with the provisions of Article 7, of the 2007 NATCA E&A/FAA CBA, and Article 69, of the 2000 PASS/FAA CBA.

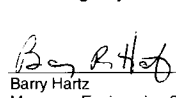
This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed, whichever occurs first, and shall remain in effect for the duration of the required use of the Hotelling area or until September 30, 2015.


For the Union:

 2/10/0830
Date
Jeff Tyler
NATCA Principal Representative-ESW

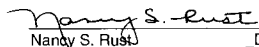
 8/31/10
Date
Cheryl Franklin
PASS Representative
Engineering Services

For the Agency:

 8/30/10
Date
Barry Hartz
Manager, Engineering Services
Southwest Region

 9/3/10
Date
Christopher Mays
Labor & Employee Relations Specialist
Southwest Region

Agency Head Review:

 9/15/10
Date
Nancy S. Rust
Acting Director,
Human Resource Management Division
Southwest Region

MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION

This Agreement is made by and between the National Air Traffic Controller's 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 data security /privacy breaches of February 2009, May 2009, and February 2010 and establishes procedures/processes to be followed in the event of future privacy breaches.

Section 1. For purposes of this Memorandum of Understanding, a privacy breach is defined as an incident of confirmed theft, loss or unauthorized disclosure of personal identifying information (PII) that requires disclosure/notification to the individual(s) in accordance with OMB Memo 07-16.

Section 2. NATCA will identify a Point of Contact (POC) for Data Security /Privacy issues at the national level. The Agency shall designate a Point of Contact from the office of IT Enterprise Services (AES).

Section 3. In the event that the Agency suffers a privacy breach, regardless of whether the data breached is within the control of the FAA, the Department of Transportation, the Department of Interior, or any other Federal Agency, the FAA shall provide NATCA's POC with notification of a breach as soon as the Agency learns of the breach. The NATCA POC will be provided with updates as information becomes available.

Section 4. The NATCA POC will be included in discussions to determine the appropriate level of identity theft protection to be provided in response to a privacy breach.

Section 5. The National Points of Contact shall meet at least once quarterly to discuss the Agency initiatives to maintain and protect employee PII and the data systems throughout the FAA that support that information. Topics that may be discussed include initiatives to remove PII from data systems, to eliminate the use of or reliance upon employee Social Security Numbers as a means for identification, to prevent privacy breaches to computer and data systems, and other initiatives designed to increase or promote the protection of PII. If the Parties' designees agree to meet at another interval, they may do so through mutual agreement.

Section 6. The Parties agree that the NATCA POC shall be on official time, if otherwise in a duty status, for all meetings described in Sections 4 and 5. If it is necessary to schedule meetings outside the regularly scheduled tour of duty of the NATCA POC, he or she shall be allowed to change his or her schedule, staffing and workload permitting, so that the he or she may participate during duty hours.

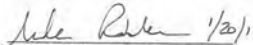
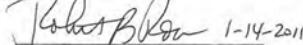
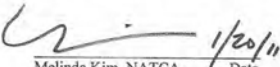
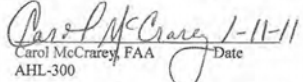


Section 7. If management determines that a face-to-face meeting is necessary, then the Agency will pay the appropriate transportation and lodging costs for the NATCA POC in accordance with the FAATP.

Section 8. Within 30-days of the signing of this agreement, a copy of all documentation or information provided to NATCA in the course of providing briefings or in response to information requests on the February 2009, May 2009 and February 2010 breaches will be provided to the NATCA POC. This material will be reviewed with the NATCA POC at the first meeting with IT Enterprise Services. Any new information pertaining to how the breach occurred, its scope and/or impact upon FAA employees, that is received by AES (and that can be released) shall be provided to the NATCA POC.

Section 9. A copy of the Information System Security Awareness and Privacy Training (SAT) shall be provided to the NATCA POC. Any changes to the training will be discussed with the POC. The Agency recognizes its obligation to provide notice and opportunity to bargain to NATCA in accordance with the Parties' collective bargaining agreements and applicable law and agrees that such negotiations on the impact and implementation of changes to the training shall be conducted in accordance with the provisions of the various mid-term articles in the Parties' collective bargaining agreements and applicable law.

Section 10. Provided staffing and workload permit, an employee, who has been identified as impacted by a privacy breach involving the FAA, will be allowed time while at work to assess and repair damage from identity theft. Use of a government computer to access the internet to contact banks, credit card companies, credit monitoring services or other activities relating to the restoration of one's identity is permitted as limited personal use under FAA Order 1370.79A.

Section 11. This memorandum of agreement becomes effective not later than thirty days after signing by the Parties and shall remain in effect for the duration of the Parties' respective Collective Bargaining Agreements.

 Michael Robicheau, NATCA Date 1/20/11	 Robert Rovinsky, FAA Date 1-14-2011 Director, IT Enterprise Services, AES-001
 Melinda Kim, NATCA Date 1/20/11	 Carol McCrory, FAA Date 1-11-11 AHL-300
 Sandra Riviere, NATCA Date 1/20/11	 Tony DiBernardo, FAA Date 1-11-11 ATO

2 of 2

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION AND
THE FEDERAL AVIATION ADMINISTRATION**

Installation of Security Cameras

This agreement is made by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "the Parties." This agreement applies to all NATCA bargaining unit employees. This agreement represents the full and complete understanding of the Parties at the National level with regard to issues arising to Installation of Security Cameras at FAA facilities.

- Section 1. The Parties agree that the primary purpose of the closed-circuit television ("CCTV") cameras, Entry Control Video ("ECV") and Intrusion Detection Systems or Sensors ("IDS") shall be for the surveillance of interior and exterior perimeter alarm points/zones to prevent thefts and deter criminal activity.
- Section 2. The Parties agree that the primary purpose of CCTV, ECV and IDS is not for the use and purposes of monitoring bargaining unit employees in work/operational areas, break areas, and other employee common areas, except as necessary under Section 1 of this MOU.
- Section 3. The Parties agree that the measures and devices, as referenced in Section 1, shall not be used as timekeeping devices to record arrivals and departures of employees for the purposes of tracking time and attendance.
- Section 4. The Parties agree that the measures and devices, as referenced in Section 1, shall coincide with the pertinent provisions of the Parties' Collective Bargaining Agreement, and that disciplinary action will not be taken without first conducting an investigation into the alleged event.
- Section 5. Should the Agency use data from CCTV, ECV, IDS or any other such measures and devices as supporting evidence in the imposition of discipline, the employee who is alleged to have committed the offense shall have a right to a copy of the data.

J-15. Travel Charge Card

2 of 2


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

This agreement shall become effective upon completion of Agency Head Review or thirty (30) days after this has been signed by the Parties, whichever comes first. This agreement shall remain in effect for the duration of the Parties' respective Collective Bargaining Agreements.

For NATCA:

 2/8/2011
Kimberlee Geo / Date

For FAA:

 2/8/11
Kurt Comisky / Date

Agency Head Review / Date

**Memorandum of Understanding
between
the Federal Aviation Administration (FAA)
and the
National Air Traffic Controllers Association (NATCA)**

This Memorandum of Understanding (MOU) is made and entered into by and between the National Air Traffic Controllers Association ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency") concerning the Agency's implementation of the DOT Travel Card Management Policy. This MOU is applicable to all bargaining units represented by NATCA.

1. All paragraphs in this Agreement between the Parties apply to all NATCA Bargaining Unit Employees unless otherwise noted.
2. The use of the Government-contractor issued travel charge card shall be administered in accordance with the law, including OMB Circular A-123, Appendix B, and DOT Travel policy, the Parties' Collective Bargaining Agreements (CBAs) and this MOU. Nothing in the DOT Travel Card Management Policy dated January 1, 2010, shall supersede the provisions of any NATCA Collective Bargaining Agreements unless specifically stated in this Agreement.
3. The DOT Travel Card Management Policy establishes when a travel card shall be issued except where superseded by a Collective Bargaining Agreement. Upon request, Employees who travel less frequently may be issued the card. Employees who do not travel frequently (2 times in a twelve month period) may be issued a ticket for transportation out of the Centrally Billed Account rather than being issued a travel card.
4. Employees will use the travel card to pay for official travel to the maximum extent possible for transportation, lodging and car rental expenses in order to comply with sections 5.1.1. and 8.2 of the DOT Travel Card Management Policy. However, Bargaining Unit Employees who need to use a personal credit card due to mitigating circumstances will have their expenses approved and reimbursed pursuant to section 10.4 of the DOT Travel Card Management Policy.
5. Bargaining Unit Employees that demonstrate mitigating circumstances that require the use of their personal credit card **will not be required** to provide a written statement acknowledging an improper use of a credit card as set forth in Section 10-4 of the DOT Travel Card Policy. Mitigating circumstances include but are not limited to: the travel card was rejected by the vendor, the card was lost or stolen, or their credit card could not be reinstated in time for the trip.

6. When Employees contact their A/POC (Agency/Organization Program Coordinator) to seek pre-approval to use their personal credit card, the FAA will work cooperatively with the Employee to address the situation. If the A/POC approves the request, the Employee will receive the approval in writing (an email, text message or facsimile) at the Employee's location so the Employee will have documentation on hand when making the purchase using their personal credit card. Employees who are approved to use their personal credit cards will not be subject to the negative effects of section 10.4 of the DOT Travel Card Management Policy.
7. Cardholders who do not maintain their "Frequent Traveler" status will be subject to travel card credit and cash withdrawal limit restrictions as established by DOT. Procedures for obtaining an increase prior to approved travel will be posted on the FAA Employee Travel website and prompt implementation of increases to credit limits will be considered a priority by management.
8. If the FAA cannot have the travel card limits reinstated before the employee is required to travel on official business, then the employee may pay for travel expenses using their personal credit card until the limits are increased on the government travel charge card for all expenses except airfare. Under these circumstances, the FAA will provide the employee with the appropriate airfare or ticket sufficiently in advance for the employee to travel. Under these mitigating circumstances, the employee shall not be required to sign the statement set forth in Section 10-4 of the DOT Travel Card Management Policy.
9. NATCA bargaining unit employees who have not been issued a government travel charge card or who have had their account suspended or terminated shall be allowed to use personal funds, including a personal credit card, for official travel. Such employees are also not subject to signing the written statement described in Section 10.4 of the DOT Travel Card Management Policy.
10. All NATCA Bargaining Unit Employees on long term travel will continue to submit their travel vouchers in accordance with their respective Collective Bargaining Unit Agreements.
11. Employees that make cash withdrawals at their permanent assignment location within three business days of an approved travel order will not be flagged by the FAA as a high risk travel card holder.
12. This Agreement will go into effect within thirty (30) calendar days after the date Parties sign this Agreement or upon Agency Head Review, whichever is sooner. This Agreement shall be effective for three (3) years.

04/22/2014 17:13 FAX

@0003/0003

For the Union:

Jennifer Hayward 4/6/11
Jennifer Hayward, Esq. Date
NATCA LR

Kelvin Hale 2/11/11
Kelvin Hale, NATCA Date

Tim Leonard 2/11/11
Tim Leonard, NATCA Date

For the Agency:

Joe Hodge 4/7/11
Joe Hodge, Deputy Manager Date
AFR-100

Carol McCrory 4/7/11
Carol McCrory, AHL-300 Date

Aaron Sawyer 4/7/11
Aaron Sawyer, AHL-300 Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION AND
THE FEDERAL AVIATION ADMINISTRATION**

Power Service Center

This agreement is made by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "the Parties." This agreement applies to all NATCA bargaining unit employees. This agreement represents the full and complete understanding of the Parties at the Local level with regard to issues arising to the initial movement and configuration of employees from Building 189 to the new Power Services Center (Building 260) at the Mike Monroney Aeronautical Center, but does not pertain to future workspace issues within the PSC.

Section 1. The Parties agree that Order 4665.4, FAA Administrative Spaceholder's Management Council Standard Operating Process, Procedures and Guidelines is merely an internal FAA management document that provides guidance, and as such, in no way diminishes the Agency's duty to bargain over workspace issues.

Section 2. Specific areas as noted below will be maintained as BUE space:

Lounge (103)
Records (107)
Team Lead (105)
Office (108)
Library (112)
Open Office (113)
Conference (136)
Copy (127)
Break Room (142)
Staff Patio
Conference (143)
Shipping/Receiving (117)
Storage (119 & 120)

Including hallways, vestibules, aisle ways and bathroom facilities.

Future changes to the use of these areas will be subject to negotiations in accordance with the CBA.

Section 3. The standard cubicle size for H-band and I-band engineers is 8'X10'.

Section 4. Employees are permitted to reconfigure cube areas as long as the walls remain intact and the number of work surfaces/storage areas is not severely diminished. Reconfiguration of walls will be negotiated on a case-by-case basis.

Section 5. Cubicles will be assigned based upon seniority as determined by the Union.

Section 5. The following improvements/amenities/agreements have already been incorporated into the building plan and represent agreements made between the parties:

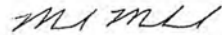
- Installation of sidewalk connecting PSC to main campus
- Installation of smoker's outpost in compliance with Agency's governing directives regarding smoking.
- Employee telephones will be equipped with Caller ID functionality and will be activated.
- Rooms 105 and 107 will be equipped desktop computers with LAN access.
- Rooms 105 and 107 will be equipped with projectors connectable to laptop computers.
- The patio area will be equipped with an outdoor grill.
- Break room will be equipped with full size refrigerator, ice maker, filtered drinking water, coffee maker w/instant hot water tap.
- Wall space will be provided in break room for the Union to install a bulletin board.
- Partitions in restrooms will be of full height to ensure privacy (including urinals).
- Seat cover dispensers will be placed in each bathroom stall.
- No parking spaces will be reserved except for handicapped spaces.

Section 6. The Agency will provide sufficient moving supplies (boxes, tape, etc.) to each employee to pack items (both personal and work-related) for transport from his/her current workspace to the new location in the PSC.

Section 7. The Agency will physically move all items from building 189 to the PSC, unless the employee chooses to move items themselves. The Agency will not be responsible for damage or loss to any personal items packed in the boxes.

J-17. Fitness Center at Camp Creek Facility

Section 8. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract and comprises the entire agreement between the parties regarding the matters describe herein.



3/31/11

For the Employer

Date



3/31/2011

For the Union

Date

Memorandum of Agreement Between

The National Air Traffic Controllers Association
Engineers and Architects, AFL-CIO

And

The Federal Aviation Administration

This Memorandum of Agreement ("MOA") is made by and between the National Air Traffic Controllers Association, Engineers and Architects, AFL-CIO ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties". This MOA represents the complete understanding of the Parties at the local level for all bargaining units represented by the Union concerning the establishment of a Wellness Center located at the FAA leased space commonly referred to as the Camp Creek Facility.

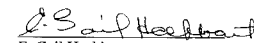
The Agency will provide rooms 143A and 143B located at the Camp Creek Facility, with applicable access, to NATCA for the establishment of a workout room in accordance with Section 60 of NATCA Memorandum of Understanding (dated January 22, 2009). The Agency will not be responsible for acquiring, installing, or maintaining exercise equipment used in the Wellness Center.

Room 143C will be used for Computer Aided Engineering Graphics (CAEG) Storage.

Room 142 will be remodeled and provided as a work room. The Agency will ensure that existing telephone, telephone outlets, and LAN outlets are operational. The existing laptop docking station and computer monitor will remain. The Agency shall remove existing office furniture, provide a conference table (3 ft x 8 ft), eight (8) matching chairs, a dry erase white board (4 ft x 8 ft) along the east wall, and add the work room to the Camp Creek Conference/Workroom Reservation Schedule.

The provisions of the MOA will satisfy the outstanding grievance filed by NATCA relating to the Wellness Center. NATCA agrees to immediately withdraw this grievance.

For NATCA:

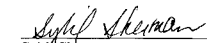


E. Gail Hackbart
NATCA Chief Negotiator

NOV 29 2011

Date

For the Agency:

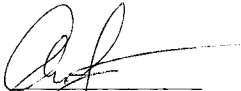


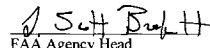
Sybil Sherman
FAA Chief Negotiator

29 Nov 2011

Date

J-18. Credentialing MOU


Alex Garcia
Manager,
Engineering Services
11/30/11
Date


FAA Agency Head
12-13-11
Date

AIR TRAFFIC ORGANIZATION (ATO) IMPLEMENTATION OF THE CREDENTIALING AND CTO CERTIFICATION PROGRAMS IN FEDERAL AVIATION ADMINISTRATION (FAA) ORDER 8000.90 FOR AIR TRAFFIC PERSONNEL MEMORANDUM OF AGREEMENT

This agreement is made and entered into by National Air Traffic Controllers Association (hereinafter "NATCA" or "Union") and the Federal Aviation Administration (hereinafter "FAA" or "Agency") to resolve any and all issues concerning the implementation and administration of the AOV Credentialing program described in FAA Order 8000.90, AOV Credentialing and Control Tower Operator Certification Programs.

It is agreed that the following terms and conditions will govern implementation and administration of all aspects of the AOV Credentialing Program for all covered Bargaining Unit Employees (hereinafter "Employee" or "Employees"). No modification or waiver of these terms and conditions shall be valid unless made in writing and executed by the Parties at the national level. Please note: wherever the word "credentials" is used within this Agreement, read it to mean "any AOV rating, designation or credential."

1. The implementation and administration of the AOV Credentialing Program described in FAA Order 8000.90 shall be based solely on an Employee's individual performance.
2. The Agency will not remove an employee's credential until all processes pertaining to unsuccessful performance contained within applicable statutes; negotiated agreements and FAA regulations have been completed, including procedures as described in Article 10 of the collective bargaining agreement.
3. During the initial implementation of the credentialing program an "over-the-shoulder" or other similar skills evaluation is not required of existing employees as part of the supervisory review to obtain a credential. Existing employees are those who are currently employed in the bargaining unit and are certified on at least one operational position, as of the effective date of this Agreement.
4. There is no requirement for Employees to have a credential document in their possession.
5. Biennial skills evaluations shall be based on the requirements for a performance skills check. They shall be performed by direct observation, limited to a single position during a single session.
6. No part of the biennial review shall consist of a written and/or oral test.
7. Biennial skills evaluations will be conducted only on a position on which the Employee is certified.

Credentialing MOU

8. Biennial skills evaluations shall be documented on FAA Form 3120-25. All unsatisfactory markings on the Form must be based on noncompliance with safety standards as described in FAA Order 7110.65.
9. All biennial skills evaluation sessions shall be recorded and copies of the sessions shall be retained for a period of twenty-four (24) months.
10. The first biennial skills evaluation will take place within thirty (30) days before the end of the Employee's birth month, after the first full year of issuance. Subsequent biennial skills evaluations will be conducted within thirty (30) days before the end of the Employee's birth month.
11. An unsuccessful biennial skills evaluation shall not result in an employee's decertification. The Employee's return to duty shall be determined on the basis of procedures contained in FAA Orders 3120.4, 7210.56, and the Parties Collective Bargaining Agreement.
12. If an Employee fails to pass a biennial skill evaluation, the Agency will notify him/her of the specific reasons in writing.
13. As provided in Order 8000.90, the Employee shall be given the opportunity to appeal an AOV decision regarding the removal of a rating and/or credential by making a written request to AOV-100 (or designee) within fifteen (15) days of receiving the written notice of the removal.
14. As provided in Order 8000.90, the Agency must provide a written response to the Employee's written appeal in Section 14, above. This response will be provided within fifteen (15) days of receiving the written appeal.
15. Should the Employee choose to appeal the response provided by AOV pursuant to Section 15 above, the Employee must submit a written appeal to the Director of the Air Traffic Safety Oversight Service (AOV-1) or designee within fifteen (15) days of the Employee's receipt of AOV's response.
16. A response will be provided by AOV-1 (or designee) within fifteen (15) days of receiving the written appeal from the Employee, and shall include the specific basis for the final Agency determination.
17. If an Employee is on an approved Opportunity To Demonstrate Performance (ODP) Plan at the time they are scheduled to undergo their biennial skills review, the credential period will be extended for the duration of the ODP Plan.
18. Employees who have not maintained currency requirements will not be required to undergo a biennial skills evaluation until they have returned to performing direct safety related air traffic control services. The Agency will not require both a

Credentialing MOU

recertification skills check and a biennial skills evaluation. In these circumstances, the certification skills check will begin the two (2) year period required for the next biennial skills evaluation.

19. Upon written request from NATCA's National Office and no more than four (4) times annually, the Agency shall provide the Union with an electronic list, identified by region and facility of all qualified Examiners, CTO Examiners, and Proficiency Managers.
20. Upon request by the Union, the Agency will provide the Union with an electronic list annually, of all Employees who have had their credentials removed in the preceding year.
21. Any and all provisions of this Agreement are valid exceptions to and supersede any existing agency rules, orders and practices concerning AOV credentialing.
22. There shall be no local or regional supplements or modifications of this Agreement authorized.
23. This Agreement shall remain in effect until May 1, 2011 and shall be automatically renewed for periods of one (1) year unless either party gives written notice to the other of its desire to amend or terminate this Agreement in accordance with the provisions of the collective bargaining agreement. This Agreement shall remain in full force and effect until a new Agreement is reached.

THE PARTIES

For NATCA:

Bryan W. Zilonis
Bryan W. Zilonis, Regional Vice President
National Air Traffic Controllers Association (NATCA)

18 MARCH 2008
Date

For the FAA:

Hank P. Krakowski
Hank P. Krakowski
Chief Operating Officer, Federal Aviation Administration

18 MARCH 2008
Date

Director of Air Traffic Safety Oversight Service
Director of Air Traffic Safety Oversight Service

20 MARCH 2008
Date

J-19. Reimbursable Positions E&A

Memorandum of Understanding Between the National Air Traffic Controllers Association And the Federal Aviation Administration

This Memorandum of Understanding (MOU) is made and entered into by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "Parties." This Agreement represents the Parties' complete understanding regarding the Agency's process to place *Engineer and Architects Bargaining Unit Employees (BUS 0062)* into full time P&E FTE Reimbursable Positions.

Section 1 In the event that it becomes necessary to place an employee into a reimbursable position, the Agency agrees to solicit volunteers from among qualified employees. All qualifications will be posted on the solicitation. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Section 2 Should an employee who is assigned to a reimbursable position be selected for a position or work assignment outside the reimbursable program, the vacated position shall be filled by the process as outlined in Section 1 of this agreement.

Section 3 The Agency is responsible for providing the employee a written notification when they are placed into a reimbursable position. As a minimum, this notification must:

- a. explain why the administrative action is taking place;
- b. provide the effective date of the administrative action;

Section 4 Employees who are placed into reimbursable positions will not be required to relocate.

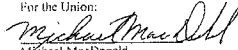
Section 5 This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either party.

Section 6 Should either party want to propose a change to this Agreement, they may contact the other party and upon mutual agreement of the Parties, that change shall be addressed in accordance with the provisions of Article 7 of the Parties Collective Bargaining Agreement.

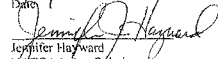
Section 7 This Agreement shall become effective thirty (30) days from the date this Agreement is signed by the Parties or upon Agency Head Review, whichever occurs first.

Section 8 This Agreement shall remain in effect during the life of the Parties current Collective Bargaining Agreement (dated August 5, 2007) and shall remain in effect during the Parties' successor Collective Bargaining Agreement.

For the Union:

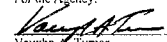

Michael MacDonald
NATCA Region X RVP

1/18/13
Date


Jennifer Hayward
NATCA Labor Relations

1/18/13
Date

For the Agency:


Vaughn K. Turner
VP, Technical Operations Serv.

1/16/13
Date


Roscoe Kidecy
FAA Labor Relations Specialist

1/14/2013
Date


Agency Head Review

1/30/13
Date

Memorandum of Agreement (MOA)

Between Office of Budget, Reimbursable Oversight Division (ABP-420)
And Technical Operations (AJW)

Article I – Purpose

This Memorandum of Agreement (MOA) between the Office of Budget and Programs (ABP-1) and the Air Traffic Organization, Technical Operations Services (AJW) is to define the roles and responsibilities of the parties with respect to the management of designated Facilities and Equipment (F&E), Full Time Employee (FTE) reimbursable personnel.

This agreement pertains to the management of the 35 reimbursable F&E positions whose workload cannot be charged against a single specific reimbursable agreement, but who are fully engaged in multiple reimbursable agreements. Provisions below address those circumstances in which an employee must be removed from this program. Additional employees may be added to this agreement by concurrence from both parties.

Article II – Roles and Responsibilities

AJW will provide management and support in accordance with Reimbursable policy and guidance (e.g., FAA Order 2500.35D, FAA Financial Manual) in managing and supporting the AJW employees identified as full-time reimbursable F&E FTEs. AJW will receive support by various parties (e.g., AMZ-330, Acquisitions (ACQ), Legal (AGC), Service Centers (AJV-E, C & W), and ABP/Budget Office) throughout the reimbursable process. The specific responsibilities within the reimbursable process for each organization identified above are outlined in the FAA Reimbursable Standard Operating Procedure and FAA Financial Manual, Volume 4, Chapter 6.

The specific responsibilities for AJW in support of the reimbursable F&E FTEs include but are not limited to the following activities:

- Ensuring resource availability prior to the execution of the agreement
- Managing Reimbursable Agreement (RA) Funding (commitments, obligations, close-out)
- Managing and reviewing LDR/Cru-X hours
 - Monitoring employee Cru-X charges to ensure correct coding of hours from 12XXFANOPRA to the applicable RA project/s
 - Supervisors or the designees will verify that biweekly Cru-X/CASTLE report match exactly.

Article III – Roles and Responsibilities – ABP-420

The Reimbursable Oversight Division (ABP-420) will provide training on the reimbursable process and timekeeping to the managers as well as the identified reimbursable F&E FTE employees. The training will also include an overview of roles and responsibilities as they relate to reviewing and approving labor charges and the correction of labor charges.

ABP-420 will review and monitor the hours charged by the FTEs to reimbursable and non-reimbursable projects on a monthly basis. ABP-420 will provide this data to AJW and ABP management monthly. This close monitoring will to help manage and track the indirect costs incurred.

Article IV – Financial Provisions

A portion of the Miscellaneous Overhead Collection receipts will be set aside to support the reimbursable identified F&E FTE's indirect hours (e.g., training, leave, advance support, etc.). AJW Supervisors are required to reassign a reimbursable employee that is not available to work on an RA due to workers compensation or extended annual or sick leave after three consecutive pay periods to a non-reimbursable (Direct) position. Should this action cause AJW to exceed the Activity 5 available position limit, AJW will attrite down to within their personnel authorized staffing number as soon as possible.

Article V – Special Financial Provision

ABP-420 acquires funds through the collection of indirect costs from designated agreements each fiscal year. Once ABP-520 records such funds, the funding will be transferred to the applicable account to cover the indirect costs outlined above.

In the event ABP-420 is unable to collect sufficient funding to support the overhead costs of these employees, the ATO will provide required funding.

Article VI – Term of the Agreement

This agreement shall be effective on the date of the last signature and shall remain in force until September 30, 2013. Both parties shall review the agreement 60 days prior to the end of the period of performance and determine if any revision is necessary before the agreement is renewed.

With a 60-day advance notice, either party can cancel this agreement. Should this agreement be terminated by either party, or allowed to lapse, AJW is required to immediately reassign the affected employees to a different common accounting number (CAN).


Article VII – Authority


ABP-420 and AJW agree to the provisions outlined in this agreement as indicated by the signatures of their duly authorized representatives. This MOA will be the primary reference document when dealing with the identified Reimbursable F&E FTEs.

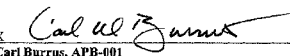
FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION


The following parties agree to execute this Memorandum of Agreement:

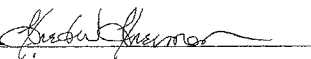
X  11/6/12
Date
Vaughn A. Turner, AJW-0
Vice President, Technical Operations Services, Air Traffic Organization

X  11/8/12
Date
Tim Hall, AJG-R3
Manager Fiscal Prioritization and Analysis, Air Traffic Organization

X  11/6/12
Date
Rob Tucker, APB-360
Director, Capital Expenditures Program

X  11/9/12
Date
Carl Burrus, APB-001
Director, Office of Budget and Programs

X  12/24/12
Date
Mark House, ABA-001
Deputy Assistant Administrator for Financial Services/CFO

X  12/8/2012
Date
Senior Resource Manager AFN and Comptroller ~~AF-FF~~ ABP500

APPENDIX K

Official Time Letter of Agreement

LETTER OF AGREEMENT

This Letter of Agreement (LOA) between the Federal Aviation Administration (FAA) and the National Air Traffic Controllers Association (NATCA) shall be read in conjunction with the collective bargaining agreement (CBA) covering the Air Traffic Control Specialists in the Flight Service Option bargaining unit (hereinafter "AFSS CBA").

This LOA is also applicable to the ongoing negotiations of the consolidated CBA covering, among others, the Staff Support Specialist (SSS) bargaining unit (hereinafter "Consolidated CBA") and shall be read in conjunction with that CBA, when executed.


Alaska Flight Service Station SSS bargaining unit employee totals shall be added to the combined bargaining unit totals for AFSS to determine the combined bargaining unit time for application of Article 2, Section 17, of the AFSS CBA.


The application of official time for Service Center Representatives defined in Appendix C Official Time Paragraph 2 shall be for representational duties associated with Aviation Technical Systems Specialists and Staff Support Specialists located at each of the Eastern, Central and Western Service Centers.

The Agency shall not raise, through the terms of the AFSS CBA and/or the Consolidated CBA, in any forum, or in the application of Article 2 of the AFSS CBA and/or the Consolidated CBA, any restriction on representation or the use of official time for representation by a NATCA representative for an employee in another bargaining unit covered by the AFSS CBA or the Consolidated CBA.

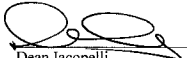
Signed this 29th day of November 2012.

For the FAA:


Michael Doss


Mark Guidic

For NATCA:


Dean Iacopelli

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