

ARTICLE 52 PROFESSIONAL STANDARDS PROGRAM

Section 1. The Parties at the national level shall maintain a Professional Standards Program (PSP). The purpose of the PSP 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. The Parties at the national level agree to maintain a joint National workgroup. The workgroup will consist of three (3) bargaining unit employees, selected by the Union at the national level, and three (3) Agency representatives. National PSP workgroup members 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 Collective Bargaining Agreement.

Section 3. When determined by the National PSP workgroup, facilities will combine with other surrounding facilities to create a District Professional Standards Committee (PSC). There shall be a chairperson of each District PSC, as appointed by the Union. The Facility PSC will be comprised of bargaining unit employees only, appointed by the Principal Facility Representative or his/her designee. There shall be a chairperson of the Facility PSC, appointed by the Principal Facility Representative. 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 chairperson to inform the manager of the need for the committee to meet.

When the National PSP Workgroup identifies the need for training for designated PSC member(s), they will be afforded sufficient duty time, unless staffing and workload do not permit, to receive the training, if otherwise in a duty status, and will be entitled to travel and per diem in accordance with FAATP and this Agreement.

Section 4. The PSC may accept performance and/or conduct based issues from other bargaining unit employees, management officials or other credible sources. The acceptance of an issue is at the sole discretion of the PSC. 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 5. The National PSP workgroup will maintain records of how many issues were brought forward, how many were accepted, and the number that were resolved in accordance with the Professional Standards Policy Manual. An acknowledgement that the issue is resolved or unresolved will be made available to the individual reporting the event.

Section 6. The Agency may elect to use the PSP as an alternative to disciplinary action under Article 10. Issues submitted 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. The Agency agrees not to refer to the PSP in any discipline or other administrative action.

Section 7. PSC members shall be provided access to 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 after the PSC has received an Agency submission and prior to adjudication, 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 8. The National Workgroup shall meet to review the effectiveness of the PSP annually. This review will include items maintained by the National Workgroup in Section 5. Based upon this review, the Parties agree to jointly modify the program to ensure the goals of the PSP continue to be met. Lessons learned, generic in nature, will be distributed, as deemed appropriate by the National Workgroup, to the workforce. Employee names or identifying information shall not be used.

Section 9. This Article does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.