

Agreement

between the

**National Air Traffic Controllers Association
AFL-CIO**

and the

**Federal Aviation Administration
U.S. Department of Transportation**

July 2016



PREAMBLE

The Parties agree that air traffic controllers and traffic management coordinators/specialists serve in a unique, complex and safety critical occupation.

This Collective Bargaining Agreement is designed to improve working conditions for air traffic controllers, traffic management coordinators/specialists and U.S. NOTAM Office (USNOF) specialists, facilitate the amicable resolution of disputes between the Parties and contribute to the growth, efficiency and prosperity of the safest and most effective air traffic control system in the world.

The true measure of our success will not be the number of disagreements we resolve, but rather the trust, honor and integrity with which the Parties jointly administer this Agreement.

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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 Air Traffic Control Specialists located in terminal and en route facilities, as certified by the Federal Labor Relations Authority (FLRA) on June 19, 1987 (Appendix D-1). The Agency also recognizes the Union as the exclusive bargaining representative of Traffic Management Coordinators/Specialists in terminal and en route facilities and the Air Traffic Control System Command Center (ATCSCC), as certified by the FLRA on May 25, 2000 (Appendix D-2), NOTAM Specialists at the ATCSCC, as certified by the FLRA on March 23, 1999 (Appendix D-3), and Air Traffic Control Specialists assigned to the Flight Service option, as certified by the FLRA on July 11, 2012 (Appendix D-4).

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 one (1) Principal Facility Representative and one (1) designee for each facility. Only the Principal Facility Representative and/or a designee may deal with the Air Traffic Manager and/or a designee. The Union may designate one (1) representative and one (1) designee for each team, crew, group or area, including the NOTAM Office and the traffic management unit, as appropriate in each facility. On each tour of duty, the Union may designate one (1) representative to deal with first and second-level supervisors. At the tour representative's option, he/she may designate an alternate to act on his/her behalf in dealing with first and second-level supervisors.

The Union may designate one (1) National Flight Service Representative and one (1) Alternate National Flight Service Representative.

The designation of all Agency and Union representatives shall be in writing.

Section 4. When the Union designates a nonresident Facility Representative, absent an emergency or other special circumstance at the facility at which he/she is employed, he/she shall be made available to carry out his/her functions under this Agreement. A nonresident Facility Representative is entitled to official time in accordance with Section 15 for the facility 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 at which the Union has designated a nonresident Facility Representative shall deal with the nonresident Facility 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 Air Traffic Manager and/or a designee and the Principal Facility Representative and/or a designee, the Facility 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 Air Traffic 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 of contact at the regional level shall be the appropriate Service Area Director for the affected facility(s) or a designee and the Union Regional Vice President or a designee. The normal point of contact at the regional level for ATCSCC issues shall be the Director, System Operations, AJR, or a designee and the Union's Regional Vice President or a designee. The normal point of contact at the district level shall be the appropriate Terminal District Manager for the affected facility(s) or a designee and the Union Alternate Regional Vice President or a designee.

The normal point of contact at the regional level for Flight Service shall be the Alaska Flight Services Information Area Group (AFSIAG) Manager or a designee and the National Flight Service Representative or a designee.

Section 8. When other qualified employees are available, the Principal Facility Representative or a designee shall not be required to temporarily

perform supervisory duties. When a Facility 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 Agency officials at the respective levels specified in this Article.

Section 10. Any Union official and/or a designee shall be permitted to visit air traffic facilities to perform representational duties, subject to prior notification. Visits to other Agency facilities shall be subject to notification and approval in advance.

Section 11. Once annually, the Principal Facility 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 by the Union and/or Agency relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Parties shall exchange agendas for meetings under this Article to the appropriate official. Determinations as to whether an individual can be spared from duty shall be made by the Agency based on staffing and workload.

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

Section 13. Absent an emergency or other special circumstance, if otherwise in a duty status, each Principal Facility Representative 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 Principal Facility Representative or a designee will be granted sixteen (16) hours of official time to receive orientation on the meaning of the Articles in this Agreement. In the event the Principal Facility Representative is officially replaced, his/her successor will be granted sixteen (16) hours of official time 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 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 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 National Flight Service Representative

For the purposes of this Section, "combined bargaining unit employees" includes those listed in Section 1 of this Article and Staff Support Specialists, series 2152, located in terminal and en route facilities, TRACONS, flight service station field facilities located in Alaska, and the David J. Hurley Air Traffic Control System Command Center (ATCSCC).

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.

Principal Facility Representatives may delegate their official time to Union designees at their facility. Official time granted to the National Flight Service Representative may be delegated to the Alternate National Flight Service Representative and to those other Union representatives within the bargaining unit who have been designated and identified in accordance with this Article. Should a Principal Facility Representative or National Flight Service Representative elect to delegate his/her official time, such delegation shall be made in writing to the facility manager/AFSIAG Manager as appropriate, 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 ten (10) days in advance, the delegation shall be approved as specifically requested. If the delegation is made with less than ten (10) days notice, it shall be approved absent an emergency or other special circumstance.

Principal Facility Representatives or their designees who are granted official time may pursue their representational duties off the premises when on official time, unless there is a particular reason to anticipate an emergency or other special circumstance which would necessitate a need for them to resume work (e.g. an imminent severe weather disturbance).

The Principal Facility Representative shall notify the facility 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, emails, 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. Unless staffing and workload do not permit:

At facilities with one hundred (100) or less Union members, one (1) Union delegate shall be permitted to take annual leave to attend (including travel time) the Union's annual convention. At facilities with more than one hundred (100) Union members, one (1) additional delegate shall be granted such leave for each additional fifty (50) Union members. The Agency may grant LWOP to attend the Union's convention.

Leave requests under this Section shall be submitted prior to the leave bidding process identified in Article 24 for the upcoming year. Any questions regarding the number of Union members shall be resolved using dues withholding figures pursuant to Article 11 of this Agreement. The granting of this time shall take precedence over the granting of requested leave to other bargaining unit employees for the date(s) indicated. In the event the Union changes delegate(s), the time granted under this Section may be transferred to the new delegate(s) within the facility.

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.

ARTICLE 3 RIGHTS OF UNION OFFICIALS

Section 1. National and regional 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. Each Regional Vice President (RVP) of the Union shall be granted eighty (80) hours of official time per pay period to perform the representational duties of the office.

The official time granted each RVP under this Section 2 may be delegated only to the Alternate Regional Vice President and to those other Union representatives within the same region who have been designated and identified in accordance with Section 3 of this Article. The time granted under this Section 2 may not be delegated to other Union representatives.

Written notice of delegation of official time granted under this Article shall be made to the ATO Technical Labor Office, via email to 9-AWA-AHR-OfficialTime@FAA.GOV 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. The Union shall be granted the following amounts of official time for use by Alternate Regional Vice Presidents (ARVP):

- a. Three (3) Regions will receive forty (40) hours per pay period.
- b. Three (3) Regions will receive twenty-four (24) hours per pay period.
- c. Three (3) Regions will receive sixteen (16) hours per pay period.

Within thirty (30) days of the signing of this Agreement, the Union at the national level will provide written notification to the Agency as to the

distribution of the ARVP official time for the life of this Agreement. The official time granted under this Section 3 for use by ARVPs may not be delegated.

Within thirty (30) days of the signing of this Agreement, the Union at each of the regional levels will provide written notification to the Agency of up to seven (7) specifically identified Union representatives eligible to be delegated official time under this Article. Any change to that list of designees must be made prior to the pay period in which the time will be delegated. The official time granted under this Section 3 may not be delegated to other Union representatives.

Section 4. 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 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 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 ATO Service Area official/AFSIAG Manager, 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 5. Upon written notice to the Agency that the 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 requests for return to duty shall be certified by the National Office of the Union.

Section 6. 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 7. Basic Pay of national and regional 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 facility of record, accruing all 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, 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 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) Nothing in this Article shall 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 unit.

Section 7. Bargaining unit employees may have access to any of the Agency's facilities after prior coordination with the management of the facility 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. Radios, television sets, appropriate magazines/publications, pagers/cellphones, and electronic devices will be permitted in designated non-work areas at all facilities for use at non-work times. Between the hours of 10:00 PM and 6:00 AM, radios and appropriate printed reading material will be permitted in operational areas, as traffic permits. The operation of weather radios shall be permitted in operational areas.

Section 10. Pagers/cellphones/cellphone watches/fitness trackers will be permitted in operational areas but shall be set in the "off" (powered down)

position. If the device cannot be powered down (turned off), it shall not be permitted in operational areas. Issues arising from non-compliance with this Section will be addressed using Article 8 and/or Article 52 of this Agreement prior to formal measures being initiated.

Section 11. 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 12. Any bargaining unit employee authorized by the Agency to attend any meetings scheduled by the Agency away from the facility shall be entitled to duty time, travel and per diem allowances, if applicable.

Section 13. 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 14. Employees covered by this Agreement shall not have their reassignment unreasonably denied or delayed pending employee records/files (medical, security, eOPF/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 and EEO investigators. 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. Additional representational rights regarding safety events are covered in Article 64 of this Agreement.

Section 2. In meetings conducted by agents of the U.S. Department of Transportation Inspector General (DOT IG), in accordance with 5 USC 7114(a)(2)(B), the employee is entitled to a Union representative if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

When the Agency knows in advance the subject of a meeting conducted by the DOT IG is to discuss or investigate a disciplinary, or potential disciplinary situation, with the concurrence of the DOT IG, the Agency shall notify the employee of the subject matter as soon as practicable. The Agency shall notify the employee of his/her right to be accompanied by a Union representative if the employee reasonably believes the meeting may result in disciplinary action.

Section 3. 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 4. 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 5. 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 4 of this Article may be accomplished by telephone.

Section 6. A Union representative, while performing his/her representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the representative, 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 that 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 facility level are unable to reach an agreement, the issue may be escalated within ten (10) days to the Service Area/AFSIAG level. If, after a good faith effort, the Parties at the Service Area/AFSIAG 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 at the facility or Service Area/AFSIAG level. 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 at the facility or Service Area/AFSIAG level 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, AFSIAG, 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 at the facility, AFSIAG/regional or national level may have against the Agency at the corresponding level, or which the Agency at the AFSIAG/regional or national level 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 (who may be the Air Traffic Manager)

within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. If the employee's immediate supervisor is not on duty, the employee may submit the grievance to any agent of management who is on duty 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 (duty time for the employee/official time for the Union representative) 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 Air Traffic Manager, District Manager, 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 the Air Traffic Manager is also the supervisor, the AFSIAG/District Manager 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 Air Traffic 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 time (duty time for the employee/official time for the Union representative) 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 to 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. The Parties agree that official time, not to exceed sixteen (16) hours per day for the Eastern, Southern, Great Lakes, Western Pacific and Southwest regions and eight (8) hours per day for the Alaskan, New England, Northwest Mountain and Central regions, shall be granted to participate in the PAR. This official time may be delegated by the Union amongst the PAR representatives designated in accordance with subsection (a). 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 and the delegated official time amounts.
- 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. The Parties at the regional level shall maintain 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. The Parties agree to utilize the provisions of Section 9(b) of this Article when seeking to remove a neutral evaluator from the PAR neutral panel.

Unless mutually agreed otherwise, there shall be no more than two (2) designees for each Party at the table presenting grievances for neutral evaluation. 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.

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 neutral 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;
- (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 Article. 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;
- (6) 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 Appendix E;

- (7) The Parties agree that the PAR is inclusive of grievances that arise from within the Air Traffic, Staff Specialist, Traffic Management, AOS, FSS and NOTAM bargaining units. The length and frequency of the PAR meeting shall be in accordance with Section 8(a) of this Article; and
 - (8) The Parties agree to utilize the forms contained in Appendix E for the resolution of grievances at PAR. This shall include the: holding of a grievance in abeyance, settling of a grievance, sustaining of a grievance, remanding of a grievance to the local level, withdrawal of a grievance, and PAR Summary Report completed and submitted in accordance with the PAR Summary Reporting instructions.
- 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.

- 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 to 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 maintain a national panel of ten (10) mutually agreeable arbitrators and a panel of ten (10) mutually agreeable arbitrators in each FAA region. Arbitrators selected for panels must also agree to hear expedited arbitration cases.
- 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 Agency, 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. Agency 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 Agency. 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 Agency, 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 to 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 regional or national panel, as appropriate, 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 timeframe 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 11(a) 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 a grievance is appropriate for this expedited procedure shall be referred to the arbitrator for decision. Cases other than disciplinary/adverse action are subject to the grievance process prior to expedited arbitration.

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 email) 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. Unless otherwise agreed at the national level, non-expedited arbitration decisions rendered at the regional level shall have precedential effect only within that region.

Section 19. 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 that, 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 the 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 that occurred within one (1) year prior to the date of the written notice described in Section 6(a).
- 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 6(a), any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from the employee's Electronic Official Personnel File (eOPF) 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 eOPF 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 timeframe 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 3(b) 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 Union. 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 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 "594" for ATCSs, TMC/TMS, and NOTAMs and "674" for FSS 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.
- 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 Earnings and Leave Statement. Employees shall, through appropriate facility 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 the 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 no 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 positions 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 the 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 2(c) 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 four (4) additional allotments from their pay, provided said allotments are for a lawful purpose deemed appropriate by the head of the Agency, 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 their 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 employee's job series equals 2152; and
- c. the amount being withheld does not exceed \$5,000.

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 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. The report will be provided to the Union electronically.

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 Earnings and Leave Statement.

b. 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 or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing or cancelling 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 cancelling 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 shall provide a separate bulletin board for posting of Union materials at all air traffic facilities 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 at the local level will determine the exact location and size of the Union bulletin board.

Union literature placed on the Union bulletin board must not:

- violate any laws or regulations;
- contain items relating to partisan political matters; or
- violate the security of the Agency.

Section 2. The Union or any of its representatives/agents may distribute material to employees in non-work areas at non-work times. All non-Agency representatives/agents must adhere to facility access procedures.

Section 3. The Principal Facility Representative and/or his/her designee shall be given reasonable access to FAA telephone lines, printers, computers, facsimile machines, and copy machines for the purpose of conducting official labor relations business regarding grievances and other representational matters. Government telephone lines shall not be used to conduct internal Union business.

Section 4. The Union shall ensure that its private networks and associated internet connectivity installed prior to or after the effective date of this Agreement, are separate and distinct from the FAA network. If the Union's network is found not to be separate and distinct, the Union will immediately take action to disconnect its network from the FAA's network.

In the event of changes to the Agency's policies and practices concerning installing and maintaining private networks and associated internet connectivity, the Agency will meet any bargaining obligation in accordance with Article 7 of this Agreement.

Section 5. The Agency will not monitor and/or utilize data acquisition technology to intercept the Union's network traffic and/or individual packets by any means during the normal course of network defense supporting government owned information systems. If a matter or issue does arise requiring the Agency to monitor and/or utilize data acquisition technology to intercept the Union's network traffic and/or individual packets, the Agency will notify the Union in accordance with the existing laws, regulations, and policies.

Section 6. In facilities where suitable shelf space is available in non-work areas, the Union shall be permitted to use such shelf space as a library for Union acquired publications.

Section 7. In facilities where unused suitable space is available in non-work areas, the Union shall be permitted to use such space for the placement of file cabinets or other similar equipment. Such space may be an office if the Agency determines one is available. Should the space be required for other purposes, new space arrangements shall be negotiated in accordance with Article 7 of this Agreement. The Agency shall make a reasonable effort to provide excess desks, chairs, file cabinets, or other similar equipment for Union use. Any Union supplied equipment shall be subject to approval of the Agency in terms of suitability from the standpoint of decor.

Section 8. 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 Principal Facility Representative at the facility 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 9. The Agency shall provide lockers for all employees that are capable of being locked. The Agency agrees that, except where there is probable cause to suspect criminal activity, the Agency shall not inspect lockers unless the employee and a Union representative have been given the opportunity to be present.

Section 10. The Agency shall approve the Union's use of facility 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 requirements. These meetings shall take place during the non-duty or non-work hours of the employees involved. On-duty employees in a non-work status may be allowed to attend these Union meetings, provided they are available for immediate recall.

Section 11. 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 12. Union representatives may mail material to management officials through the Agency's internal mail system. In those facilities where the Union does not have a resident Facility Representative, the Union may communicate with bargaining unit employees through the Agency's internal mail system, provided such mail involves representational purposes.

Section 13. The Agency shall provide mail slots/boxes for all employees. Employees shall not be required to share slots/boxes. The Union may place literature in the mail slots/boxes during non-work times.

Section 14. The Union shall be permitted to place Union reading binders adjacent to Agency general information reading binders. The binders shall

be clearly identified as Union materials. These binders are non-operational and shall not be read on operating positions.

Section 15. Employees shall not be required to use an Agency email address during the Personal Identity Verification (PIV) Card enrollment and issuance process.

Section 16. Employees shall not be held financially liable for replacing the PIV Card in the event the card is lost or stolen.

Section 17. The Agency shall not use the data from the PIV Card to determine the movement and the whereabouts of an employee during working hours. However, as with any security system, the stored data will only be available through proper channels. Supervisors will not be able to request data on when an employee used a door, turnstile, etc. This information will only be shared when requested as part of an ongoing investigation (i.e. this data is not the basis for the investigation).

Section 18. Time spent obtaining a temporary PIV Card will not be charged against an employee's leave.

ARTICLE 14

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 1. The facility manager or his/her designee shall notify the Union's Principal Facility Representative within fifteen (15) days whenever a bargaining unit employee has resigned, retired, or died. The Agency shall make every reasonable effort to notify the Principal Facility Representative, 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 AFSIAG/regional or local level, a listing by facility 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 within any twelve (12) month period.

Section 3. No later than ten (10) days after the end of each pay period, the Agency shall furnish the Union's National Office with two (2) electronic reports, sent in an electronic format, containing the following information concerning employees in the bargaining unit:

Report 1	Report 2
<ul style="list-style-type: none"> • First Name • Last Name • Middle Name • Bargaining Unit Series • Employee Common ID • Entry on Duty (EOD) date • FLSA Category • Work Schedule Code • Date of Birth • Classification (OCC_SER) • Pay Band Level • OPM Position Title • Grade • Region/Sub Region • Organizational Code • Organizational Title • Facility Address Routing Symbol • Hourly Salary • Yearly Salary • Service Comp Date • OPM Pay Status Code • Statistical Specialist Code • Veterans Preference Numerical Code • Supervisor Status Code • Duty Station Code • Duty Station Description 	<ul style="list-style-type: none"> • Employee Common ID • Last Name • First Name • Middle Name • Bargaining Unit • Bargaining Series coming from • NOA code 1 • NOA code 2 • Date effective • Region/Sub Region • Region/Sub Region coming from • Organizational Code • Organizational Title • Facility Address Routing Symbol • Organization coming from • Organizational Title coming from • Facility Address Routing Symbol coming from • Date Status Created • Supervisor Status Code • Supervisor Level Code • Supervisor Level Description

This information shall also include information whenever a bargaining unit employee is hired, transferred, reassigned, or has resigned, retired, or died.

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 Agency 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 speakerphones.

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.

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 management from employees. The Agency shall also accept collect calls from employees engaged in Liaison and Familiarization Training when they have been bumped from a flight. When the Agency directs the employee to call the facility, 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 all air traffic facilities. Access to 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 access to such information available to the Principal Facility Representative or his/her designee. When the facility has printing/copying equipment, the Union shall have the right to print/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 (e.g. Human Resource Policy Manuals, Human Resource Operating Instructions).

Section 3. The Agency shall make all FAA orders, notices, and directives (e.g. Human Resource Policy Manuals, Human Resource Operating Instructions) accessible online to the Union, including the Union's National Office staff. If unavailable online, the Agency shall provide the information in an 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

POSITION DESCRIPTIONS

Section 1. The Parties recognize that expanding the knowledge and experience of bargaining unit employees is essential to meeting the changing demands on the system.

Section 2. The Parties at the national level shall discuss and review all bargaining unit position descriptions annually.

Section 3. Each employee covered by this Agreement shall be provided a position description that accurately reflects the duties of his/her position. Position descriptions shall be consistent throughout the Agency for facilities of equal classification and similar function. However, position descriptions for the Traffic Management bargaining unit may vary based on individual facility requirements. If an employee believes that his/her position description is 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 position description may be handled under Article 9 of this Agreement.

Section 4. The primary duties of:

- a. Air Traffic Controller bargaining unit employees are those directly related to the control and separation of aircraft;
- b. Traffic Management bargaining unit employees are those directly related to the efficient management of the National Airspace System (NAS);
- c. NOTAM bargaining unit employees are those directly related to the development, dissemination, and interpretation of operating procedures and practices associated with the Federal NOTAM System (FNS); and
- d. Flight Service option bargaining unit employees are those directly related to the efficient management of the NAS including In-flight, Preflight, Flight Data, Broadcast, and NOTAM duties.

The Agency retains the right to assign work; however, other duties assigned by the Agency shall normally have a reasonable relationship to the employee's official position description. A reasonable relationship exists for the technical functions associated with training, briefings, quality

control, and the technical functions of staff support specialists. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description shall be amended to reflect such duties.

Section 5. When it is determined that a short-term need exists for a bargaining unit employee to perform the technical functions associated with training, briefings, quality control, and the technical functions of staff support specialists, the Parties shall collaboratively identify the bargaining unit employee(s) to be used for that specified function and determine if adjustments to the employee's schedule are necessary.

The duration of these assignments shall not be indefinite and should be consistent with the temporary nature of the activities.

Employees performing these duties shall not be temporarily assigned to another organizational segment and are subject to operational recall.

Section 6. All proposed changes to the position description 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
CONTROLLER-IN-CHARGE (CIC)
TRAFFIC MANAGEMENT SPECIALIST-IN-CHARGE (TMSIC)
TRAFFIC MANAGEMENT COORDINATOR-IN-CHARGE
(TMCIC)
NOTAM SPECIALIST-IN-CHARGE (NSIC)

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 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 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 hazardous duty 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. 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 applicable CIC/TMSIC/TMCIC/NSIC training course, in accordance with FAA Order 7210.3, prior to assignment of such duties.

Section 8. Procedures for the equitable distribution of CIC/TMSIC/TMCIC/NSIC duties:

- a. The Agency shall maintain a roster(s) of qualified CIC/TMSIC/TMCIC/NSIC bargaining unit employees (BUE) for each facility/area, as appropriate.
- b. Upon request, the Agency shall provide the Union a copy of the current CIC/TMSIC/TMCIC/NSIC roster(s).
- c. CIC/TMSIC/TMCIC/NSIC roster(s) shall be updated and accessible to the operational area(s) on a daily basis. CIC/TMSIC/TMCIC/NSIC duties shall be tracked in hour and/or minute increments, as appropriate.

- d. Whenever practical, assignment of CIC/TMSIC/TMCIC/NSIC duties shall be made to the BUE with the lowest cumulative time. All ties shall be resolved by seniority.
- e. Once annually, the Parties at the local level shall jointly develop the process to be used when a CIC/TMSIC/TMCIC/NSIC is required for a full shift.
- f. Effective the first full pay period in January, CIC/TMSIC/TMCIC/NSIC balances shall be set to zero (0).
- g. CICs/TMSICs/TMCICs/NSICs added to the roster shall have their cumulative time set to one (1) minute more than the highest total on the roster for their facility/area, as appropriate.

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 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 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 during periods of hazardous geological/weather conditions. Subject to security and operational needs, the Parties at the facility may review existing facility emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

Section 5. At facilities 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 Articles 8 and/or 52 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 in the position description. A copy shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document.

Performance standards shall be applied uniformly throughout the bargaining unit.

Section 2. The Parties agree that performance standards are written for the primary duties and responsibilities described in the position description and must be used as the only basis for comparing the employee's actual job performance against the requirements (duties and responsibilities) of the position.

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

Section 4. 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 5. 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, the employee may be reduced in grade or removed. 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 that 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.

Every thirty (30) days during the period for improving performance, the supervisor shall provide the employee with a written review identifying the employee's progress and identifying any areas still needing improvement.

Additionally, the supervisor shall include specific recommendations of methods and means of improving that the employee may use to attain an acceptable level of competence.

Section 6. 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 7. Employees who are not selected to be on-the-job training instructors (OJTIs) shall not be rated based on the OJTI function.

NOTE: Sections 8, 9, and 10 shall only apply to FSS bargaining unit employees.

Section 8. Management personnel evaluating members of the bargaining unit by phone or in person shall, immediately after conducting the evaluation, state to the employee that he/she has been evaluated, and advise the employee of the results as soon as possible.

Section 9. Telephone and radio pilot weather briefing (PWB) evaluations administered by management personnel outside the facility shall be recorded. If the PWB evaluation is rated unsatisfactory and if the employee requests, the employee involved shall be given a copy of the recording. The Parties recognize that any PWB evaluation from outside the facility that is not recorded, or those where no recording exists, will not be used as the basis for any action against the employee.

Section 10. Data accumulated from electronic management information systems (e.g. ACD, OASIS, etc.) will not be used as the sole basis for an employee's performance appraisal.

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 Agency 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. unusual situations such as flight assists, gear saves, averting landings on the wrong runway, averting runway crossings when such clearances are not issued, and any other situation in which an employee's efforts go beyond his/her normal duties.

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 awards for the bargaining unit and the remainder of the Air Traffic Organization (ATO) within one (1) month of the end of the fiscal year.

Section 2. The Agency shall notify the Principal Facility 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 local 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 Folder (eOPF), Employee Performance File (EPF), Medical, Security, Training folder(s) or other DOT/FAA file(s) shall comply with the OPM Operating Manual, The Guide to Personnel Record Keeping, 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. 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 regulation, any material that becomes a part of the employee's records shall bear the signature/e-signature of the person originating the material.

Section 2. There shall be only one (1) eOPF and EPF maintained for each employee in the bargaining unit. The eOPF and EPF shall be secured in a location consistent with applicable law and regulation. Employees shall be afforded a reasonable amount of duty time for any activity involving the access to his/her eOPF and will be provided instructions on how to access the eOPF system. The employee shall be given notification of Agency-initiated material when it is placed in his/her eOPF and/or EPF and provided access to and the ability to make copies of such material. Copies of materials in other Agency files may be obtained in accordance with Section 12 of this Article.

The employee and his/her designated representative are entitled to review his/her EPF, Medical, Security, Training folder(s) or other 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(s), 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 folders/files, on duty time, if otherwise in a duty status, as forwarded to the facility, in the presence of a management official.

Section 4. Within ten (10) days of a request, the Agency shall provide duty/official time for an employee and/or a Union representative, if requested by the employee, to view his/her eOPF/EPF, Medical, Security, Training folder(s), 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 and/or downloading 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. When an employee cannot access the eOPF system, he/she may make an individual request in writing to the applicable Human Resource Management Office Shared Service Center, through the Air Traffic Manager, to receive a copy of his/her eOPF. The Agency will provide the requested eOPF to the employee no later than fifteen (15) days after receipt of the request.

Section 6. Documents relating to counseling sessions involving discipline and/or conduct (e.g. letters of confirmation of discussion or any other similar documents), oral admonishments confirmed in writing, and written admonishments shall be retained in an employee's individual record for a period of time not to exceed two (2) years from the date of issuance. If at the end of one (1) year it is decided that it is no longer warranted, these documents shall be removed.

Performance Records of Conference (PRoC) or any similar document(s) shall not be retained for more than eighteen (18) months from the date of the event giving rise to the documentation.

In the event an appropriate authority rules any of these documents to be unjustly issued, that specific document and any related documentation shall be removed from the employee's record immediately and destroyed. Any reference to that document must be removed from the employee's record.

Section 7. 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 Letter of Reprimand and related documents shall be removed. In the event a Letter of Reprimand is ruled by an appropriate authority to have been unjustly issued, the Letter of 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 8. 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 Security and Hazardous Materials Safety (ASH) and Human Resource Management (AHR) 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 9. 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 10. 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 11. Personal records, notes, or diaries maintained by a supervisor:

- a. 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:

- (1) They are kept and maintained for the supervisor's personal use only.
 - (2) They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.
 - (3) They are not under the control of the Agency in any way or required to be kept by the Agency.
 - (4) They are kept or destroyed solely as the supervisor sees fit.
- b. 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:

- (1) a performance evaluation of less than fully successful;
- (2) the denial of a promotion;
- (3) the denial of a pay increase; or
- (4) 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 record, note, 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 12. 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 13. 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(s), 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.

- a. When such disclosure is so required, the person from whom the disclosure is sought shall be informed:
 - (1) 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.
 - (2) Of the uses that will be made of the SSN.
- b. Whenever the submission of an SSN is voluntary, the Agency employee requesting an SSN from a bargaining unit employee shall inform such employee:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) That the SSN is solicited to assist in performing the Agency's functions under the Federal Aviation Act of 1958, as amended.

Section 4. 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 Memorandum 07-16.

Section 5. The Union will identify a Point of Contact (POC) for data security/privacy issues at the national level. The Agency shall designate a POC from the office of Information Security and Privacy Services (AIS).

Section 6. In the event that the Agency suffers a privacy breach, regardless of whether the data breached is within the control of the Agency, the Department of Transportation, the Department of Interior, or any other federal agency, the Agency shall provide the Union's POC with notification of a breach as soon as the Agency learns of the breach. The Union POC will be provided with updates as information becomes available.

Section 7. The Union 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 8. The National Points of Contact shall meet at least once quarterly to discuss the Agency initiatives to maintain and protect employees PII and the data systems throughout the Agency 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 9. The Parties agree that the Union POC shall be on official time, if otherwise in a duty status, for all meetings described in Sections 7 and 8. If it is necessary to schedule meetings outside the regularly scheduled tour of duty of the Union POC, he/ she shall be allowed to change his/ her schedule, staffing and workload permitting, so that he/ she may participate during duty hours.

Section 10. If the Agency determines that a face-to-face meeting is necessary, then the Agency will pay the appropriate transportation and lodging costs for the Union POC in accordance with the FAA Travel Policy (FAATP).

Section 11. A copy of the Information Security and Privacy Awareness Training (SAT) shall be provided to the Union 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 the Union in accordance with the Article 7 of this Agreement 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 this Agreement and applicable law.

Section 12. Provided staffing and workload permit, an employee, who has been identified as impacted by a privacy breach involving the Agency, 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.

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. Except for those facilities where a leave exigency exists, employees shall be authorized the use of all leave they will accrue within a leave year. Unless staffing and workload do not permit, bargaining unit employees (BUEs) may also be authorized the use of all accumulated leave. Employees are permitted to use leave before it is accrued within the leave year.

Section 3. Employees may not submit leave requests in excess of the annual leave they have accumulated, plus what they will accrue that leave year, plus any restored balance.

Section 4. Annually, the Parties at the local level shall collaborate on: (1) the amount, as defined in Sections 6 and 7 of this Article, and distribution of prime time leave (PTL)/non-prime time leave (NPTL) opportunities; and (2) whether to redistribute non-selected PTL opportunities. Any redistribution of PTL opportunities shall be done collaboratively.

All agreements reached in this Section will be incorporated in the annual leave agreement.

Section 5. Annually, the Parties at the local level shall negotiate the following:

- a. The PTL period(s);
- b. Whether CPCs and CPC-ITs/developmentals bid independently of each other. Absent mutual agreement, these BUEs will bid independently;
- c. Number of days bid per round during NPTL bidding;

- d. The start date for bidding;
- e. Whether the days in each round of NPTL bidding may be non-consecutive; and
- f. Procedures for selecting and scheduling of spot leave.

All agreements reached in this Section will be incorporated into the annual leave agreement.

Section 6. In determining the amount of PTL opportunities, the Parties will consider the number of employees participating in the bidding process, two (2) weeks per employee, and the duration of the PTL period(s). PTL period(s) will be of sufficient duration to accommodate requests for two (2) consecutive or non-consecutive weeks of annual leave during the PTL period(s) for all BUEs. Conflicting PTL requests of BUEs shall be resolved by seniority.

Section 7. NPTL is leave that is bid at the conclusion of PTL bidding and/or requested prior to the watch schedule being posted. In determining the amount of NPTL opportunities, the Parties will consider the number of employees to participate in the bidding process, the remainder of the leave year outside of the PTL period(s), and the amount of leave employees will accrue during the leave year not including the two (2) weeks made available to each employee during the PTL period(s), which when combined with approved PTL opportunities, will equal the total amount of leave accrued by BUEs within the leave year.

Section 8. A week shall be defined as a period of seven (7) consecutive days including RDOs.

Section 9. The Union shall conduct the bidding process and ensure that all eligible employees are given the opportunity to bid leave in accordance with this Article in order of seniority. Employees shall be afforded sufficient duty time, if otherwise in a duty status, to participate in the bidding process, including the Union's designee(s) conducting the bidding.

Section 10. All leave bid/requested within designated pre-approved opportunities shall be considered approved.

Section 11. The Parties agree to the following procedures:

- a. In the first round of bidding, each BUE shall be permitted to bid one (1) or two (2) consecutive or non-consecutive weeks of annual leave within any designated pre-approved opportunity. PTL opportunities that are neither selected nor redistributed will remain in place for NPTL bidding.
- b. In the second and subsequent rounds of bidding, each BUE shall be permitted to bid the number of NPTL days per round as determined in Section 5 of this Article, within any designated pre-approved opportunity.
- c. Rounds of NPTL bidding shall continue for six (6) rounds provided there are still bidders, or until all leave opportunities have been exhausted, whichever comes first, or as otherwise agreed to at the local level. Employees are permitted to pass on subsequent rounds of NPTL bidding.
- d. Employees will be afforded the opportunity to bid all the leave they will accrue within the leave year prior to employees bidding accumulated leave.
- e. At the conclusion of each round of the bidding process identified in this Section, the Union's designee(s) and the Agency's designee(s) will meet to review all leave bid and ensure all bids are in compliance with the terms of this Article.
- f. Employees may not cancel or change leave bid in accordance with this Section until the conclusion of the bidding process.

Section 12. Any remaining pre-approved leave opportunities that were not selected during the bidding process will remain available until thirty (30) days prior to the posting of the watch schedule and shall be approved in the order in which they are received.

Section 13. At the conclusion of the bidding process, employees may submit NPTL requests in excess of the designated leave opportunities. These requests shall be recorded and approved/disapproved subject to staffing and workload and as soon as practicable after the request is made. Approval/disapproval shall not be subject to conditional circumstances. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be

approved on a first requested basis. The Parties at the local level shall establish the method for tracking these leave requests. After implementation at the facility/area, OPAS will be used for tracking these leave requests.

Section 14. Spot leave is leave requested for any period during a posted watch schedule. Leave requests for the shift being worked shall be approved/disapproved subject to staffing and workload within thirty (30) minutes of the request being made. Leave requests for future shifts shall be approved/disapproved subject to staffing and workload within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Approval/disapproval shall not be subject to conditional circumstances. Leave requests shall be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved in the order that the request was received.

Section 15. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

Section 16. Requests to cancel annual leave with twenty-four (24) hours notice to the Agency shall be granted. Unless staffing and workload do not permit, requests to cancel annual leave with less than twenty-four (24) hours notice to the Agency shall be granted. An employee who cancels scheduled annual leave and returns to duty shall be assigned to work the shift that he/she would have worked if the annual leave had not been scheduled, unless staffing and workload dictate or allow assignment to a different shift.

Section 17. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

Section 18. Employees shall not be required to provide reasons for annual leave requests.

Section 19. Unless otherwise negotiated locally, all annual leave requests shall be submitted on an OPM-71. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the employee. After implementation at the facility/area, OPAS will be used for this purpose.

Section 20. Exigencies for public business must be determined by the head of the Agency or his/her designee. Except where made by the head of the

Agency, the determination may not be made by an official whose leave would be affected by the decision. The Agency will notify the Union, at the national level, when the Agency makes the decision to place any facility in a leave exigency status. Upon written request by the Union, the Agency shall provide, in writing, within fourteen (14) days, the justification the Agency used in determining the need for the facility to be placed in a leave exigency status. If the Agency determines that an emergency exists at a facility not covered by a leave exigency, which precludes an employee from using appropriately scheduled use-or-lose leave, such leave shall be retained by the employee.

Section 21. In the event a leave exigency exists, the Parties at the local level shall negotiate the amount of annual leave each employee can use and the procedures to be used to distribute the leave equitably among employees.

Section 22. 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 23. 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 24. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

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;
- d. for any activity related to the adoption of a child upon proper notification and documentation, when requested. Leave for parents who voluntarily choose to be absent from work to bond with an adopted child is covered under Article 26 and Article 30 of this Agreement.

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. makes 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 pre-arranged 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 written notice is issued, the form in Appendix F will be used. An employee who has received written notice and is released from duty because of illness may be required to furnish a medical certificate for that day. 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. Except as otherwise provided for in Section 7, an employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for that day.

Section 11. The use of sick leave checklist forms shall not be developed or used at the local level. If the need arises to develop a sick leave

checklist form, it shall be mutually agreed to by the Parties at the national level.

Section 12. Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 13. Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

Section 14. 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 HRPMS LWS-8.1, Section 7.

Section 15. 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 16. 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 17. 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 of service for retirement shall receive a lump sum payment for forty percent (40%) of the value of his/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, life or domestic partner, and in loco parentis.

In loco parentis is defined as any individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

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, use of credit hours, compensatory time, or leave without pay 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 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 workweeks 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/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. Within one hundred eighty (180) days of the signing of this Agreement, the Parties shall meet to explore the feasibility of establishing a paid parental leave program (e.g. excused absence, administrative leave).

Section 7. In accordance with the FMLA, 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 to 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 8. 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 9. Terminal/en route employees and TMSs at the ATCSCC are obligated by their significant safety duties and professional responsibilities to prepare for duty with consideration for being well rested and mentally alert. It is the responsibility of these employees to recognize and report to their supervisor when they are unable to perform operational duties due to fatigue. Upon request, employees who self-declare as unable to perform operational duties due to fatigue will be granted leave. Additionally, at his/her request, an employee who self-declares as fatigued shall be assigned other facility duties to the extent such duties are available. If no such duties are available, the employee will be granted leave as described below:

- a. Sick leave shall be approved upon request.
- b. Annual leave or other types of leave shall be approved upon request on a first requested basis. The approval of annual leave or other types of leave for the purpose of this Section is not subject to staffing and workload. Approval is based solely on whether or not there are other previous annual leave or other types of leave requests for the shift in question, which have not been approved.

If an employee subsequently determines that he/she is no longer fatigued, he/she may cancel any leave taken. Cancellation of annual leave will be handled in accordance with Article 24 of this Agreement.

Section 10. Leave taken under this Article shall be given extra consideration over spot leave requests as provided for in Article 24 of this Agreement.

Section 11. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

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 any 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 (RDO), 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-	SATURDAY	PRECEDING FRIDAY

SCHEDULED DAYS OFF	DAY ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU
SUNDAY	SUNDAY	FOLLOWING MONDAY
SUNDAY-MONDAY	SUNDAY MONDAY	FOLLOWING TUESDAY PRECEDING SATURDAY
MONDAY-TUESDAY	MONDAY TUESDAY	FOLLOWING WEDNESDAY PRECEDING SUNDAY
TUESDAY-WEDNESDAY	TUESDAY WEDNESDAY	FOLLOWING THURSDAY PRECEDING MONDAY
WEDNESDAY-THURSDAY	WEDNESDAY THURSDAY	FOLLOWING FRIDAY PRECEDING TUESDAY
THURSDAY-FRIDAY	THURSDAY FRIDAY	FOLLOWING SATURDAY PRECEDING WEDNESDAY
FRIDAY-SATURDAY	FRIDAY SATURDAY	FOLLOWING SUNDAY PRECEDING THURSDAY

Scheduled Four-Day Workweek:

SCHEDULED DAYS OFF	DAY ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU
SUNDAY MONDAY TUESDAY	SUNDAY MONDAY TUESDAY	FOLLOWING WEDNESDAY PRECEDING SATURDAY PRECEDING SATURDAY
MONDAY TUESDAY WEDNESDAY	MONDAY TUESDAY WEDNESDAY	FOLLOWING THURSDAY PRECEDING SUNDAY PRECEDING SUNDAY
TUESDAY WEDNESDAY THURSDAY	TUESDAY WEDNESDAY THURSDAY	FOLLOWING FRIDAY PRECEDING MONDAY PRECEDING MONDAY
WEDNESDAY THURSDAY FRIDAY	WEDNESDAY THURSDAY FRIDAY	FOLLOWING SATURDAY PRECEDING TUESDAY PRECEDING TUESDAY
THURSDAY	THURSDAY	FOLLOWING SUNDAY

SCHEDULED DAYS OFF	DAY ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU
FRIDAY SATURDAY	FRIDAY SATURDAY	PRECEDING WEDNESDAY PRECEDING WEDNESDAY
FRIDAY SATURDAY SUNDAY	FRIDAY SATURDAY SUNDAY	PRECEDING THURSDAY PRECEDING THURSDAY FOLLOWING MONDAY
SATURDAY SUNDAY MONDAY	SATURDAY SUNDAY MONDAY	PRECEDING FRIDAY FOLLOWING TUESDAY PRECEDING FRIDAY

NOTE:

- a. When the actual holiday falls on an employee’s first regular day off of the administrative workweek, the employee’s next workday, which is not a holiday or holiday in lieu of, will be the day observed in lieu of.
- b. When the actual holiday falls on any other regular day off, the previous workday, which is not a holiday or holiday in lieu of, will be the day observed in lieu of.

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 hazardous duty 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 RDO 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. Requests under this Section will be acted upon on a first-come, first-served basis with other shift/RDO change requests.

Section 7. A list of employees assigned to work actual holidays shall be posted at least twenty-eight (28) days in advance and these assignments, once posted, shall normally not be changed without the consent of the employee(s) involved. Subsequent requests for holiday leave shall be approved/disapproved during the shift on which the request is made. Approval/disapproval shall not be subject to conditional circumstances.

Section 8. Historically, traffic volume is significantly reduced during the Christmas, New Year's, and Thanksgiving holidays. As many employees as feasible shall be excused from duty on these holidays or their day in lieu of; and only as many employees as necessary to meet workload requirements will be required to work. Terminal/Systems Operations employees not certified on any positions and En Route employees who are not certified on any more than the "A" side position will normally be given holiday leave on these Federal holidays and days in lieu of.

Section 9. Historically, all other Federal holidays have normal or close to normal traffic volumes and are considered normal operational days.

Section 10. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

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, including initial assignments, and upon completion of initial qualifications training, 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. Terminal/En Route Academy Graduates

- a. Upon graduation from initial training at the Mike Monroney Aeronautical Center, terminal and en route employees shall be provided with the following options:
 - (1) The employees will be provided an airline ticket and given one (1) day of travel before reporting to the facility to which assigned. This is the authorized method of travel for purposes of applying for reimbursement under the FAATP; or
 - (2) The employees may elect to travel via a privately owned vehicle (POV). The employees will be granted excused absence up to the number of days indicated in Appendix G, for travel to the facility to which assigned. Excused absence is not granted for regular days off (RDO).
- b. Employees who elect an airline ticket will be paid for travel expenses in accordance with the FAATP.
- c. Employees who elect to drive their POV must do a cost comparison between the cost of the authorized method of travel and the actual expenses incurred while traveling via POV, as outlined in the FAATP, and will be reimbursed for whichever is less. Lodging and per diem will not be paid for non-travel days.

- d. Upon the request of the employee, the Agency will approve the employee to swap his/her RDOs to maximize consecutive days of travel in a duty status. Not more than forty (40) hours of excused absence may be granted in a workweek.
- e. Upon arrival at his/her destination, the employee must either report for duty the next scheduled duty day, or make arrangements for excused absence under Section 4 of this Article; and/or request leave under other provisions of this Agreement.
- f. The amount of excused absence granted in Appendix G may not be increased at the local facility.
- g. The granting of excused absence to enable an employee to travel to his/her new facility is in addition to excused absence that may be granted for pre- and post-moving arrangements as provided by Agency policy and Section 4 of this Article.

Section 6. The Agency shall provide employees with seven (7) days of excused absence in a calendar year to serve as a bone marrow donor and thirty (30) days of excused absence in a calendar year to serve as an organ donor.

Section 7. 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 8. 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 9. The Parties recognize that the United States 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 who are designated as members of standing committees of the International Federation of Air Traffic Controllers Associations (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 who 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 10. 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/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/she may take the five (5) days of excused absence at a time mutually agreeable to the employee and the Agency.

Section 11. Employees shall be entitled to excused absence as set forth in 5 USC 6321.

Section 12. 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, including infant adoption.

Section 2. Subject to staffing and workload, when employees request, they shall be entitled to leave for an additional three (3) months for prenatal/infant care, including infant adoption. 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. The leave afforded employees in this Article is in addition to the leave entitlements contained in Article 26, Section 5.

The provisions of this Article shall not run concurrently with FMLA. The employee shall determine in what order he/she will utilize the provisions contained within this Article and Article 26, Section 5.

Section 4. 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 5. 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 6. To the extent staffing and workload permit, employees shall be allowed to work part-time to accommodate prenatal/infant care needs.

Section 7. The entitlements to leave within this Article shall be a maximum period of nine (9) months. The total entitlements contained within this Article shall conclude no later than twelve (12) months from the date of the birth of the child or the date of the infant adoption.

Section 8. 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. The Agency shall provide for the use of a private area in all of its facilities for nursing mothers to express milk during working hours. The area shall be a space other than a bathroom that is uninterrupted, shielded from view, provides predictable privacy, is not accessible through another room, and is free from intrusion from co-workers and the public. If there is no employee with a need to express breast milk, there is no requirement to provide a lactation space. Employees, who are nursing mothers, will submit the Nursing Mothers Program Form in Appendix H to their immediate supervisor at least one (1) pay period in advance of the effective pay period. The Union and Agency at the local level shall meet and collaboratively determine a suitable location that meets the requirements of this Section.

Section 6. When it is necessary for a nursing mother to express milk, a reasonable break shall be provided. The duration of the break will vary according to the needs of the individual mother.

ARTICLE 32 WATCH SCHEDULES AND SHIFT ASSIGNMENTS

Section 1. The basic watch schedule (BWS) is defined as days of the week, hours of the day, rotation of shifts, and regular days off. The schedule shall be posted one (1) year in advance. Prior to developing the BWS, the Agency will meet with the Union at the local level to discuss respective scheduling concerns; this discussion shall include but is not limited to: current and projected facility staffing levels and coverage requirements. For the purpose of this Article, coverage requirements are defined as the distribution of available resources to be assigned to the BWS.

Section 2. The Parties at the local level shall collaborate on the development of shift guidelines, including any modifications thereto, that are to be utilized for the posted watch schedule. For the purpose of this Article, shift guidelines are defined as the number of employees to meet the forecasted workload requirements for the core and ancillary shifts. These shift guidelines will be incorporated in the annual BWS agreement(s). The Agency shall communicate the reason(s) to the Union when the number of employees assigned to any core or ancillary shift is posted below guidelines. Prior to posting a watch schedule that deviates from the corresponding shift guidelines for the Day, Evening, and Midnight shifts, the Parties will meet to engage in a collaborative discussion regarding alternatives and associated scheduling concerns.

Section 3. The Agency shall establish three (3) core shifts: Day, Evening, and Midnight shifts and no more than three (3) ancillary shifts attached to each core shift. Absent mutual agreement at the facility level, there will be no more than three (3) ancillary shifts attached to each core shift. Any additional ancillary shifts are to be negotiated at the local level. All core and ancillary shifts will be incorporated in the annual BWS agreement(s).

Section 4. Once annually, prior to bidding for annual leave, the Parties at the local level shall negotiate the BWS as follows: employee rotation through shifts; permanent/rotating shifts; permanent/rotating regular days off; the procedures for CPCs to bid the BWS; procedures for CPC-ITs/developmentals to bid the BWS independently of the CPCs unless

otherwise agreed to by the Parties at the local level; and at the request of the Union, Alternative Work Schedule(s) in accordance with Article 34 of this Agreement.

Bidding for assignments to the BWS shall be done according to seniority. Any change to the BWS shall be handled in accordance with Article 7 of this Agreement.

Section 5. The posted watch schedule is defined as the assignment of employees to specific shifts. The posted watch schedule shall be published at least twenty-eight (28) days in advance. Assignments of individual employees to the posted watch schedule are not considered changes to the BWS.

Section 6. The Parties recognize that changing an employee's posted watch schedule is undesirable. The Agency will normally give no less than seven (7) days notice of its intention to modify a posted watch schedule. In such case, it shall attempt to avoid the change by soliciting qualified volunteers for forty-eight (48) hours. If the Agency determines it is necessary to modify a posted watch schedule with less than seven (7) days notice, it will make reasonable efforts to secure qualified volunteers. Changes with less than seven (7) days notice shall not be made for the purpose of avoiding payment of overtime, holiday, or other premium pay. If an employee's shift is involuntarily changed with less than seven (7) days notice, the affected employee shall be paid any night time differentials to which he/she would otherwise have been entitled, had they worked that shift.

Section 7. The Agency shall approve the exchange of shifts and/or days off of the same lengths by employees of equal qualifications provided the exchange does not result in overtime or the violation of the basic workweek.

Staffing and workload permitting, the Agency shall approve the exchange of shifts and/or days off of different lengths by employees of equal qualifications provided the exchange does not result in overtime or the violation of the basic workweek.

Any such requests shall normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less.

Section 8. When considering an individual request for a shift and/or days off change, the Agency will consider the staffing and workload of the losing and gaining shift as a precondition to approval. If it is determined that those needs are adequately met, the change shall be approved.

Section 9. Shift adjustments for the purpose of continuing an employee's off-duty education or professional training shall be handled on an individual basis. However, the Agency agrees that in no instance shall shift adjustments for this purpose interfere with the watch schedule rotation of any other employee at that facility without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement. The employee requesting education shift adjustment shall be responsible for obtaining the consent of all other employees affected.

Section 10. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

ARTICLE 33 POSITION ROTATION AND RELIEF PERIODS

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. The Parties recognize that air traffic controllers should have break periods away from their assigned duties during their shifts, based on staffing and workload, to recuperate. Breaks are defined as a period of time during which no duties are assigned, and offer employees opportunities to attend to personal needs and rejuvenate their mental acuity. 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 his/her shift without a minimum thirty (30) minute uninterrupted meal break, he/she 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, he/she 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.

Length of recuperative breaks on midnight shifts shall be longer than those normally provided during other shifts, to the maximum extent possible, staffing and workload permitting.

ARTICLE 34 WORKING HOURS

Section 1. A full-time employee's basic workday shall consist of eight (8) consecutive hours and the basic workweek shall consist of five (5) consecutive days except as authorized in this Article. At an employee's request, the Agency may consider non-consecutive hours and/or non-consecutive days off.

Section 2. Employees with a regularly scheduled shift who would otherwise lose an hour of work because of the changeover to daylight savings time must be afforded an opportunity to remain on duty at the end of their normal shift to maintain their full number of hours with normal pay.

Section 3. The Agency may change an employee's shift to an administrative schedule (eight and one-half [8 1/2] hour shift including an unpaid thirty [30] minute meal period) for the purpose of

administrative travel or to receive official training away from the operational environment, unless the employee is subject to operational recall. Employees will adhere to the tour of duty of the organizational segment to which they are temporarily assigned. Employees who are disciplined for conduct offenses or are undergoing performance related training may be reverted to an administrative workday(s) shift to ensure closer supervision.

Section 4. Participants in Alternative Work Schedules (AWS) shall be bargaining unit employees who volunteer in writing.

Section 5. In conjunction with the development of the annual basic watch schedule under Article 32, and at the request of the Union, the Parties at the local level shall negotiate AWS (Flexible Work Schedules and/or Compressed Work Schedules) provided any schedule agreed to by the Parties would not have an adverse Agency impact or result in any incurred overtime entitlements.

a. Adverse Agency impact is defined as:

- (1) a reduction of the level of productivity of the Agency;
- (2) a diminished level of service furnished to the public by the Agency; or
- (3) an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule). If the Parties at the local level reach impasse regarding the determination to establish an AWS, the impasse shall be resolved utilizing the provisions of Article 7 of this Agreement.

b. For the purpose of this Agreement, Flexible Work Schedule is defined as:

- (1) Maxiflex-40 is a type of flexible work schedule, negotiated in accordance with Article 32 of this Agreement, that contains core hours on up to five (5) workdays in the workweek and in which a full-time employee has a basic work requirement of forty (40) hours for the workweek, but in which an employee's schedule may vary the number of hours worked on a given workday.

- (a) A minimum of seven (7) hours core time each workday. "Core time" means those designated hours and days during the biweekly pay period established by the Agency when an employee on certain flexible schedules must be present for work.
 - (b) A maximum of one (1) flexible hour, to be negotiated locally, which must be worked each workday.
 - (c) Employees may vary start times on a daily basis only during the established flexible times.
- (2) For FSS only, Maxiflex-80 is a type of flexible work schedule, negotiated in accordance with Article 32 of this Agreement, that contains core hours on up to ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of eighty (80) hours for the pay period, but in which an employee's schedule may vary the number of hours worked on a given workday.
 - (a) A minimum of seven (7) hours core time each workday. "Core time" means those designated hours and days during the biweekly pay period established by the Agency when an employee on certain flexible schedules must be present for work.
 - (b) A maximum of one (1) flexible hour, to be negotiated locally, which must be worked each workday.
 - (c) Employees may vary start times on a daily basis only during the established flexible times.
- c. For the purpose of this Agreement, Compressed Work Schedules are defined as:
 - (1) A fixed schedule where an employee works four 10-hour days per workweek (i.e. 4-10 schedule).
 - (2) A fixed schedule where an employee works eight 9-hour days and one 8-hour day for a total of eighty (80) hours in

a biweekly pay period (i.e. 5/4-9 schedule).

Section 6. “Credit hours” are non-overtime hours worked pursuant to a flexible work schedule established under this Article which are in excess of an employee’s basic work requirement and which the employee elects to work, after approval by the Agency, so as to vary the length of a workweek or a workday.

Employees are not paid Base Pay or overtime pay for credit hours when they earn them. Employees earning credit hours are not entitled to night differential, Sunday premium pay, or holiday premium pay. An employee may use credit hours during a subsequent day, week, or pay period to allow the employee to be absent from an equal number of hours of the employee’s basic work requirement with no loss of Base Pay.

Section 7. At the request of an employee and with approval by the Agency, the employee may earn credit hours on an employee’s regular day off or in conjunction with a particular shift.

Section 8. The Agency shall not coerce, assign, or otherwise require employees to work additional hours or days for credit hours. Any solicitation to earn credit hours shall be on an equitable basis.

Section 9. Employees may request to work credit hours in order to provide coverage for another employee who requests leave. An employee approved to work credit hours in order to provide coverage for another employee shall work the credit hours unless the employee has been relieved of the assignment. In accordance with Article 24 of this Agreement, leave requests shall be approved in the order that they were requested.

Section 10. Credit hours must be earned prior to their use. Procedures for approving the use of credit hours shall be the same as those approving leave requests under Article 24 of this Agreement. If requested in advance, employees may substitute credit hours for approved annual leave other than annual leave accrued during the current leave year that was selected within designated pre-approved opportunities in accordance with Article 24 of this Agreement.

Section 11. For a full-time employee, only twenty-four (24) credit hours may be carried over to the next pay period. For a part-time employee, not more than one-fourth (1/4) of the hours in the employee’s biweekly basic work requirement may be carried over to the next pay period.

Full-time employees with credit hour balances in excess of twenty-four (24) hours as of the effective date of this Agreement will carryover that balance but will not be eligible to earn additional credit hours until their balance is reduced to less than twenty-four (24) hours. Part-time employees with credit hour balances in excess of one-fourth (1/4) of the hours in their biweekly basic work requirement as of the effective date of this Agreement will carryover that balance but will not be eligible to earn additional credit hours until their balance is reduced to less than one-fourth (1/4) of their biweekly basic work requirement.

Section 12. A full-time employee shall be paid at the employee's current rate of Base Pay for a maximum of twenty-four (24) unused credit hours when federal employment ends, the employee transfers to another agency as defined in 5 USC 6121(1), or the employee otherwise is no longer participating in a flexible work schedule.

A part-time employee shall be paid at the employee's current rate of Base Pay for those unused credit hours not in excess of one-fourth (1/4) of the employee's biweekly basic work requirement when federal employment ends, the employee transfers to another agency as defined in 5 USC 6121(1), or the employee otherwise is no longer participating in a flexible work schedule.

Section 13. All employees who volunteer and subsequently participate in an AWS will be expected to participate for the duration of the annual schedule. An employee may be relieved from an AWS for hardship reasons. The reasons shall be set forth in writing to the Agency and the Union at the local level. Removals from AWS for hardship reasons shall be based on the merits of each case, and if found acceptable by the Agency, after direct discussion with the Union, employees shall be accommodated as soon as staffing, workload, and scheduling requirements permit.

Section 14. Developmentals may participate in an AWS unless the Agency determines that it will negatively impact their training.

Section 15. If at any time, the Agency determines that any schedule established under the provisions of this Article has had or would have an adverse Agency impact as defined in this Article, it will follow the provisions of Article 7 of this Agreement to seek termination of the schedule.

Section 16. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

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. While the Union recognizes the statutory rights of the Agency with respect to the establishment of permanent part-time positions, such positions have not previously existed. Should the Agency make the determination to establish part-time positions as a condition of employment, 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 Policy 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 HRPM LWS-8.1, HRPM 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 sharing 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 watch schedule rotation pattern shall not adversely impact the normal work schedule rotation pattern 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 area/facility.

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 sharing 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 Air Traffic Manager or designee 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 sharing 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 sharing 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 that 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 and the availability of assistance in using Employee Express. The Agency shall provide employees with the name, phone number, and email 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. 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. The facility manager shall maintain a roster of qualified bargaining unit employees who have indicated a desire to work overtime. The Agency has determined that OJTI and CIC certifications shall not be a requirement for an employee to be on the roster. The roster and distribution of overtime provided for in this Article shall be available to facility employees. Employees must provide a current telephone number. The Parties at the local level shall negotiate the procedures for the distribution of overtime.

Section 2. When overtime work is to be performed, it shall first be made available to employees on the roster on an equitable basis, except in situations where a CIC-certified bargaining unit employee is necessary to provide watch supervision (e.g. opening/closing shifts, to meet contractual obligations to provide a break away from the operational area) and no other reasonable alternative exists, then the overtime assignment shall be offered to the next available CIC-certified bargaining unit employee on the roster. To the extent practicable, the Agency will consult with the Union prior to moving to the next available CIC-certified bargaining unit employee.

In the event no employees on this roster can be reached, the Agency may require other qualified unit employees to work the overtime. Any assignments to employees not listed on the roster shall be made on an equitable basis.

Section 3. Upon request, the Agency shall provide the Union a current copy of the overtime roster(s).

Section 4. If an employee assigned to work overtime can secure a qualified replacement, he/she shall be relieved of the assignment. If the employee cannot secure a qualified replacement, the employee will work the overtime. An employee shall 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.

Section 5. 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 6. Annual leave may be granted to any employee regardless of whether or not overtime work is being performed at the time by other employees on the shift.

Section 7. Overtime pay computations for non-exempt bargaining unit employees must be made solely in accordance with the Fair Labor Standards Act (FLSA) regulations in 5 CFR Part 551 and this Agreement. Employees are not eligible for overtime pay for work in excess of eight (8) hours in an administrative workday, except in cases where they have been called in before the beginning, or held over beyond the end, of their scheduled shift. For the purpose of this provision, all hours in a paid leave status are considered hours of work.

Section 8. Non-exempt employees shall receive Base Pay plus one-half (1/2) of their regular rate for all FLSA overtime work. 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. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 9. Overtime shall not normally be canceled without seven (7) days notice.

Section 10. When an employee is called in before or held over past his/her regularly assigned shift, he/she will be provided the opportunity to work one (1) hour of overtime.

Section 11. 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 12. The remedy for employees determined to have been bypassed for overtime shall be straight time pay for twenty-five percent (25%) of the

number of overtime hours the employee would have worked had he/she not been bypassed.

Section 13. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

ARTICLE 39 NATIONAL PAY PROCEDURES

Section 1. The Agency shall designate a nationwide payday that 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. Earnings and Leave Statements 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 (3rd) workday and not later than the fifth (5th) 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; 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 twenty-five percent (25%) of the otherwise applicable amount for each full three (3) months of creditable service beyond the final full year; and
- b. the basic severance pay allowance is augmented by an age adjustment allowance consisting of two and one-half percent (2.5%) of the basic severance pay allowance for each full three (3) months of age over forty (40) years.

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 reemployed 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 reemployment, the employee shall repay to the Agency 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 reemployment.

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, encourage them to avail themselves of such benefits, and assist them in initiating claims. The Agency agrees to take affirmative action to fulfill this obligation through such means as providing employees with a link to a publicly-accessible website, supplying brochures, pamphlets, other appropriate information, and assisting employees in filing benefit claims. The information and/or assistance shall be made available to all bargaining unit employees.

Section 2. The Agency shall maintain a personnel action system that 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, email, or website. 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 Parties recognize the importance of providing employees education on the retirement systems. The Agency shall maintain a retirement planning program to be made available to employees. The program shall include, but not be limited to, briefings, individual counseling, assistance, information, and materials distribution.

It is optimal for employees to be afforded the opportunity to participate in an in-person briefing. The options in Sections 5 and 6 are available to employees within seven (7) years of retirement eligibility. Employees shall be afforded duty time/excused absence to participate in one (1) Agency or Union sponsored briefing. Employees are not prohibited from participating in additional Agency programs in a non-duty status, subject to space availability.

Section 5. Agency sponsored briefings:

- a. Agency sponsored in-person briefings within the commuting area— Employees will be allowed to participate in a duty status, if otherwise in a duty status. Employees normally shall attend briefings within their commuting area. Employees are not entitled to travel and per diem except, 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 a Privately Owned Vehicle (POV) to attend the nearest briefing outside the commuting area.
- b. When no briefing is scheduled in the commuting area or at the request of the employee, the employee may attend an Agency sponsored interactive virtual briefing (e.g. Webex, webinar, GoTo Meeting) in a duty status, if otherwise in a duty status.

Section 6. Union sponsored in-person briefings:

- a. Once annually, the Union shall provide the Agency at the national level a schedule of briefing dates, times, locations, and a briefing on the materials to be presented. Subject to staffing and workload, the Agency shall grant eight (8) hours of excused absence to bargaining unit employees to participate in these briefings. The Agency will not pay travel, per diem, tuition, or other related costs for the Union sponsored briefings.

- b. At the local level, requests for excused absence to attend these briefings shall be submitted to the Agency by the Union no later than forty-five (45) days prior to the date of the briefing. Such requests shall be approved/disapproved no later than twenty-eight (28) days prior to the date of the briefing. Employee names submitted less than forty-five (45) days in advance shall be approved/disapproved in the order they were received.

Section 7. 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, individual counseling, assistance, information, and materials distribution via hardcopy or a link to a publicly-accessible website. 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) during the TSP Open Seasons, and upon any major change to the TSP.

Section 8. Brochures and pamphlets associated with benefits programs shall be provided to the national and regional offices of the Union.

Section 9. The Agency shall ensure that the most recent version of retirement and benefits information, including the following brochures and forms, are available to employees for review:

- 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 10. 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 Union at the national level. Any changes which may require negotiations shall be handled in accordance with Article 7 of this Agreement.

Section 11. 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 12. An employee who has been engaged in the separation of aircraft as defined in P.L. 92-297 or in providing preflight, inflight, or airport advisory service to aircraft operators as defined in P.L. 99-335, shall be eligible for retirement in accordance with applicable law.

Section 13. The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures, and time limits established by OPM. In order to minimize this processing time, employees may submit their application for retirement to the appropriate Regional 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 14. 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. All vacancy announcements for bargaining unit positions shall be open for a minimum of twenty-one (21) days before the closing date and time of the announcements.

Vacancy announcements will be posted on the USAJOBS website as they become available. Access to the website shall be afforded to all bargaining

unit employees (BUEs) through the computers provided for in Article 36 of this Agreement.

- a. TMC positions may be bid in-house and open for a minimum of fourteen (14) days.
- b. Intra-facility details, for bargaining unit positions covered by this Agreement, of one (1) year or less may be advertised in-house for a minimum of fourteen (14) days.

Section 2. Candidates must apply online to receive consideration. All bids must have a status of “Received” prior to the closing date and time associated with the vacancy announcement.

Section 3. All qualification requirements shall be posted on the vacancy announcement at the time the announcement is made.

Section 4. 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 the Agency decides to interview any qualified employee on the selection list, then all on the list who are qualified must be interviewed. 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 5. Employees desiring consideration for placement to a specific bargaining unit position at a specific facility may make voluntary application for transfers to facilities of the same, lower, or higher Facility Pay Level (FPL) by submitting the appropriate forms as outlined in Agency directives to the Human Resource Management Division having jurisdiction over the position(s). The type of position applied for and specific location must be stated.

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 for _____ position at (name of facility);"
- b. FAA Form 3330-42, Request for Consideration and Acknowledgment;
- c. FAA Form 3330-43-1, Rating of Air Traffic Experience for AT Movement;
- d. a resume; and
- e. most recent performance appraisal.

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, unless it has been updated in writing by the employee.

Section 6. Employees shall be permitted to request reassignment outside of the announced vacancy process without any waiting period or time requirements.

Section 7. Applications submitted in accordance with Section 5 will be treated equally to applications that are submitted under any subsequent vacancy announcement for that specific position.

Section 8. Mutual reassignment transfer requests may be submitted to the same, higher, or lower ATC FPL facility, for employees who have a minimum of one (1) year as a certified controller at his/her facility, but no more than three (3) ATC FPLs above the employee's current ATC FPL, unless the employee had been previously certified at the higher ATC FPL.

Both employees must then notify their facility management, in writing, of their desire to swap with the following information:

- a. name of the swapping employee;
- b. facility of the swapping employee;
- c. type and FPL of that facility;

- d. requested release dates of the swap; and
- e. employee's signature and date.

Approval will not be unreasonably denied nor will release dates be unreasonably delayed. The Parties recognize that mutual transfers under this Article are solely in the best interest of the employees and therefore employees will not be entitled to receive any PCS funds.

Section 9. 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 best qualified list, he/she will receive priority consideration, as defined in Article 100 of this Agreement, 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 FPL, 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 10. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 11. Within twenty-one (21) days of a 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;

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

Section 12. Release dates are subject to the staffing requirements of his/her current facility as well as the needs of the target facility. Every reasonable effort shall be made to provide a release date within six (6) months of selection. If a six (6) month release date is not practicable, the Agency shall propose a fixed date that the employee may accept or decline.

ARTICLE 43 TEMPORARY PROMOTIONS/TRANSFERS

Section 1. When it is known that a 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/transfer. The promotion/transfer 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 an intra-facility vacancy announcement soliciting volunteers. The announcement shall contain the qualifications established by the Agency, if any, and the length of the temporary promotion/transfer. The employee selected for the position shall be given an immediate temporary promotion/transfer 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 eighty (180) days.

Section 5. All temporary promotions/transfers will be documented.

ARTICLE 44
TEMPORARY ASSIGNMENTS AWAY FROM THE FACILITY

Section 1. Prior to temporary assignment away from the facility, volunteers shall be solicited. Unless a natural hazard/disaster (e.g. wildfire, flood) dictates otherwise, solicitations shall be posted for at least thirty (30) days in advance of the assignment and shall list the qualifications as determined by the Agency. The most senior volunteer who meets the qualifications shall be selected. In the absence of volunteers, the Agency shall make assignments on an equitable basis. If personal circumstances do not allow an employee to travel in accordance with this Article, the Agency shall select another employee.

Section 2. Whenever possible, the Agency will provide at least thirty (30) days advance notification for duty assignments away from the facility. The Agency will adjust the schedule of the employee to avoid travel on the employee's days off. If the notification is less than thirty (30) days, the Agency, if able, will honor the employee's request to change days off to avoid travel on their days off. If the Agency is not able to honor the request to change days off, the employee will be compensated at the appropriate overtime rate.

Section 3. Special Events: For Sun N Fun©, Oshkosh AirVenture©, and the Masters Golf Tournament®, the procedures in Appendix I shall be followed.

For other special events, the procedures in Appendix I shall only be followed upon mutual agreement between the appropriate Union Regional Vice President and Service Area Director.

ARTICLE 45
TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS

Section 1. At his/her request, an employee who is temporarily medically or physically unable to perform active air traffic control duties, shall be assigned other facility duties, to the extent such duties are available. If duties in the employee's facility are not available, the Agency may offer assignment of work at other air traffic facilities 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. Employees 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 control 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.

Section 7. Employees who are medically disqualified to perform the full range of their duties for the positions they are certified on shall be eligible to perform the duties of delivering flight data strips. For facilities where the primary duties of flight data positions involve other duties (e.g. strip marking, routing changes, altitude changes, etc.) determinations as to eligibility to perform these additional duties will be made in accordance with FAA Order 7210.3.

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 closure, or relocation and/or severance of existing facility functions and/or services or inter-facility realignment requiring the reassignment of employees. The notification period may be reduced by mutual agreement of the Parties at the national level.

Section 2. In the event of a facility closure, or relocation and/or severance of existing facility functions and/or services, or inter-facility

reorganization, the procedures outlined in Article 47 of this Agreement shall apply when a reduction-in-force is necessary.

Section 3. The Agency shall notify the Union representative as soon as possible, but not less than six (6) months, prior to intra-facility reorganizations (e.g. areas of specialization are realigned and/or established) involving bargaining unit employees.

The Agency shall notify the Union representative as soon as possible, but not less than three (3) months in advance, when a staffing imbalance exists within a facility that requires retraining of individuals to solve the imbalance.

These notification periods may be reduced by mutual agreement of the Parties at the local level.

Section 4. In exercising the provisions of Section 3, the Agency shall determine the number of employees to be selected. Solicitations for volunteers shall be facility-wide unless otherwise mutually agreed to by the Parties at the local level. If after this initial change has been completed another imbalance was created that requires further action, the Agency shall designate the area from which volunteers will be sought and the number of employees to be selected from each area.

Section 5. In facilities where staffing imbalances exist, volunteers shall be solicited from all qualified employees where no individual retraining is necessary to complete the change. If after this initial change has been completed another imbalance was created that requires further action, the Agency shall designate the teams from which volunteers will be sought and the number of employees to be selected from each team.

Section 6. In exercising and complying with Sections 4 or 5, each vacancy shall be filled by the reassignment of the most senior qualified volunteer. If there are no volunteers, selections shall be made using inverse seniority from among the qualified employees within the designated area(s)/team(s) which were identified in the solicitation. The transfer of employees shall be accomplished within three (3) months of the close of the 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. A CPC who has volunteered for an intra-facility reassignment shall receive an incentive bonus equal to one percent (1%) of the employee's Base Pay and an additional one percent (1%) once he/she has

fully certified in the new area. When a CPC who is involved in an intra-facility transfer in accordance with this Article is unsuccessful in achieving certification in his/her new area, the employee shall be retained within his/her existing facility. The first priority shall be a reassignment back to the area that he/she was previously certified. Nothing in this Section precludes the Agency from offering multiple areas based on organizational needs. If more than one (1) position is offered, the employee shall be given the opportunity to select the area to which he/she will be assigned.

Section 8. In the event that an administrative/directed 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(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 directed 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.

Employees adversely affected by the conditions set forth in this Article shall be entitled to receive permanent change of station (PCS) expenses in accordance with Article 58 of this Agreement.

Section 9. Nothing in this Article is intended as a waiver of any bargaining obligation with respect to remaining substantive issues and/or the impact and implementation arising from any change as a result of the implementation of any provision of this Article.

Section 10. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

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.

Section 5. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

ARTICLE 48 TECHNOLOGICAL 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 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 3. 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 4. Employees adversely affected by changes in technology shall be entitled to pay and level 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 5. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

ARTICLE 49 STUDIES OF EMPLOYEES AND THEIR WORKING CONDITIONS

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 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 that 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 an air traffic facility, 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 management whenever the full team is assembled for the purpose of such discussions or briefings. Upon request, the Principal Facility 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 4 of this Agreement.

Section 4. The Principal Facility Representative shall be provided an electronic copy upon completion of any evaluation, audit, or assessment conducted at his/her facility. Additionally, the Principal Facility Representative and/or his/her designee shall be provided read-only access to the Compliance Verification Tool (CVT).

Only bargaining unit employees acting in the capacity of a team member may be identified on any report or data contained in the CVT database.

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 the FAATP and this 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, as appointed by the Principal Facility Representative or his/her designee. There shall be a chairperson of the Facility PSC, as 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 the 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 of this Agreement. 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 PSP workgroup shall meet to review the effectiveness of the PSP annually. This review will include items maintained by the National PSP 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 PSP 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.

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, Executive Order 12196 concerning occupational safety and health, 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 national consensus standards pursuant to 29 CFR 1910.2(g), Agency guidelines,

policies and current industry standards in order to achieve these conditions.

Section 3. The Agency shall make every reasonable effort to provide and maintain safe and healthful living conditions for government provided or leased housing. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting, and water quality. To the maximum extent practicable, the Agency will follow local residential building codes in order to achieve these conditions. To ensure compliance with this Section, the Agency agrees to conduct annual inspections of all government provided and leased housing for bargaining unit employees. The results of these inspections will be shared with the Union at the local level.

Section 4. 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 two (2) representatives, or more in accordance with the OSHECCOM Charter.
- 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, plus one (1) additional representative for the Alaskan Region, or more in accordance with the OSHECCOM Charter.
- 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, or more in accordance with the OSHECCOM Charter. The committee shall review the progress in occupational safety and health at the facility 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. The committee shall forward recommendations to the facility manager for action on matters concerning occupational safety, health, lighting, and air quality. The facility 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 Air Traffic 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 5. 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 6. 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 operation.

Section 7. Each facility shall annually review fire evacuation procedures with all personnel. Training will be provided to personnel at each facility in accordance with 29 CFR 1910, FAA Order 3900.19, and the fire evacuation procedures at that facility. Facility 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 8. The Agency will continue to provide locally administered first aid and Cardiopulmonary Resuscitation (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 9. In the event of construction, building maintenance, repairs and/or remodeling within a facility, the Agency shall ensure that proper safeguards are maintained to prevent injury to bargaining unit employees.

Section 10. If the Agency initiates or permits the use or storage of chemicals, pesticides, or herbicides at any facility, Safety Data Sheets (SDS) 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 that 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 11. The Agency shall ensure that claims for personal injury are processed in a timely manner in accordance with Article 75 of this Agreement.

Section 12. The Agency shall test for evidence of drinking water contamination (by radon or other contaminants exceeding EPA water quality standards) at each air traffic facility, 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 13. Indoor air quality concerns (e.g. "sick building syndrome") 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, EPA, OSHA, and Agency 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 increase Agency recruitment potential.

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

ARTICLE 55 HUMAN PERFORMANCE

Section 1. To meet the Agency's stated goal of reducing and/or eliminating safety events within the National Airspace System (NAS), the Parties agree that events resulting from human factors can be mitigated. The continuous operation of the NAS and the associated impact on the employees who work within that system serve to reinforce the importance of human factors considerations in the operation of the Agency's facilities. In support of this effort, the Agency has established an ATO Human Performance Program that considers, at a minimum, Fatigue Risk Management, Human Factors, and Health and Wellness.

Section 2. The Civil Aerospace Medical Institute (CAMI) may collect any and all data regarding human factors/causal factors associated with safety events. The ATO Human Performance Program may initiate, contract, or conduct studies of employees associated with human factors (e.g. fatigue, workload).

Employee participation in accordance with this Section shall be voluntary and no individual names will be recorded in the database. Interviews shall be conducted in a secure, confidential, closed-door setting so that employees feel comfortable. Any study conducted under this Article shall be in accordance with the provisions of Article 49 of this Agreement.

Section 3. The Union may designate a national representative(s) to the ATO Human Performance Program in accordance with the provisions of Article 114 of this Agreement.

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, sexual orientation, or reprisal for participation in an EEO activity.

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 workplace.

Section 5. Facility Representatives and Regional Vice Presidents shall be provided a current list of regional EEO counselors, and information on the EEO complaint system and counselor duties. The Agency shall post the names, addresses, and telephone numbers of all EEO counselors in a location at each FAA facility in an area frequented by bargaining unit employees.

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 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.

Section 5. In cases where an employee 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 (a);
- d. the Flight Surgeon will review any diagnosis submitted by the employee under subsection (c) 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 the situation of the employee.

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 quarters 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. The relocation is not considered to be

incident to a change of official station if the change is merely for the employee's personal preference or convenience.

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, and reimbursement for associated expenses shall be authorized when the following conditions exist:

- a. the employee is authorized relocation benefits for a permanent change of station (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.

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

- a. Any time expended in a house-hunting trip is included in the initial sixty (60) day period.
- b. Temporary quarters authorizations may be extended in accordance with the FAATP.
- c. For employees authorized the fixed rate method of reimbursement, subsistence costs will be reimbursed for no more than thirty (30) days. This time period is not reduced if the Agency authorizes a house-hunting trip.

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

Section 7. Any cap on property value that 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 travel expenses is authorized, employees shall receive a miscellaneous expense allowance equal to one (1) week's basic salary including locality pay and, where applicable, cost of living allowance (COLA) of the new official station, at the rate of grade FG-13, Step 1 level. No receipts will be required to substantiate expenses incurred under this Section.

Section 10. 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 timeframe if there is a delay in the delivery of the employee's POV through no fault of the employee.

Section 11. 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 12. 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) month 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 13. 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 14. 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 that most meet his/her personal needs.

Section 15. Employees shall be authorized a reasonable amount of duty time for travel to a new duty station.

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 twenty-seven thousand dollars (\$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 twenty-seven thousand dollars (\$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 that 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 that 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 the 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 the employment agreement in Appendix J for each tour of duty. If an employee serves only one (1) tour, his/her tour should total thirty-six (36) months. Any subsequent tours should be twenty-four (24) 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. An employee's pay shall be set in accordance with Article 108 of this Agreement when returning from a tour of duty.

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 that 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 FACILITY OF PREFERENCE

Section 1. Any employee who has completed a minimum of eight (8) years fully certified at his/her current facility shall be considered to have achieved priority bid status for inter-facility in-grade/downgrade bargaining unit vacancies/positions. 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.

Section 2. Eligible employees shall be given priority consideration within the same bargaining unit for any in-grade/downgrade bargaining unit vacancy at any of those facilities for which he/she is qualified. Release dates are subject to the staffing requirements of his/her current facility, as well as the needs of the target facility. To the maximum extent possible, the Agency shall provide a release date within six (6) months of selection.

If a six (6) month release date is not practicable, the Agency shall propose a fixed date that the employee may accept or decline.

Section 3. Applications shall be filed in accordance with Article 42, Section 5 of this Agreement and shall include a cover letter stating: "Filed in accordance with Article 60, NATCA/FAA Agreement for a position at (specify facility identifier)." In addition, the employee shall forward a copy of the application to each facility to which the applicant desires consideration under this Article.

Section 4. Employee requests under this Article shall remain active for twenty-four (24) months. If no selection has been made within that period, the employee may reapply.

Section 5. Upon request, if a priority placement/consideration status candidate is not placed in the vacancy, the Agency shall prepare a written narrative statement listing all reasons for non-placement. The Agency shall submit such written narrative to the employee's Service Area Director/AFSIAG Manager with a copy to the employee and the Union at the employee's current facility within seven (7) days of a non-placement determination.

Section 6. Nothing in this Article shall be interpreted as affecting management's right to fill vacancies from any appropriate source.

Section 7. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.

ARTICLE 61 REASSIGNMENT OF TRAINING FAILURES

Section 1. The provisions of this Article shall apply to employees who are unsuccessful in the air traffic control training program.

Section 2. Developmental terminal and en route employees who are unsuccessful in training as a result of withdrawing from training during their initial facility assignment, and have completed their probationary period, may be given an opportunity at a lower level facility if a vacancy exists. These employees will be provided a list of up to five (5) facilities of which the employee may select for reassignment.

All other developmental terminal and en route employees who are unsuccessful in training and have completed their probationary period may be given an opportunity at a lower level facility if a vacancy exists. These employees will be provided a list of facilities of which the employee may select for reassignment.

Developmental FSS employees who are unsuccessful in training and have completed their probationary period may be given an opportunity at another facility if a vacancy exists. These employees will be provided a list of facilities of which the employee may select for reassignment.

En route developmentals fitting the criteria above will attend the Academy for terminal training.

Section 3. If an employee, who was previously facility certified, transfers and fails to achieve full certification in his/her new facility, he/she will be provided a list of facilities for which he/she qualifies and where a vacancy exists. The employee will select one for reassignment. This list may include the employee's previous facility if a vacancy exists.

An employee failing to reach facility certification at two (2) consecutive facilities, whether due to failing training or withdrawing prior to certification, may be eligible for retention. After achieving facility certification and entering a new assignment requiring training, the employee commences training with a "clean slate."

Section 4. Employee reassignments made in accordance with the provisions of this Article shall not be eligible to receive any permanent change of station (PCS) benefits.

Section 5. Retention decisions and placement determinations with regard to Air Traffic Control Specialists who have been deemed as unsuccessful in facility training shall be done in accordance with HRPM EMP 1.14a (ATCS Employment Policy). In addition, HRPM EMP 1.14a governs National Employee Services Team (NEST) activities. The NEST will be maintained to make retention recommendations and facility type and level determinations for bargaining unit employees who are unsuccessful in facility training. The Union's designee(s) to the NEST shall be granted official time to participate in NEST activities, including travel.

ARTICLE 62
AVIATION SAFETY REPORTING SYSTEM

Section 1. The Agency, with Union input, has established a policy for a reported safety event that limits the circumstances under which discipline is imposed. Disciplinary action shall not be imposed when the employee's action was inadvertent; did not involve gross negligence or a criminal offense; the employee files a NASA report on the event within the time limits prescribed in applicable regulations; and does not otherwise cover up the event.

ARTICLE 63
NATIONAL TRANSPORTATION SAFETY BOARD (NTSB)
UNION REPRESENTATIVES

Section 1. The Parties recognize that the right of Union representatives to participate in NTSB investigations is at the complete discretion of the NTSB. Should the NTSB allow Union representatives to participate, the following procedures shall apply to no more than fifteen (15) representatives designated by the Union.

Section 2. The Union Regional Vice President or his/her designee shall be placed on the respective service area email notification list for notification of an accident or incident in the service area involving fatalities or injuries in which air traffic control services were being provided.

Section 3. Unless staffing and workload do not permit, excused absence shall be granted to permit the Union representative to participate in an NTSB accident/incident investigation. 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 4. In accordance with Section 3, the Union representatives shall be relieved as soon as operationally possible from their normal duties to immediately proceed to the scene of an accident or incident of appropriate significance.

Section 5. Unless staffing and workload do not permit, on a one-time basis, the Union's NTSB Representatives shall be authorized thirty-two (32) hours of excused absence to attend formal training. Representatives may be authorized additional excused absence to attend formal training by mutual agreement of the Parties at the national level. Unless staffing and

workload do not permit, employees designated as representatives under this Article who desire to attend additional accident/incident investigation and other safety related courses/seminars shall be granted leave or LWOP to attend such courses/seminars up to a maximum of three (3) weeks per employee per calendar year.

Section 6. Unless staffing and workload do not permit, the Agency shall grant annual leave or LWOP for a Union representative from the involved facility or facilities to attend NTSB hearings.

Section 7. If authorized by the NTSB, nothing in this Article shall preclude the Union from sending more than one (1) representative to an accident/incident investigation. Official time and travel and per diem are not authorized under this Article.

ARTICLE 64 SAFETY EVENTS REPORTING AND REVIEW

Section 1. The Parties shall apply the following provisions to instances in which a safety event occurs or is believed to have occurred, to safety problems/initiatives, and to govern the administration of the ATO Quality Assurance Program, ATO Quality Control, Air Traffic Organization Occurrence Reporting (ATOOR), and Voluntary Safety Reporting Programs (VSRP).

Section 2. For the purposes of the ATSAP MOU, dated March 27, 2008, an operational “error” and/or “deviation” shall be defined as:

- a. A Loss of required separation;
- b. An aircraft lands or departs on a runway closed to aircraft operations after receiving air traffic authorization;
- c. An aircraft lands or departs on a runway closed to aircraft operations, at an uncontrolled airport and it was determined that a NOTAM regarding the runway closure was not issued to the pilot as required;
- d. Less than the applicable separation minima existed between an aircraft and adjacent airspace without prior approval;

- e. An aircraft penetrated airspace that was delegated to another position of operation or another facility without prior coordination and approval;
- f. An aircraft penetrated airspace that was delegated to another position of operation or another facility at an altitude or route contrary to the altitude or route requested and approved in direct coordination or as specified in a letter of agreement (LOA) pre-coordination, or internal procedure;
- g. An aircraft is either positioned and/or routed contrary to that which was coordinated individually or; as specified in a LOA/directive between positions of operation in either the same or a different facility; and/or
- h. An aircraft, vehicle, equipment, or personnel encroached upon a landing area that was delegated to another position of operation without prior coordination and approval.

Upon request, an employee who experiences any of these events shall be removed from an operational position as soon as operationally possible.

When the Agency becomes aware of any loss of standard separation of less than sixty-six percent (66%), a runway incursion, and an employee requests to be relieved from an operational position or the Agency has elected to relieve an employee from an operational position due to an occurrence, the Principal Facility Representative or his/her designee shall be notified.

Employee(s) last providing ATC services to an aircraft involved in a fatal accident shall be relieved from operational position as soon as operationally feasible and must remain relieved from operational duties until the performance review portion of a Covered Event Review (CER), as defined in JO 7210.634, and associated training, if assigned, is completed.

Section 3. The Principal Facility Representative, or his/her designee, will be afforded the opportunity to be present for any interview of an employee conducted by the Agency as the result of a Mandatory Occurrence Report (MOR) or Electronic Occurrence Report (EOR). By mutual consent of the Agency, employee(s), and the Union, interviews may be accomplished by telephone. The employee and his/her Union representative shall be permitted to review all available information prior to the interview.

Employees shall be on duty time and the Union representative shall be granted official time to participate in these proceedings.

The Agency shall provide the Principal Facility Representative, or his/her designee, with the names of all employees to be interviewed. The Agency shall collaborate with the Principal Facility Representative, or his/her designee, to establish an interview schedule. No changes to an employee's schedule may occur without the consent of the employee.

Section 4. Signed employee statements will only be required in the event of a pilot deviation.

Section 5. In the event that an employee is not permitted to return to operational duty following a reported occurrence, the Air Traffic Manager, upon request of the employee, shall provide a written explanation of the reason for such action within twenty-four (24) hours following the occurrence.

Section 6. If the Agency conducts a performance discussion related to an EOR and/or MOR, or determines that a review is warranted through the QA Risk Analysis Process (RAP) or a QC Service Review, the following provisions apply:

- a. Involved employee(s) shall be notified as soon as possible that a review was conducted. This notification shall not occur while employees are working a control position.
- b. The Agency shall offer and afford sufficient duty time to complete an ATSAP report. The time to file an ATSAP report should occur as soon as operationally possible, but need not occur during the same duty day. Normal ATSAP timelines apply to these submissions; timeliness will be based on the actual allocation of duty time. Employees that have already filed an ATSAP report but request to add additional information to their report shall be provided time under this Section.
- c. Employees shall be permitted to review the performance documentation and recorded data concerning the occurrence prior to submitting an ATSAP report.

Section 7. QC Service Reviews shall be conducted outside of the operating quarters. The Principal Facility Representative, or his/her designee, shall be afforded the opportunity to participate in these proceedings. QC

Service Reviews will be conducted in a collaborative manner and any findings of the reviews will, when practicable, be jointly developed.

Section 8. The Union, at the appropriate level, shall have the opportunity to provide a response to a request for information regarding a safety event or safety problem. The Agency will work with the Union in a pre-decisional, collaborative manner in developing a response to a Corrective Action Request (CAR). If the Parties cannot achieve a consensus on a resolution, they are free to pursue traditional processes for resolution.

Section 9. The principles and processes contained within Article 51 of this Agreement shall be utilized for a Compliance Verification (CV), Quality Control Check (QCC) or Quality Control Validation (QCV), regardless of the level at which the activity is conducted.

Section 10. Information derived from a CV, QCC, QCV, or QA Risk Analysis Panel (RAP) will only be used to identify systemic or organizational safety issues. This information may not be attributed to or identify an individual employee.

Section 11. Upon request, the Union, at the appropriate level, shall be given an entire copy of any report generated during a Quality Assurance or Quality Control initiative.

Section 12. The administration of VSRP, ATO Quality Assurance Program (QAP), ATO Occurrence Reporting (ATOOR), and ATO Quality Control (QC) shall be conducted in accordance with the provisions contained within JO 7200.20, JO 7210.632, JO 7210.633, and JO 7210.634.

Section 13. Upon request, and subject to staffing and workload, employees shall be afforded sufficient duty time to complete an ATSAP report.

Section 14. New employees shall be trained on the provisions of JO 7200.20 and the ATSAP MOU within thirty (30) days of assignment to a facility, or as otherwise agreed to by the Parties at the local level. Training requirements and curriculum shall be jointly developed by the Parties at the national level.

Section 15. Loss of standard separation alert data will be available at the local facility level; however, the data shall not be accessed in the operating quarters and, if possible, access to the data shall be restricted from those locations. Audio and/or visual loss of standard separation detection system

terminals shall not be placed inside facility operating quarters. This requirement does not apply to collision warning systems (e.g. conflict alert, AMASS alarms).

Section 16. The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees. Except as required by law, the Agency shall ensure that all data collected is sanitized of all personally identifiable information prior to release outside the Agency.

Section 17. Union representatives shall be provided an access level for QC and safety data (e.g. EOR/MOR information, QC Service Reviews) in CEDAR equal to that of their Agency counterpart(s).

Section 18. Controllers-in-Charge, Traffic Management Specialists/Coordinators-in-Charge, and NOTAM Specialists-in-Charge shall not be required to make any electronic entries into CEDAR until they have received training.

Section 19. The Union at the national level shall be provided RAP determinations at the same interval as the Agency.

ARTICLE 65 CONTROLLER/EMPLOYEE PERFORMANCE

Section 1. The Parties recognize that the 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 its own decisions.

Section 2. If a controller/employee is relieved from his/her position of operation by the Agency because of alleged unacceptable performance of duty, the controller/employee, if he/she requests, shall be given a written explanation of the reason for such action by the Agency within twenty-four (24) hours. 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 air traffic control 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 clearance 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 and shall be applied uniformly nationwide.

Section 4. Color vision tests (e.g. Air Traffic Controller Color Vision [ATCOV]) and associated medical clearance determinations shall be conducted in accordance with FAA Order 3930.3. If, as a result of color vision test(s), an employee is issued a special consideration medical clearance that precludes assignment to an ATCS position within his/her current facility, the Parties shall meet to collaboratively explore all reasonable avenues of placement. The Parties shall give priority to offering ATCS positions within the commuting area of his/her current position and at the same Facility Pay Level. However, these priorities shall not preclude the Parties from considering other available ATCS positions.

This does not prohibit the employee from pursuing rights granted by law, rule, regulation, or this Agreement.

Section 5. All medical examinations required by the Agency, including those associated with the ATCOV, shall be scheduled on duty time. Employees shall be reimbursed for mileage and parking fees.

Section 6. Whenever an employee spends more than eight (8) hours in an official duty status 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 eight (8) hours. The increment of payment shall be one (1) minute.

Section 7. 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 permanent disqualification.

Section 8. All correspondence between the Flight Surgeon's Office and the employee is confidential. While facility management may be used as a conduit for the passage of written information, it shall be transmitted back and forth in sealed envelopes to be opened by the employee or Flight Surgeon only, as appropriate.

Section 9. In the event an employee is permanently medically disqualified, or has been temporarily incapacitated for a period of ninety (90) days or longer, he/she shall have the opportunity to appeal such decision to the

Federal Air Surgeon, FAA Headquarters, Washington, DC. 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 negative determination and the employee is permanently medically disqualified, the employee shall have the option to apply for a disability retirement, 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 10. 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 11. Employees shall not perform air traffic control duties 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. 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 other duties not requiring a medical certificate until such time as a medical certificate is issued.

Section 12. Class II medical certificates are not required for the performance of air traffic control duties. Class II or III medical certificates may be issued to bargaining unit employees who need a Class II or III certificate as an airman but not an ATCS.

Section 13. The provisions of this Article shall be applied uniformly nationwide and to those bargaining unit employees who are required to maintain medical certificates.

Section 14. Employees may not perform air traffic control duties 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 provisions of Article 25 of this Agreement are authorized.

Section 15. 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. Further guidelines on restricted medications may be found in FAA Order 7210.3.

Section 16. 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 17. The Agency has determined that no later than October 31, 2016, it will establish a policy to evaluate employees who are being treated with certain selective serotonin reuptake inhibitor (SSRI) medication(s) for a special consideration medical clearance. Prior to implementation of this policy, the Agency will meet any bargaining obligation in accordance with Article 7 of this Agreement.

Section 18. 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. 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 3. 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 4. Pending the availability of funds, the Agency may establish outside career development training programs to support employees pursuing academic degrees that support specific organizational and mission-related requirements.

All programs are subject to the provisions of HRRM LD-5.11, Continuous Learning - Formal Education, and HRRM LD-5.5, Learning and Development - Administration.

Section 5. 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 6. Employees may voluntarily enroll in Agency-directed study courses designed to improve their work performance, expand their capabilities, and increase their utility to the Agency. Through the FAA Academy, employees may participate in a multi-disciplined approach to distance learning. The Agency may allow personnel to devote duty time to the study of these courses.

Section 7. 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.

Section 8. 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 reasonable 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 that 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 ON-THE-JOB-TRAINING

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 (OJT) 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.

For FSS employees, 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 at an operational position.

Section 2. The Agency shall make a reasonable effort to provide time to conduct pre-briefings when requested by an On-the-Job-Training Instructor (OJTI). 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 or his/her designee for selection. The Agency retains the right to select OJTIs.

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 69 DRESS CODE

Section 1. Members of the bargaining unit shall groom and attire themselves in a neat, clean manner that will not erode 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. Denim trousers shall be permitted as long as their condition meets the standards of Section 1 of this Article. Neckties shall not be mandatory in any facility.

ARTICLE 70 PARKING

Section 1. Parking accommodations at Agency-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 disabilities.

Section 2. At parking facilities under control of the Agency, the Agency shall establish procedures that 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 facility parking spaces are reserved for air traffic, other than those reserved for government cars, visitors, and disabled individuals, a space shall be made available to the Facility 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. The Agency will provide a microwave oven and a refrigerator at each facility. At facilities with more than one hundred (100) employees, the Agency will provide an additional microwave oven and refrigerator. A coffee maker will be provided at all facilities except when specifically prohibited by food service contractual requirements.

Section 3. The Agency shall maintain clean and adequately stocked restrooms at all of its facilities.

Section 4. At facilities with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

Section 5. At facilities 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 Principal Facility Representative, or his/her designee, shall be notified of the arrival at the facility of the collector/Breath Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees. The Agency shall advise the Principal Facility 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 Principal Facility Representative, or his/her designee, shall be released on official time for the purpose of performing representational duties. The Principal Facility 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. When the annotated test list is requested prior to the conclusion of testing, it shall be provided to the Union on site immediately upon the completion of testing. When the annotated test list is requested after the completion of testing, the Agency will provide a copy to the Union as soon as the information becomes available, but normally no later than ten (10) days after the request was made.

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 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 timeframe 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. In the event of a negative dilute, employees shall be provided with the laboratory results prior to being subjected to re-collection. Re-collection due to a negative dilute shall be done in accordance with DOT Order 3910.1.

Section 13. Only employees who are in a duty status shall be subject to substance testing.

Section 14. 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 if the collector/BAT has not arrived at the facility 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 for testing when called back.

Section 15. 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 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 16. In accordance with DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, each urine specimen shall be split into two (2) specimen bottles using the split specimen procedure. If the Medical Review Officer (MRO) verifies the primary specimen bottle (bottle A) is positive, substituted, and/or adulterated, the donor may request through the MRO 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 17. If an employee fails to provide an appropriate amount of urine in accordance with DOT Order 3910.1, 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 DOT Order 3910.1. 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 18. 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 19. 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 20. Employees who have not been identified for drug/alcohol testing may be granted leave. After an employee has been tested, he/she may be granted leave.

Employees who are requesting leave and have been identified for testing shall be tested in the following order:

- a. Employees experiencing an emergency situation, whose leave has been denied as a result of being identified for testing, shall be tested as soon as possible once the employee notifies the Agency of the emergency situation so their leave can be granted as soon as they provide a specimen. When an employee must leave without first providing a specimen, documentation must be provided to substantiate the emergency as soon as feasible after returning to duty.
- b. Employees on duty who have pre-approved leave shall be tested in time to accommodate their leave request.
- c. When requests for other leave would be approved if not for testing being conducted, the supervisor shall coordinate with the Site Coordinator (SC) so that the employee can be tested in the order that will allow him/her to take leave, provided it will not cause any other employees identified for testing to stay beyond the end of his/her scheduled work day in order to be tested.

Section 21. There shall be no local or regional supplements to this Article.

Section 22. 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 coworker, 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 Employee Assistance Program (EAP) Managers to arrange for critical incident response.

Section 4. Annual 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. Factors used to determine which peer will be sent to the scene include, but are not limited to: proximity to event, specific circumstances of event, peer experience, and schedule availability. 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. The Agency will coordinate with the affected facility to ensure the peer is released to travel to the scene.

Section 6. The Principal Facility 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 EAP contractor and a Peer Debriefers 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 Workers' 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 (DOL). Participation in OWCP classes is for the purpose of maintaining a current working knowledge of OWCP regulations and requirements. The Union's OWCP Claims Representative shall be afforded a bank of one hundred four (104) hours of official time per year, not to exceed eight (8) hours per pay period, to perform OWCP representational functions. Absent an emergency or other special circumstance, the grant of this time shall be approved upon request.

Section 4. The Agency shall maintain an inventory of FECA claim forms at all air traffic facilities. 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(s) 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 Form 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 the 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 an employee 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 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 Employees' 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 an initial determination has been made by the ECAB. The requesting employee will have thirty (30) days from the date of each 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. The Agency shall notify the Union at the national level prior to the development of a project implementation plan(s) to build a new facility, combine several ATC functions at a new location, relocate, and/or sever existing facility functions and/or services.

Upon such notification, the Parties agree to establish a workgroup(s) at the national level for matters covered by this Section in accordance with Article 114 of this Agreement.

Section 2. The Agency shall notify the Union at the appropriate level prior to the development of a project implementation plan(s) to expand, remodel, or renovate an existing facility that affects any portion of the facility used by bargaining unit employees.

Section 3. 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 4. At new or existing locations where existing facility functions and/or services will be relocated and/or severed, each individual facility will, at the discretion of the Union, remain separate and distinct or be combined for Union recognition and representation purposes.

ARTICLE 77 ASBESTOS

Section 1. At intervals not greater than every twelve (12) months, the Agency shall conduct an inspection of Asbestos Containing Materials (ACM), or Presumed Asbestos Containing Materials (PACM), whether exposed or contained internally in the construction of the facility. Air sampling may be necessary if the ACM has deteriorated to the point that it may present an airborne asbestos hazard. Upon request, the Principal Facility Representative, or his/her designee, shall be allowed to observe any inspection and testing. The Principal Facility Representative, or his/her designee, shall receive a written copy of the test results. All testing shall be conducted by a qualified Occupational Safety and Health (OSH) professional experienced 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 qualified OSH professional.

Section 2. In the event that a facility is planning a construction project that may cause the release of airborne asbestos fibers in areas frequented by bargaining unit employees, the Principal Facility Representative, or his/her 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 Principal Facility Representative will be permitted to attend any management briefings at the facility concerning air sampling and monitoring information. The Parties at the local level will collaborate on the development of a project-specific contingency plan for construction projects, when necessary.

If, during the construction project, there is a release of airborne asbestos fibers, the Principal Facility Representative, or his/her 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 Principal Facility 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 Industrial 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 which may cause the release of airborne asbestos fibers 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 shall be established by the Agency in consultation with the Union's Certified Industrial Hygienist.

Section 4. The Agency will make every effort to ensure a safe working environment. However, in any release of airborne asbestos fibers or if Agency-conducted air monitoring indicates fiber levels can reasonably be expected to meet or exceed the OSHA permissible exposure limits, employees in affected occupied spaces will be evacuated from those spaces as soon as operational conditions permit.

Section 5. 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 6. 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 7. 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 8. 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 pressure enclosures are used, the contractor will ensure and maintain negative pressure at all times.

Section 9. 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 10. At least once annually and before any major renovation or removal project in their workplace, bargaining unit employees who work in facilities known to contain asbestos will receive asbestos awareness training.

Section 11. The contractor, who should be an independent Certified Industrial Hygienist (CIH), will be required by the Agency to take continuous air samples by Phase Contrast Microscopy (PCM) both inside and outside the containment for Class I and Class II asbestos abatement projects as defined in 29 CFR 1926.1101. 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 project-specific contingency plan or model Facility Asbestos Abatement Contingency Plan (FAACP) on at least one (1) employee in areas occupied by bargaining unit employees. Due to the potential noise level of the monitor and its associated distractions, any bargaining unit employee who volunteers to wear the monitor shall, if staffing and workload permits, be assigned to a non-control position for the period in which such monitoring occurs.

Section 12. 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. For asbestos-containing floor tile abatement projects, the clearance methodology must be TEM/Asbestos Hazard Emergency Response Act (AHERA) protocol. Unless it can be established with certainty that floor tiles are non-asbestos containing, bulk sampling by TEM must be used.

Section 13. 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 Industrial Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Agency. The Union's Industrial 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 Industrial Hygienist, and the Union's accredited laboratory. The Union will give the Agency advance notice of visits by its Industrial Hygienist.

Section 14. Bargaining unit employees who have been exposed to asbestos 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 and Agency directives.

Section 15. 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, appropriate Agency directives, and the appropriate contingency plan(s).

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. In accordance with applicable law, regulation, and executive order, the Agency shall provide a non-taxable subsidy designed to encourage employees to commute via public mass transportation.

Section 2. Fare subsidies shall be administered in accordance with the DOT Transit Benefit Policy and Guidance and any subsequent changes. The monthly benefit shall not exceed the actual commuting cost or the statutory limit, whichever is less.

Section 3. When public mass transportation is unavailable for an employee's shift assignment, he/she shall be permitted to park in the Agency owned or leased parking area in accordance with Article 70 of this Agreement.

Section 4. Applications for subsidies under this Article will be approved at the local level.

Section 5. To the extent possible, employees shall receive subsidies electronically. If unavailable electronically, employees shall have the option of receiving any subsidies due under this Article at their facility.

ARTICLE 80 EMPLOYEE RECERTIFICATION

Section 1. Employee recertification shall be in accordance with FAA Order 3120.4.

Section 2. Employees will be given written notice within five (5) administrative workdays of the specific reasons for decertification. 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 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 of this Agreement, 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. The Parties agree that the Aeronautical Center management has no responsibility or authority to negotiate with the Union. However, the Agency will designate a point of contact at the Aeronautical Center to assist the members of the unit and Union officials.

Section 5. Any grievance filed by bargaining unit employees temporarily assigned to the Aeronautical Center shall be processed at their facility 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 may only change seniority one (1) time during the life of this Agreement.

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 a medically qualified employee whose permanent disability renders him/her unable to perform his/her duties at his/her present facility.

Section 2. A disabled employee shall receive priority consideration at his/her request to any facility 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 HRPM EMP-1.22, Career Transition Program, to all employees who have received an Agency reduction-in-force (RIF) separation notice or who have been separated through RIF procedures in the Agency (displaced employees), as well as to employees who are likely to face displacement through anticipated Agency 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 line of business, 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 email, 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 Air Traffic Organization (ATO) 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 Agency position in which they are qualified for under the following conditions:

- a. the vacant position is at or below the grade level from which the individual was separated;
- b. the area of consideration stated in the vacancy announcement includes any non-FAA applicants;
- c. the individual submits a timely application under the vacancy announcement; and
- d. the individual includes with his/her application, a copy of the first consideration eligibility letter that was provided with the separation notice.

First consideration means that the resume/application of the involuntarily separated applicant(s) for a position will be forwarded to the selecting official for consideration ahead of candidates outside the Agency. Relocation expenses are not authorized for affected employees under the provisions of this Article.

Section 10. Affected employees who are involuntarily separated shall be provided a letter explaining their eligibility for first consideration. This

letter shall be given to an employee simultaneously with the final separation notice.

ARTICLE 87 FLEXIBLE SPENDING ACCOUNTS

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

Section 2. Should OPM change any portion of the program, the Agency agrees to adopt the provision(s) and provide notification to the Union and bargaining unit employees.

Section 3. The Parties agree that all bargaining unit employees covered by this Agreement are eligible to participate in the FSA program, as long as they meet the eligibility criteria established by OPM.

Section 4. Employees can access the FSA website at www.FSAFEDS.com.

ARTICLE 88 DIVESTITURE

Section 1. The Air Traffic Organization Service Areas 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.

ARTICLE 89 GOVERNMENT CREDIT 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 his/her 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 Employer 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 six hundred sixty (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 canceled 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 two thousand five hundred dollar (\$2,500.00) retail limit and a one hundred dollar (\$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 that 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 that 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 that 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 request to become a leave recipient electronically through the Voluntary Leave Transfer Program's (VLTP) online site or by submitting 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 (LWOP) 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 he/she 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 he/she 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 his/her 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 he/she were in a paid leave status except that:

- a. the maximum amount of annual leave that may be accrued, in the set-aside account, 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, in the set-aside account, 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.
- c. Annual and sick leave accruals will be pro-rated and distributed accordingly when an employee is working and using donated annual leave intermittently.
 - (1) Annual and sick leave earned while the employee is in a working status will be placed in the employee's regular annual and sick leave accounts.
 - (2) Annual and sick leave earned while the employee is using donated leave will be placed in the employee's set-aside account.
- d. 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:
 - (1) as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or
 - (2) if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to him/her.

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. An employee may donate annual leave to an approved leave recipient in another federal 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. Annual leave donations may be accepted from employees in federal agencies outside of the FAA.

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. A medical emergency is likely to result in a substantial loss of income if:

- a. a full-time employee's absence from duty without available paid leave, because of the medical emergency, is or is expected to last at least twenty-four (24) work hours; or
- b. a part-time employee's absence from duty without available paid leave, because of the medical emergency, is or is expected to last at least thirty percent (30%) of the average number of hours in the employee's scheduled biweekly tour of duty.
- c. a period of absence without available paid leave for a medical emergency may be consecutive or intermittent.

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.

Set-aside account: A separate leave account for annual and sick leave earned while using donated leave.

ARTICLE 91
INTERCHANGE AGREEMENT

Section 1. The Agency shall continue efforts to maintain an interchange agreement with the Office of Personnel Management (OPM) that 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 December 19, 1983, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of his/her duty. The Agency shall assist the employee in the proper filing of his/her claim.

ARTICLE 93
SELF-REFERRAL

Section 1. An employee who voluntarily identifies himself or herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Agency on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

Section 2. When initiated by the employee, the related Treatment/Rehabilitation Plan (TRP) shall be identified as a Self-Referral TRP.

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 collector 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 3910.1.

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 3910.1.

Section 5. The Flight Surgeon shall contact the employee's facility manager and notify him/her that the employee will be temporarily removed from his/her safety-sensitive duties for medical reasons. The nature of the medical problem shall not be released.

Section 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 facility manager shall be informed that the employee is no longer restricted for medical reasons and may return to his/her normal duties. If the employee does not pass the return-to-duty test, the employee's manager will be informed and the employee will be offered an opportunity to enter into a TRP.

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 grounds.

Section 9. Employees follow-up testing shall begin after a negative return-to-duty test and shall continue for one (1) year from the initial follow-up test or ten (10) days after the date of the negative return-to-duty test, whichever comes first. The follow-up program may be extended at the discretion of the Flight Surgeon when follow-up testing is incomplete or interrupted. The employee will have successfully completed the

rehabilitation program, if the employee adheres to his/her TRP, and all of the employee's follow-up test results are negative.

ARTICLE 94 OUTSIDE EMPLOYMENT

Section 1. In accordance with 5 CFR 2635.101(b)(10) and (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 aviation 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 Office of the Chief Counsel (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 INDIVIDUAL PERFORMANCE

Section 1. The administration of individual performance shall be conducted in accordance with the provisions contained within this Article

and Individual Performance Management (IPM) for Operational Personnel Order, JO 3400.20.

Section 2. Employee performance discussions shall occur outside of the operating quarters and include RADAR replay and voice recordings, where available.

Section 3. Performance discussions should take place soon after the observed performance, but no later than ten (10) calendar days following the observed performance. Employees shall be provided the opportunity to review voice and/or replay data, where available, during a performance discussion. Deficiencies that cannot be substantiated through voice or replay data, where available, will not be entered into that employee's performance records.

Section 4. IPM Operational Skills Assessments (OSA) may only be used in instances when an ongoing performance deficiency is identified and documented. OSA Validations of OSAs used for IPM shall not negatively impact a previously completed OSA or have a negative impact on an individual employee's overall performance evaluation.

Section 5. Employees will not be decertified as a result of a Certification Skill Check Validation.

Section 6. The IPM OSA must be completed on a single/combined position during a single session. Where such capabilities exist, a replay and/or voice recording of the session must be included with any discussion involved in an OSA.

Section 7. An entry or document regarding employee performance maintained in an Agency system of records shall identify the individual responsible for generating said entry or document. Employees shall be provided access to CEDAR to allow for review and/or comment on data maintained regarding that employee.

Section 8. The Parties at the local level shall exchange Skill Enhancement Training (SET) recommendations made to the Event Review Committee (ERC) that were not jointly developed.

Section 9. The determination to provide training is based on an ongoing assessment of performance and should not be based on a single snapshot, event, or reported occurrence. When training is assigned, the specific performance deficiency should be identified and be supported with

documentation of previous discussions to correct the deficiency. Assigned training must be directly related to the identified deficiency and include the expected outcomes resulting from successful training assignment completion.

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).

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. An employee, whose travel charge card was revoked 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 E2 Travel Manual, travel vouchers shall be submitted using E2 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 (1) 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 the FAATP and the associated travel is curtailed, canceled, or interrupted for official purposes or for other reasons beyond the employee's control that are acceptable to the Agency, he/she shall be reimbursed provided the employee sought to obtain a refund or otherwise took steps to minimize the cost and otherwise acted reasonably and prudently in incurring the prepaid lodging expenses. 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 and this Agreement. Payment for local mileage shall be paid in accordance with the FAATP.

Section 7. When an employee is authorized a POV to attend FAA Academy courses, he/she 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 that 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 or another authorized destination during extended FAA Academy or out-of-Agency technical training. Therefore, an employee attending a course or consecutive courses of training for more than thirty (30) calendar days shall be allowed one (1) round trip to his/her home or to another authorized destination 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 thirty (30) 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 the FAATP shall be measured from the building to which a bargaining unit employee is permanently assigned and from the residence. The Agency shall pay subsistence expenses if the employee travels to a temporary duty site more than forty (40) miles from his/her official station. Notwithstanding the provisions of this Section, an employee is not entitled to per diem at the employee's official station.

Section 11. Mileage reimbursement for a POV shall be limited to the maximum mileage allowance determined by GSA.

Section 12. When an employee will be going on an extended stay travel assignment under the FAATP, 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 that contains kitchen facilities located within the local commuting area of the temporary duty (TDY) location.

Section 13. Although proof of commercial lodging is required, employees who are reimbursed at a fixed rate established under the FAATP 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 the FAATP, 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 thirty (30) 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 or to another authorized destination during each thirty (30) 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 within the FAATP, 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 Extended Temporary Duty Travel Tax Reimbursement Allowance (ETTRA). When the Agency pays ETTRA, such payment shall be paid in the same manner as Relocation Income Tax Allowance (RITA).

If the Agency has determined that ETTRA will not be offered, employee assignments shall be for periods of less than one (1) 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(s).

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. Bargaining unit employees shall not normally be required to perform the duties of the Facility Security Coordinator (FSC).

Section 4. The Union shall be afforded the opportunity to designate member(s) to participate on the Building/Facility Security Committee that will validate the Facility Security Plan (FSP). Changes arising from revisions to the FSP that affect the working conditions of the bargaining unit shall be negotiated at the local level.

Section 5. The Building/Facility Security Committee will document minutes of all meetings that will be reviewed and approved by all committee members. Committee members will be afforded the opportunity to append a dissenting opinion/position to the final minutes.

Section 6. Should installation of any new equipment/technology become necessary due to the reduction and/or elimination of security guards, such equipment shall be operational prior to the reduction and/or elimination being effectuated.

Section 7. Once a decision has been made to locate equipment in operational areas and/or other locations frequented by bargaining unit employees, the Parties at the local level shall negotiate as appropriate.

Section 8. 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) is surveillance of interior and exterior perimeter alarm points/zones to prevent thefts and deter criminal activity.

Section 9. The Parties agree that the primary purpose of CCTV cameras, ECV, and IDS is not for monitoring bargaining unit employees in work/operational areas, break areas, and other employee common areas, except as necessary under Section 8 of this Article.

Section 10. The Parties agree that the measures and devices, as referenced in Section 8 of this Article, shall not be used as timekeeping devices to record arrivals and departures of employees for the purposes of tracking time and attendance.

Section 11. The Parties agree that the measures and devices, as referenced in Section 8 of this Article, shall coincide with the pertinent provisions of this Agreement, and that disciplinary action will not be taken without first conducting an investigation into the alleged event.

Section 12. Should the Agency use data from CCTV cameras, 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.

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):

- I. 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.

- II. 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.
- III. Transfer of an employee in case of an estranged family 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 at 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 and/or cities that will meet the needs of their specific hardship. Placement is allowed in the same, lower, or up to three (3) ATC Facility Pay Levels above their current ATC Facility Pay Level.

Section 3. An employee requesting a hardship transfer shall submit a written request to his or her current facility 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. FAA Form 3330-43-1, Rating of Air Traffic Experience for AT Transfer Program;
- f. a resume;
- g. most recent performance appraisal;
- h. 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
- i. a statement from the employee authorizing the Parties to contact the appropriate sources 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 facility level review. They will ensure that the request falls in one (1) of the three (3) categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests that 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 Service Area/AFSIAG level of the facility where the hardship request originated. This should normally be accomplished within seven (7) calendar days of making the determination.

Section 5. The Parties at the Service Area/AFSIAG level shall review the employee's package and the recommendations made at the facility 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 Service Area/AFSIAG level of the target facilities 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 Service Area/AFSIAG, the employee's hardship package will be forwarded to the target Service Area/AFSIAG.

Section 6. The Parties at the Service Area/AFSIAG level of the target facilities shall review the employee's package and the determinations made at the facility and the originating Service Area. 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 facility will not unreasonably delay the employee's release. If the transfer is denied, the target Service Area shall forward a written justification to the originating Service Area along with a list of all alternative facilities in the geographical area that could possibly fit the needs of the affected employee.

The requesting employee will then be informed by his/her Principal Facility Representative and the Air Traffic 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 Service Area/AFSIAG 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 ATO Service Area Director/AFSIAG Manager and NATCA Regional Vice President 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-served basis. Target

Service Areas/AFSIAG 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 Service Area/AFSIAG. After fifteen (15) months, the application and all associated documentation will be properly discarded.

Section 9. The express terms of this Article apply between the Air Traffic Controllers, Traffic Management Coordinators/Specialists, and NOTAM Specialists bargaining units and separately and distinctly to the FSS bargaining unit.

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 (FAA) 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 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 or the Administrator 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 5533-38 (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 that 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) that 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 one thousand (1,000) copies to the National Office of the Union.

ARTICLE 104 REOPENER

Section 1. In the event legislation is enacted that affects any provision(s) of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 2. Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

Section 3. In the event of any law or action of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

ARTICLE 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 for seventy-two (72) months from the date it is approved by the Parties 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 than 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 one hundred eighty-four (184) 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. The express terms of this Article apply to Air Traffic Control Specialists (ATCS) assigned to the terminal/en route options, Traffic Management Coordinators/Specialists (TMC/TMS), Air Traffic Control Specialists assigned to the Flight Service option, and NOTAMS bargaining units.

Section 2. Definitions.

- a. Air Traffic Control (ATC) Facility: Terminal facility, en route facility, or the Air Traffic Control System Command Center (ATCSCC).
- b. Base Pay: Employee's pay rate including applicable Locality Pay adjustment in effect.
- c. Basic Pay: Employee's pay rate excluding applicable Locality Pay adjustment in effect.
- d. Certified Professional Controller (CPC): This title applies to an Air Traffic Control Specialist, who is or has been facility certified in a terminal/en route air traffic control facility or flight service station (FSS) in the Agency. Once an employee has achieved CPC status in his/her first terminal/en route facility or FSS, that status is permanent.

For TMCs and TMSs, this title applies to Air Traffic Control Specialists who are facility certified and are involved in the traffic flow management of aircraft.

- e. CPC/TMC/TMS-In Training (CPC-IT/TMC-IT/TMS-IT): This title applies to a CPC/TMC/TMS who transfers into a new facility.
- f. Demotion: Movement from a Front Line Manager (FLM) position or higher into a CPC position.
- g. Developmental: This title applies to an air traffic controller in training at a field facility who has never been facility certified in a terminal/en route air traffic control facility, flight service station, or the ATCSCC in the Agency. For pay setting purposes, developmental stages are Developmental-1 (D1), Developmental-2 (D2), and Developmental-3 (D3). Academy Graduate (AG) is not considered a developmental stage for pay setting purposes.
- h. Facility Pay Level (FPL): Established using a complexity formula for pay setting (Appendix A) that computes a Traffic Count Index (TCI) for each air traffic facility in the terminal and en route options.
- i. New Hire: This title applies to an individual who is not currently a federal employee and has never been employed as an Air Traffic Control Specialist in a terminal/en route air traffic control facility, flight service station, or the ATCSCC in the Agency.
- j. New Entrant: This title applies to a current federal employee who has never been employed by the Agency as an Air Traffic Control Specialist in a terminal/en route air traffic control facility, flight service station, or the ATCSCC in the Agency.
- k. Promotion is defined as:
 - (1) Movement from AG into the first developmental stage.
 - (2) Movement from the final developmental stage into the CPC position.
 - (3) Movement from the CPC position to an FLM or higher position.
- l. Re-Entrant:
 - (1) CPC Re-Entrant: This title applies to an individual who is not currently employed as an Air Traffic Controller by the

Agency, but was previously a CPC in a terminal/en route air traffic control facility, flight service station, or the ATCSCC in the Agency.

- (2) Developmental Re-Entrant: This title applies to an individual who is not currently employed as an Air Traffic Controller by the Agency, but was previously a developmental controller in the Agency.
- m. Temporary Promotion: Movement from a CPC to an FLM or higher position for a temporary period of time.
- n. Transfer: Any movement of a CPC/TMC/TMS/Staff Support Specialist (SSS) or Developmental Air Traffic Controller to another CPC/TMC/TMS/SSS or Developmental Controller position at the same, lower, or higher ATC FPL or flight service station (e.g. bids, swaps, and Employee Requested Reassignments).

There are four (4) 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 SSS positions.
- o. Unsuccessful Training: The inability to successfully conclude an air traffic control training program in either a terminal facility, en route facility, flight service station, or the ATCSCC in the Agency. For the purposes of pay setting, there are two (2) scenarios applicable to unsuccessful training:
 - (1) Developmental: Initial certification attempt(s) with the purpose of attaining CPC status.
 - (2) CPC-IT certification: Subsequent certification by a CPC upon reporting to a new facility.

Section 3. Pay Rates.

- a. Bargaining unit employees assigned to terminal/en route facilities shall have their pay determined by the ATC FPL to which they are assigned. ATC FPLs range from ATC FPL-4 through ATC FPL-12.
- b. The Air Traffic Control System Command Center (ATCSCC) shall be equivalent to the highest ATC FPL.
- c. NOTAM Specialists shall be paid equivalent to the ATC FPL-8 pay band.
- d. Bargaining unit employees assigned to the Flight Service option shall be paid in accordance with the FSS pay band.

Section 4. Additional Pay.

- a. **Locality Pay:** Eligible bargaining unit employees will receive Locality Pay in addition to Basic Pay and will have their Locality Pay adjusted annually consistent with government-wide changes as defined in Title 5 USC Chapter 53 coincidental with the annual pay adjustment. Basic Pay is used to calculate pay actions and then applicable Locality Pay is applied on the Basic Pay in effect.
- b. **Premium/Differential Pay:**
 - (1) **COLA Pay/Post Differential:** Eligible employees will receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous forty-eight (48) states.
 - (2) **Sunday Premium Pay:** Employees will earn Sunday premium pay at an additional rate of twenty-five percent (25%) of their hourly rate of Base Pay for all hours actually worked on Sunday.
 - (3) **Night Differential:** Employees will earn night differential at an additional rate of ten percent (10%) of their hourly rate of Base Pay for all hours actually worked between 6:00 PM and 6:00 AM, unless otherwise provided for in this Agreement.

- (4) **Affordability Differential:** Employees will receive an affordability differential at an additional rate of their hourly rate of Base Pay to offset affordability, commuting, and other issues affecting specific locations in accordance with Appendix K.
- (5) **Overtime Pay:** Employees will receive overtime pay as defined in Article 38 of this Agreement.
- (6) **Holiday Premium:** Employees will receive holiday premium pay as defined in Article 28 of this Agreement.
- (7) **Controller-In-Charge (CIC) Premium:** Employees will receive CIC premium pay as defined in Article 18 of this Agreement.
- (8) **Missed Meal Pay:** Employees will receive missed meal premium pay as defined in Article 33 of this Agreement.
- (9) **On-The-Job Training Instruction (OJTI):** Employees will receive OJTI premium pay as defined in Article 68 of this Agreement.
- (10) **Hazardous Duty Pay Differential(s):** Employees will receive hazardous duty pay differential(s) as defined in Article 81 of this Agreement.
- (11) **Remote Site Pay:** Employees permanently assigned to a covered flight service station or those who work rotational assignments at a covered flight service station, identified in Appendix L, shall receive a ten percent (10%) premium computed on Base Pay for all hours worked at a covered facility.
- (12) **Other:** Employees will be paid other premiums/differentials in accordance with applicable statute or regulations.

Section 5. New Hire/New Entrant/Re-Entrant Pay Setting.

- a. **New Hire (required to attend Initial Qualifications (IQ) Training):** Basic Pay for terminal and en route employees is set at the AG pay band effective the day after their graduation from the FAA Academy.

Basic Pay for Flight Service employees is set at the FSS IQ pay band upon entering initial qualifications training and is set at the FSS AG pay band upon successful completion thereof.

- b. New Hire (not required to attend Initial Qualifications Training): Basic Pay set at the AG pay band upon the effective date of his/her appointment to his/her facility of record.
- c. New Entrant: A new entrant will retain his/her current federal pay up to the maximum of the Developmental-3 pay band.
- d. For a Military or DOD Civilian controller with fifty-two (52) consecutive weeks experience as a certified air traffic controller, Basic Pay shall be set at the lowest developmental pay level for the assigned ATC facility upon the effective date of their appointment to their facility of record.
- e. Re-Entrant:
 - (1) CPC Re-Entrants shall be considered a CPC at their assigned facility.
 - (a) CPC Re-Entrant currently employed by the federal government will retain current Basic Pay if it is within the CPC pay band for the assigned ATC facility.
 - i. If current Basic Pay is below the minimum of the CPC pay band for the ATC Facility Pay Level, pay will be raised to the minimum of the CPC pay band. If the current Basic Pay exceeds the established CPC pay band, pay will be set at the top of the CPC pay band.
 - (b) CPC Re-Entrants not currently employed by the federal government will have their Basic Pay set in the CPC pay band of the facility to which the employee is assigned.
 - i. If the previous Basic Pay is below the minimum of the CPC pay band for the ATC Facility Pay Level, pay will be raised to the minimum of the CPC pay band. If the previous Basic Pay exceeds

the established CPC pay band, pay will be set at the top of the CPC pay band.

- (2) Developmental Re-Entrants currently employed by the federal government will retain their federal pay up to the maximum of the Developmental-3 pay band.
 - (3) Developmental Re-Entrants voluntarily separated for more than one (1) year or involuntarily separated, Basic Pay shall be set at the AG pay band.
 - (4) Developmental Re-Entrants voluntarily separated for less than one (1) year, Basic Pay shall be set at the minimum of the Developmental stage held prior to separation. If the same Developmental stage does not exist at the new facility, employee's pay is set at the minimum of the lowest available Developmental stage above the AG level at the new facility.
- f. When an employee qualifies in more than one of the categories in this Section, pay will be set to provide the maximum benefit to the employee.

Section 6. Developmental Pay Setting.

- a. The developmental pay band minimums identified in Appendix C have been established using the following formula based on the difference between the AG pay level minimum and the CPC pay band minimum:

Developmental-1 (D1) = 25%
Developmental-2 (D2) = 50%
Developmental-3 (D3) = 75%
CPC = CPC band minimum

- b. Progression upward to the next developmental stage (including the CPC pay band) will be to the minimum of the next developmental (or CPC) pay level or a six percent (6%) increase to Basic Pay, whichever is greater.

Section 7. Transfer Pay Setting.

- a. FSS employees transferring to an ATC Facility: If an FSS employee’s Basic Pay is below the ATC FPL-5 band maximum, the employee’s pay shall be considered as if it were an ATC FPL-5; if an FSS employee’s Basic Pay is above the ATC FPL-5 band maximum, the employee’s pay shall be considered as if it were an ATC FPL-6.

- b. ATC employees transferring to an FSS: If an employee’s Basic Pay is below the FSS pay band minimum, the employee shall be treated as if the employee is transferring to a higher level facility; if an employee’s Basic Pay fits within the FSS pay band, there is no change in Basic Pay; if an employee’s Basic Pay is above the FSS pay band maximum, the employee shall be treated as if the employee is transferring to a lower level facility.

- c. CPC transfer to a higher level facility, pay is set as follows:

Facility Pay Level		Increase (whichever is greater)
From	To	
FPL-4 through 10	FPL-4 through 10	6%* or CPC Band Minimum
FPL-4 through 10	FPL-11 through 12	8%* or CPC Band Minimum
FPL-11	FPL-12	6%* or CPC Band Minimum

*Cannot exceed the new facility’s CPC band maximum.

Note: Employees whose Basic Pay exceeds the pay band maximum of the new facility will not receive the percentage increase; their Basic Pay will remain unchanged.

- (1) One-half (1/2) of the increase is paid upon initial transfer to the new facility; the other one-half (1/2) is paid when fully certified in the new facility.

- d. CPC transfer to a lower level facility:
 - (1) Voluntary: Basic Pay is set at the current Basic Pay if it falls within the new CPC pay band. If current Basic Pay is higher than the top of the new band, Basic Pay is set at the top of the CPC pay band.

- (2) Involuntary through no fault of the employee: Basic Pay is unchanged and the employee shall be granted pay retention.
 - (3) Involuntary for Cause: Basic Pay is set at the current Basic Pay if it falls within the new CPC pay band. If current Basic Pay is higher than the top of the new band, Basic Pay is set at the top of the CPC pay band.
- e. Transfer to the same level facility: Basic Pay is unchanged or band minimum, whichever is greater.
- f. Employees transferring pursuant to exercising return rights under Article 59 of this Agreement: Basic Pay will first be recalculated as though the employee never left the facility at which he/she was last fully certified prior to executing his/her first tour of duty under Article 59 of this Agreement. Transfer pay will then be set in accordance with paragraphs (a) - (e) of this Section.
- g. A CPC-IT who does not achieve facility certification in the new facility shall have his/her pay set as though the employee never left the facility at which the employee was last fully certified. Transfer pay will then be set in accordance with paragraphs (a) - (e) of this Section.
- h. Developmental controller transfer:
- (1) Voluntary transfer to the same or higher level facility: Basic Pay is unchanged.
 - (2) Voluntary transfer to a lower level facility: Basic Pay is unchanged if it falls within the pay band of the same Developmental stage of the lower level facility, not to exceed the pay band maximum. If the same Developmental stage does not exist at the new facility, employee's pay is set at lowest available Developmental stage at the new facility, not to exceed the pay band maximum.
 - (3) Involuntary transfer (through no fault of the employee) to a lower level facility: Basic Pay is unchanged and the employee shall be granted pay retention.

(4) A developmental controller who previously transferred to a new facility under (1) or (2) of this subsection, but does not achieve facility certification and is reassigned a lower level facility shall have his/her pay set at the same Developmental stage percentage of the lower level facility's minimum Developmental stage. If the same Developmental stage does not exist at the new facility, the employee's pay is set at the lowest available Developmental stage at the new facility, and pay may not exceed the Developmental pay band maximum.

i. Hardship Transfers and Transfers for Mutual Reassignment:

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

(1) CPC:

(a) Transferring to the same or higher level facility:

- i. Basic Pay is unchanged and is not subject to the pay band maximum at the time of transfer.
- ii. If current Basic Pay is below the CPC pay band at the new facility, Basic Pay is set at the minimum of the pay band upon becoming facility certified.

(b) Transferring to a lower level facility:

- i. If current Basic Pay fits into the CPC pay band of the lower level facility, Basic Pay remains unchanged.
- ii. If current Basic Pay is higher than the top of the new CPC pay band, Basic Pay is set at the top of the new pay band.

(2) CPC-ITs who previously transferred under Section 7(c) who have not yet fully certified in their new facility will have their Basic Pay recalculated as though they never left the previous facility and then Section 7(i)(1) described above for a CPC Hardship Transfer/Swap shall apply.

- (3) CPCs and CPC-ITs who transfer to a lower ATC FPL in accordance with the rules of Section 7(i)(1)(b), and who subsequently transfer to a higher ATC FPL within two (2) years of the effective date of the initial transfer, will have their pay set in accordance with the rules of Section 7(i)(1)(a) rather than Section 7(c).
 - (4) Developmentals who transfer under this subsection will have their pay set in accordance with Section 7(h).
- j. On movement from an SSS to CPC within the same facility, pay remains unchanged.

Section 8. Annual Adjustments to Pay Bands.

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

Section 9. Annual Pay Adjustments.

- a. Each employee will receive an annual increase to Basic Pay equivalent to that provided to other federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase effective the first full pay period in January.
- 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 10. Facility Pay Level Increase.

- a. CPCs/TMCs/TMSs in a facility whose ATC FPL increases will have their Basic Pay increased by six percent (6%) for each level

the facility is raised up to the new pay band maximum or to the new pay band minimum, whichever is greater.

- b. CPC-ITs/TMC-ITs/TMS-ITs in a facility whose ATC FPL increases will have their Basic Pay increased by six percent (6%) for each level the facility is raised up to the pay band maximum and will continue to receive the other one-half (1/2) of the transfer pay when certified in the new facility.
- c. Developmentals in a facility whose ATC FPL increases will have their current developmental Basic Pay increased by six percent (6%) per level up to the pay band maximum and subsequent developmental pay sets will be recalculated to correspond with the new ATC FPL.

Section 11. Facility Pay Level Decrease.

Bargaining unit employees whose ATC FPL decreases shall be granted ATC FPL and pay retention as follows:

- a. ATC Facility Pay Level Retention: Employees assigned to the facility on the effective date and transfers whose selection has been approved at the Service Area level on or before the effective date of the level decrease shall retain the previous higher level CPC pay band for two (2) years from the effective date of the decrease. Transfers whose selection was approved at the Service Area level after the effective date and new hires assigned to the facility after the effective date shall be paid in accordance with the newly applicable pay band.
- b. Pay Retention: At the expiration of ATC FPL Retention, employees assigned to the facility shall be entitled to Pay Retention. If Basic Pay exceeds the newly applicable CPC band maximum, employees shall receive fifty percent (50%) of the annual increase, identified in Section 9(a) of this Article, as an adjustment to Basic Pay and fifty percent (50%) will be paid as a lump sum payment.

Section 12. Controller Incentive Pay (CIP).

- a. All employees assigned to facilities eligible to receive CIP will receive payment at the facility-specific rate. The total amount of funds available in the CIP pool, in fiscal years 2016 and beyond,

shall be fixed at \$30,000,000 per fiscal year, except as provided in this Section.

- b. In any fiscal year that CIP payments will exceed the fixed amount, as adjusted by any over or under payment from the prior fiscal year, the Parties shall meet to collaboratively determine whether to:
 - (1) Terminate CIP payments effective the pay period prior to exceeding the fixed amount; or
 - (2) Terminate CIP payments at the conclusion of the pay period in which the fixed amount is exceeded.

The fixed amount of CIP available in the subsequent fiscal year will be adjusted by an amount equivalent to any over or under payment of the prior year's fixed amount resulting from the application of this Section.

The Agency will provide the Union with at least thirty (30) days advance notice of the stopping date and all data/information relied upon in making the determination to stop CIP payments. In the event CIP payments are terminated before the end of the fiscal year, the Agency will notify the Union of the total CIP paid during the fiscal year and the net underpayment/overpayment amount within thirty (30) days after the end of the fiscal year.

- c. Except due to the application of subsection (b)(1) of this Section, if the total amount of the payments in any fiscal year is less than \$30,000,000, it shall not result in a forfeiture of the remaining funds. The Parties at the national level will collaboratively determine how to allocate the remaining funds to the Air Traffic Control Specialist, Traffic Management Coordinator/Specialist, and NOTAM Specialist bargaining unit(s), for the purpose of attracting and retaining employees at targeted facilities.
- d. In the event the CIP program is amended prior to the end of a fiscal year, payment of CIP for the remainder of that fiscal year will be in accordance with any subsequent agreement.

Section 13. Promotions/Demotions.

- a. Following the conclusion of a temporary promotion, the employee's previous Basic Pay and Union determined seniority will be reinstated as though the employee had never left the bargaining unit position previously assigned without accruing seniority for the duration of the temporary promotion.
- b. When a former bargaining unit employee is demoted to a bargaining unit position, Basic Pay is set in the new pay band as if the employee never left their bargaining unit position.
- c. Demotions are not applicable within or from the CPC career level.

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.

ARTICLE 111
PAY ADMINISTRATION

Section 1. Promotions to positions within the unit, including those resulting from facility classification changes, increases in Facility Pay Level(s), employee transfers, and developmental pay progressions, 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 that gives him/her the maximum benefit.

ARTICLE 112
CORRECTIVE ACTION REQUESTS/PLANS

Section 1. Corrective Action Requests (CAR), herein referred to as National Quality Assurance (QA) Corrective Action Requests, will only be initiated at the national level. Corrective Action Plans (CAP) will only be initiated by the Agency at the national or local level when safety concerns are identified and corrective action is required at a facility, or in response to a national QA CAR.

Section 2. The Union may designate a National Safety Representative in accordance with Article 114 of this Agreement.

Section 3. National Quality Assurance CAR/CAP Process: The Agency will collaborate with the Union's National Safety Representative, or his/her designee, in the identification of CARs and the development and implementation of CAPs, as well as the review of the effectiveness of implemented mitigations prior to the closure of a National Quality Assurance CAR and/or CAP.

Section 4. Non-ATSAP Terminal/En Route Facility CAP Process: The Agency will collaborate with the Facility Representative, or his/her designee, in the development and implementation of CAPs, as well as the review of the effectiveness of mitigations prior to the closure of a CAP at a terminal/en route facility.

Section 5. The Agency will collaborate with the Union at the appropriate level if there is a need to amend a CAP developed at the local level.

Section 6. If the Parties cannot achieve consensus during any phase of the CAR/CAP process, they shall follow the provisions identified in Section 7 of Article 114 of this Agreement.

ARTICLE 113 RUNWAY SAFETY

Section 1. The Parties agree that prevention of runway incursions is a top priority and acknowledge the value of runway safety initiatives in addressing runway safety problems/issues.

Section 2. The Union may designate one (1) National Runway Safety Representative in accordance with Article 114 of this Agreement.

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

Section 4. Once the facility Air Traffic Manager is notified of the yearly runway safety meeting schedules, he/she shall notify the Facility Representative. The Agency shall notify the facility at least thirty (30) days prior to the scheduled runway safety meeting(s) 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 Union's National Runway Safety Representative and the respective Facility Representative concurrently with its submission to the Facility Manager.

ARTICLE 114 COLLABORATION

Section 1. The Parties agree that in order to lay the foundation for the aerospace system of the future and to make a difference for our stakeholders, while addressing the challenges that a changing industry presents, we must harness the collective strength of our employees. To that end, the Parties agree to work collaboratively to modernize and improve the National Airspace System (NAS), and to enhance the work life and productivity of employees.

Section 2. For the purpose of this Agreement, collaboration means both Parties taking responsibility to engage in meaningful dialogue with their counterpart(s). This includes making a genuine effort to ensure that both Parties' interests have been identified and as many as possible have been addressed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the Agency. Collaboration shall be not construed as a waiver of any Union or Agency right.

Section 3. The Parties agree that it is mutually beneficial for the Union to be involved in workgroups established at the local, regional, or national level to collaborate with the Agency to accomplish the objectives identified in Section 1. Further, it is in the best interest of the Parties to resolve or minimize any issues so as to ultimately provide for more timely resolution.

Section 4. When either Party at the local, regional, or national level, identifies a need for a workgroup(s) to accomplish the objectives identified in Section 1, they shall promptly notify the other Party as to their desire to establish a workgroup(s).

Section 5. When the Parties agree to establish a workgroup(s), they will collaborate on the scope of the workgroup, which shall be defined in writing and communicated to each member prior to the commencement of business. At a minimum, scoping documents will include the number of workgroup participants, designation of co-leads, and the extent to which the workgroup is empowered to make decisions or recommendations. Separate scoping documents may be developed by the workgroup co-leads to establish and empower subgroups, when appropriate.

Section 6. Workgroups will include bargaining unit employees designated by the Union, in consultation with the Agency. Employees shall be in a duty status for all workgroup activities and shall be afforded sufficient duty time to travel for meetings and related activities. Union designated workgroup members and/or representatives will be provided access to the same information as any other workgroup member.

Section 7. Workgroups established by this Agreement will make decisions or recommendations by consensus. For the purpose of this Agreement, consensus is defined as the voluntary agreement of all representatives of the workgroup for a particular outcome. If the workgroup is unable to reach consensus, the co-leads are authorized to reach agreement. Agreements reached by the workgroup(s) shall be reduced to writing and

shall be binding on both Parties, provided they are within the defined scope. If the co-leads are unable to reach an agreement, either Party may pursue whatever course of action is available in accordance with Article 7 of this Agreement, the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

Section 8. When either Party identifies a need for a national representative(s), they shall promptly notify the other Party. When the Parties at the national level agree that there is a need for a national representative(s) to accomplish the objectives identified in Section 1, the Union shall designate the representative(s), in consultation with the Agency. Employees serving as national representatives shall be in a duty status unless otherwise agreed to by the Parties.

Section 9. When a national representative is established, the Parties will collaboratively identify, at a minimum, the following: the specific duties to be performed; location of the position; the duty time necessary to meet the responsibilities; and the anticipated duration of the assignment. If the Agency has determined that Extended Temporary Duty Travel Tax Reimbursement Allowance (ETTRA) will not be offered, employee temporary duty travel shall be for periods of less than one (1) year. These agreements shall be reduced to writing for each national representative position established.

Section 10. Within ninety (90) days of the signing of this Agreement, the Parties at the local, regional, or national level, as appropriate, shall meet to review existing workgroup scoping documents to ensure compliance with this Article. Until the review is complete, the Parties agree to maintain the existing workgroups and associated scoping documents.

Section 11. Within ninety (90) days of the signing of this Agreement, the Parties shall meet to review the national representative positions not identified in this Agreement. Until the review is complete, the Parties agree to maintain the existing national representatives.

Section 12. Within ninety (90) days of the signing of this Agreement, the Parties shall meet to establish/review written agreements for the national representative positions identified in this Agreement.

ARTICLE 115
AUTOMATED EXTERNAL DEFIBRILLATION (AED)

Section 1. The Agency agrees to continue the Public Access to Defibrillation (PAD) program at those facilities that already have defibrillation units in place. This program will be administered in accordance with Department of Health and Human Services and General Services Administration guidelines. The Agency shall provide oversight, maintenance, and training of the PAD program.

Section 2. Within thirty (30) days of the signing of this Agreement, the Parties will meet to discuss funding the expansion of the PAD program. Until all facilities with ten (10) or more Agency employees and contractors are equipped with AED(s), the Parties will meet annually to discuss funding the expansion of the PAD program.

ARTICLE 116
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). Bargaining unit employees shall be eligible to participate in the Agency's child care subsidy program in accordance with the provisions of HRPW WLB-12.1, FAA HROI entitled "Process for Applying for the Child Care Subsidy Program," Public Law 107-67, Sec. 630, and this Article. The Agency shall provide a child care subsidy to eligible employees whose total family income does not exceed \$72,983. 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 Paid By the Agency
Over \$72,983	0%
\$60,820-\$72,983	30%
\$45,615-\$60,819	45%
\$45,614 or less	70%

Section 3. The family income ceilings for each subsidy level in Section 2 include the locality-based comparability payment for the Washington, DC locality pay area. The income ceilings shall be adjusted annually to reflect any increase in the locality rate for the Washington, DC locality pay area.

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 administrator of 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 June 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 to whose support the employee, who is a parent or legal guardian, makes regular and substantial contributions.

**ARTICLE 117
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 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 118 OPERATIONAL PLANNING AND SCHEDULING TOOL

Section 1. The Parties agree to implement the Operational Planning and Scheduling (OPAS) tool, which includes OPAS and OPAS Lite at all field facilities (collectively referred to as “OPAS”).

Section 2. Within ninety (90) days of the signing of this Agreement, the Parties at the national level will review the application parameters listed in Appendix M, determine which parameters must be set in accordance with this Agreement, and collaborate on the remaining parameter settings. Once annually, the Parties at the national level will review the parameter settings and collaboratively make adjustments as necessary. The Parties will determine the application parameters that may be modified collaboratively at the local level.

The Parties at the national level will collaborate on other duty (detail) shift designations that will be reflected in OPAS.

Section 3. Any enhancements and/or updates to OPAS will be addressed by the Parties at the national level.

Section 4. The Union may designate a National OPAS Representative in accordance with Article 114 of this Agreement. The Union’s National OPAS Representative shall work in collaboration with the Agency’s Program Manager for the OPAS Program Management Office.

Section 5. Within ninety (90) days of the signing of this Agreement, the Parties at the national level shall establish a joint National OPAS Implementation workgroup in accordance with Article 114 of this Agreement. The workgroup shall consist of at least three (3) members from each Party. The Union’s National OPAS Representative and the Agency’s Program Manager for the OPAS Program Management Office shall be the co-leads of the National OPAS Implementation workgroup. The national co-leads will designate members of the national workgroup to

participate in the activities of the Implementation and Deployment, and Program Support functions. Except for the national co-leads, workgroup members will also serve as members of the national OPAS training cadre as described in Section 6 of this Article. The National OPAS Implementation workgroup will place a priority on implementing OPAS at facilities listed in Appendix N within a period of eighteen (18) months from the beginning of training at the first site.

Section 6. The national OPAS training cadre will consist of four (4) teams. Each team will be comprised of the following: one (1) Union, one (1) Agency, and one (1) additional instructor. The national OPAS training teams will jointly provide facility training to a maximum of ten (10) participants. The National OPAS Implementation workgroup will advise the Parties at the local level of the number of allocated slots for their facility. The Parties at the local level will collaboratively identify the number of Agency and Union participants.

The participants from each facility shall be designated as the local OPAS training cadre and will consist of teams comprised of one (1) Union and one (1) Agency participant. The local OPAS training team(s) will jointly provide training to all employees within their facility. All training and related activities shall be conducted on duty time.

Section 7. Bargaining unit employees (BUE) will be assigned one (1) or more of the following authorization levels and associated rights:

- a. Principal Facility Representative (PFR)
- b. Scheduler
- c. Bidding Administration
- d. CIC+/CIC
- e. BUE

The highest associated right(s) shall apply for BUEs with more than one (1) authorization level.

The authorization levels identified in this Section and their associated rights are defined in the OPAS Authorization Level Agreement, effective on the date of this Agreement. The Parties at the national level shall

negotiate any changes to authorization levels and associated rights, as appropriate.

Section 8. Employees will not be required to maintain an FAA email address in order to access OPAS or to receive notifications.

Section 9. Employees shall be provided the ability to view OPAS outside of the firewall on PCs, Macs, and mobile devices.

Section 10. Employees may receive notifications via non-FAA email address and/or text message. Employees shall not be required to participate in the electronic notification features (e.g. text messaging, email) contained within OPAS.

Section 11. Messages received via OPAS will not serve as official notification of approval or denial of a shift and/or days off change or exchange.

NOTE: The following provisions apply to facilities where OPAS is scheduled to be deployed and implemented.

Section 12. The Parties at the local level shall collaborate on any modifications to the parameter settings delegated by the Parties at the national level, in accordance with Section 2 of this Article. Once annually, the Parties at the local level will review these parameter settings and collaboratively make adjustments as necessary.

Section 13. To the extent practicable, ninety (90) days, but in no case less than sixty (60) days, prior to the deployment of OPAS at a facility, the Parties at the local level shall establish an OPAS implementation workgroup consisting of two (2) co-leads: one (1) Union representative and one (1) Agency representative. If necessary, the Parties at the local level may designate additional workgroup participants, in accordance with Article 114 of this Agreement.

At a minimum, the local OPAS implementation workgroup shall address transitioning from existing scheduling tools (e.g. WMT scheduler, paper schedules) to OPAS, the placement of OPAS equipment, and timelines for training on the OPAS tool. Employees will receive OPAS training prior to implementation in their facility/area.

Section 14. Designated Union representatives shall be invited to participate in all briefings and meetings at the local level regarding the use of OPAS by bargaining unit employees.

Section 15. The Agency agrees to provide bargaining unit employees with computers that have printer access, and duty time to print/view their schedule and related information contained within OPAS.

Section 16. OPAS shall be used to maintain the overtime roster(s) in accordance with Article 38 of this Agreement as follows:

- a. The roster(s) of qualified BUEs who have indicated a desire to work overtime for each facility/area will be maintained in OPAS.
- b. The roster(s) shall contain, at a minimum: employee name, total time (hours/minutes; assigned plus declined), and the result of the call (voicemail, no answer, assigned, excused, declined, and remarks, as appropriate).
- c. When utilizing call up overtime, OPAS shall be used to record, at a minimum, the date and time the overtime call was made, the overtime shift being offered, the identification of the individual who made the call, and the result of the call.
- d. OPAS shall be used to maintain the facility/area overtime phone list. The facility/area overtime phone list shall allow two (2) contact numbers per employee. If the employee is not directly contacted using the first number, the second number shall be called.
- e. OPAS shall be used to track any assignments to employees not listed on the volunteer roster to ensure such assignments are made on an equitable basis.
- f. The Agency shall ensure overtime roster(s) are up-to-date and accessible to the operational area(s) on a daily basis. The roster and distribution of overtime provided for in this Article shall be available to bargaining unit employees.
- g. OPAS will provide the ability to track the assignment of overtime duties in hour and/or minute increments, as appropriate.

Section 17. The overtime function(s) in OPAS will be used unless it conflicts or is not compatible with the locally negotiated procedures.

Section 18. If agreed to by the Parties at the local level, OPAS shall be used for entering Prime Time Leave/Non-Prime Time Leave (PTL/NPTL) bids/requests in accordance with Article 24 of this Agreement. Locally negotiated PTL/NPTL opportunities shall be annotated in OPAS.

Section 19. Unless otherwise negotiated locally, all annual leave requests in excess of the locally negotiated PTL/NPTL opportunities, including spot leave, shall be submitted via OPAS. When OPAS is not accessible, such requests shall be submitted to a FLM/CIC. When the leave request is submitted to a FLM/CIC, the FLM/CIC receiving the request will enter the request into OPAS. Leave request(s), submitted either verbally or in writing, shall be recorded in OPAS in the order in which they were received and shall indicate the time it was requested. Annual leave approvals/disapprovals will be handled in accordance with Article 24 of this Agreement.

Section 20. All requests for schedule and shift/RDO change requests/swaps shall be submitted via OPAS. When OPAS is not accessible, such requests shall be submitted to a FLM/CIC. When the request is submitted to a FLM/CIC, the FLM/CIC receiving the request will enter the request into OPAS. Request(s), submitted either verbally or in writing, shall be recorded in OPAS in the order in which they were received and shall indicate the time the request was made.

Section 21. In the event OPAS is unavailable due to a technical problem, the FLM/CIC shall record any requests (e.g. shift change, swap, leave requests) using an alternative method as agreed to by the Parties at the local level, in chronological order, along with the date and time of the request. The tracking and assignment of overtime shall be recorded using an alternative method as agreed to by the Parties at the local level. The FLM/CIC shall enter the tracking and assignments of overtime that occurred during the OPAS outage as soon as practicable.

ARTICLE 119 COVERED EVENT REVIEW

Section 1. For accidents where an ATSAP report has been filed, facilities must follow the provisions of JO 7200.20 and Appendix O of this Agreement.

Section 2. When an event is determined to be Red and/or an Event Response Team (ERT) is to be launched, the Event Response Group (ERG) will notify via email the Union’s National Safety Representative. The notification will include the planned location(s), dates, and scope of the investigation.

Section 3. If an employee is to be interviewed by the Event Investigations Manager (EIM)/ERT, the Principal Facility Representative, or his/her designee, will be present if the employee so requests.

Section 4. When the National Transportation Safety Board (NTSB) will convene an Air Traffic Control Workgroup, the ERG will notify via email the Union’s Air Safety Investigators (ASI) Chair.

Section 5. The Principal Facility Representative, or his/her designee, will be afforded the opportunity to attend any in-brief and out-brief regarding an on-site investigation conducted by the EIM/ERT.

Section 6. Following notification of a designated Red event, the ERG Manager and the Union’s National Safety Representative will evaluate whether Union participation beyond the local activities described in this Article is desirable and appropriate. This determination is independent of whether the NTSB conducts an investigation into the same event and the Union is granted Party Status.

Section 7. When an event is designated Yellow or Red, facilities must conduct a System Service Review (SSR) in accordance with JO 7210.634, Section 3-2, and SSR.

ARTICLE 120 ELECTRONIC COMMUNICATION

Section 1. Within one hundred eighty (180) days of the signing of this Agreement, the Parties agree to establish a workgroup to explore the feasibility of implementing electronic communications between the Union and the Agency, and the Agency and bargaining unit employees. This workgroup shall consist of at least three (3) members from each Party. Recommendations reached within the workgroup shall be referred to the Parties at the national level.

ARTICLE 121

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)

Section 1. Within one hundred eighty (180) days of the signing of this Agreement, the Union and Agency shall establish a workgroup to study the feasibility of providing Level 2 (240v AC) charging receptacles and/or allowing the use of 110/120v AC electrical receptacles for plug-in electric vehicle (PEV) charging units for bargaining unit employees to use at work on a reimbursable basis consistent with 42 USC 6364.

ARTICLE 122

PARTNERSHIP FOR SAFETY

Section 1. The Parties agree that a collaborative approach to addressing safety issues is in the best interest of the flying public, and will assist in the overall goal of identifying and mitigating risks before an incident or accident occurs.

Section 2. The Union may designate a National Partnership for Safety Representative in accordance with Article 114 of this Agreement. The Union's National Partnership for Safety Representative shall work in collaboration with the Agency's National Partnership for Safety (PFS) Team Lead.

Section 3. The Parties agree to maintain joint collaborative Local Safety Councils (LSC) at each facility. The LSCs shall consist of one (1) Union participant and one (1) Agency participant. By mutual agreement, the Parties at the local level may designate additional participants on the LSC. Union participants will be afforded duty time, if otherwise in a duty status, to participate in PFS activities (e.g. meetings, data review, preparing PFS documentation, etc.).

Section 4. LSC participants will be provided training on the use of the PFS data portal and Best Practices/Lessons Learned database.

Section 5. Information provided on the PFS data portal shall be used to assist in identifying, resolving, or monitoring systemic or organizational safety issues. This information may not be used to attribute an occurrence to an employee, to identify an individual employee, or be used for Individual Performance Management purposes.

Section 6. All Union participants shall be provided the same level of access to the information provided on the PFS data portal as their Agency counterpart.

Section 7. The PFS Program shall be administered in accordance with JO 7200.21.

ARTICLE 123 SAFETY MANAGEMENT SYSTEM

Section 1. Whenever the Agency determines to convene a Safety Risk Management Panel (SRMP) or a Safety Risk Management Working Group (SRMW) at the local, regional, or national level to evaluate an issue involving the work of bargaining unit employees, the Union, as a stakeholder, shall be invited to participate.

Section 2. When a SRMP or SRMW 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. The Agency shall not be responsible for any costs incurred by Union participants on an SRMP except for:

- a. Reimbursement of mileage for local travel in accordance with the FAATP when a Government Owned Vehicle (GOV) is not available.
- b. Travel costs in accordance with the FAATP, when the Union is provided with less than fifteen (15) days notice for SRMPs at the regional and national level.

Section 4. Union representatives shall be in a duty status, if otherwise in a duty status, to participate on an SRMP and/or SRMW and related activities, including travel.

Section 5. A briefing package will be provided to the SRMP participant(s) in advance of the scheduled meeting, and the participant(s) will be afforded sufficient time to review the document(s) in a duty status. The briefing package should include an invitation, an agenda, briefing materials, and directions to the meeting. All documents should be shared with the SRMP members sufficiently in advance of the panel meeting.

Section 6. Union representatives selected to be an SRMP participant must have completed the SRMP participant training. This training will take place in a duty status prior to the SRMP he/she is participating on.

Section 7. The Union's National Safety Representative, and/or his/her designee, will be provided the opportunity to receive the Safety Risk Management Practitioner course training while in a duty status.

Section 8. If the Union representative does not concur with the findings of the SRMP or SRMW, he/she may submit written comments to the Agency. The Agency shall consider these comments in their deliberations and shall append them to the final SRMD or SRMDM, as appropriate.

ARTICLE 124 PRIORITY PLACEMENT

Section 1. Any employee at a Facility Pay Level 10-12, who has a minimum of fifteen (15) consecutive years as a CPC at his/her current facility, shall have attained priority placement status for inter-facility in-grade/downgrade bargaining unit vacancies/positions. 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. The provisions of this Article do not apply for vacancies/positions that are filled in accordance with Article 42, Section 1(a) of this Agreement.

Section 2. Employees who meet the requirements of Section 1 may submit applications in accordance with Article 42, Section 5 of this Agreement. The front of each application must be clearly marked by the employee: "Filed under Article 124, Priority Placement, for a position at (specify facility identifier)." In addition, the employee shall forward a copy of the application to each facility to which the applicant desires consideration under this Agreement.

Section 3. Priority placement means the selection and placement of an employee in a specific bargaining unit position at a specific facility requested by the employee. Priority placement occurs prior to the consideration of candidates from all other competitive and non-competitive applications, but after placement of employees in accordance

with law and Section 4 of HRPM EMP 1.9 (August 23, 2012), training failures, and hardship transfers.

Section 4. In the event that two (2) or more employees are entitled to priority placement status for a specific bargaining unit position at a specific facility, the Agency shall request that the Union provide the seniority ranking for each applicant and the most senior applicant shall be selected and placed in the position.

Section 5. Selected employees shall be released to begin their new positions as soon as practicable. This shall occur no later than six (6) months from the date of selection, unless otherwise requested by the employee, but in no case later than twelve (12) months from selection.

Section 6. Employee requests under this Article shall remain active for twenty-four (24) months. If no selection has been made within that period, the employee may reapply.

Section 7. If a priority placement status candidate is not placed in the vacancy, the Agency shall prepare a written narrative statement listing all reasons for non-placement. The Agency shall submit such written narrative to the employee's Service Area Director with a copy to the employee and the Union at the employee's current facility within seven (7) days of a non-placement determination.

ARTICLE 125 HAZARDOUS MATERIALS AND CHEMICALS

Section 1. The Agency is committed to protecting employees from exposure to hazardous materials and chemicals as defined by Occupational Safety and Health Standards (29 CFR 1910), Safety and Health Regulations for Construction (29 CFR 1926), and the Air Traffic Organization (ATO) Indoor Air Quality (IAQ) Program Implementation Requirements.

Section 2. In the event that a facility is planning a construction project that may affect bargaining unit employees, the Principal Facility Representative, or his/her designee, shall be given a pre- and post-briefing on the construction project and be permitted to participate in all remediation project meetings. Additionally, the Principal Facility Representative will be permitted to attend any management briefings at the facility concerning employee exposure monitoring (e.g. air sampling, mold

sampling) and associated data. In the event that the facility's Occupant Emergency Plan/Emergency Action Plan (OEP/EAP) will be affected by the construction project, the Parties at the local level will collaborate on any changes.

If, during the construction project, there is a release of any hazardous materials or chemicals, the Principal Facility Representative, or his/her 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 Principal Facility 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 employee exposure monitoring reports as soon as they can be made available. Upon request, the Union's Industrial Hygienist shall be permitted to attend meetings under this Section.

Section 3. Exposure assessments/monitoring conducted by the Agency in connection with construction projects will be handled in accordance with 29 CFR 1926 and the ATO IAQ Program Implementation Requirements.

Section 4. The objectives of employee exposure monitoring by the Agency in connection with construction projects are as follows:

- a. to determine if potential contaminants (e.g. dust, mold, volatile organic materials) are exposing occupants to levels above established recommended levels or legal standards.
- b. to determine if construction controls (e.g. contaminants, barriers, administrative controls) are protecting occupants from potential contaminants.

Section 5. Any evidence of visible release and/or exposure of employees to inhalation, ingestion, skin absorption, or contact with any material or chemicals, at or above FAA/OSHA safety limits, shall result in immediate control steps by the Agency to remediate the hazard.

Section 6. The Agency and all remediation contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding hazardous materials and chemicals as defined by 29 CFR 1926.59 and 29 CFR 1910.1200.

Section 7. If protection measures will not provide adequate protection of occupants, the Agency will relocate bargaining unit employees outside of the affected work area while the construction work is being completed.

Section 8. In the event that relocation is not required/possible, the remediation contractor will seal off the remediation area, when required in accordance with the ATO IAQ Program Implementation Requirements, with a negative pressure enclosure. When negative pressure enclosures are used, the contractor will ensure and maintain negative pressure at all times.

Section 9. Decontamination facilities will be provided for construction projects, where required by the ATO IAQ Program Implementation Requirements. The Agency shall ensure strict decontamination procedures will be enforced to ensure that workers cannot bring any contaminants into the clean area(s).

Section 10. The remediation area will not be reoccupied until a post-remediation evaluation has been conducted in accordance with the ATO IAQ Program Implementation Requirements. The criteria for post-remediation evaluation will depend on the contaminants involved. The Agency will determine the appropriate test and criteria in consultation with the Union's Certified Industrial Hygienist (CIH). Mold clearance testing shall be conducted in accordance with the ATO IAQ Program Implementation Requirements.

Section 11. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the contractor and the Agency's Safety and Health Specialist.

Section 12. Bargaining unit employees shall be eligible for medical surveillance programs paid for by the Agency based on permissible exposure limits set forth in 29 CFR 1910.

Air Traffic Control

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



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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 that 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 (FPL) resulting from data source changes used in determining facility traffic count indices and FPLs. No changes to FPLs 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.

CATEGORIES OF AIR TRAFFIC CONTROL FACILITIES

There are five (5) types of ATC facilities that have been classified by the Agency. 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;
2. Approach Control;
3. Tower and Approach Control (Up/Down);
4. Combined Control Facility (CCF); and
5. Air Route Traffic Control Center (ARTCC/En Route).

Every facility shall have its own individual Traffic Count Index (TCI). When appropriate, an individual facility's TCI will be the sum of the relevant formulas from each applicable type. For example, a Tower and Approach Control (Up/Down) will be the combined TCIs from Part I – Tower and Part II – Approach Control.

THE INFLUENCE OF ENVIRONMENTAL AND OPERATIONAL COMPLEXITY FACTORS

For Towers and Approach Controls, the level of difficulty and complexity of air traffic control work is influenced by such factors as:

- 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.

For En Route facilities, the level of difficulty and complexity of air traffic control work is 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.

The influence of complexity factors for CCF radar approach control positions is the same as described above for Approach Control, and for CCF center control positions, as described above for En Route, as practical in consideration of counting methodologies and, where applicable, for CCF tower positions, the same as described above for Towers.

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 facility. Therefore, it is not the total annual volume of control operations that primarily influences the level of complexity. It is the level of congestion of air traffic that 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 facilities are described in detail in the section titled "Complexity Formula – Sustained Traffic Index.”

COMPLEXITY FORMULA – SUSTAINED TRAFFIC INDEX

Most facilities 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 facilities also vary 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 within 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 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 (Dt) is:

$$Dt = 1 + (Cav2 / Cav1)$$

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

$$Dt \times Wav1 = \text{Traffic Count Index}$$

where:

Cav1 is the average unweighted hourly count for the busiest 1,830 hours

Cav2 is the average unweighted hourly count for the second busiest 1,830 hours

Wav1 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.

All types of flight operations that occur in En Route airspace and are handled by En Route controllers are counted in computing the average weighted hourly count. This includes: all IFR arrivals and departures within the facility's airspace, overflights, transitional overflights, oceanic and other over water traffic, practice instrument approaches, and VFR advisories.

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. Automated means are the best practical method of determining those counts considering operational workload impacts.

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 that significantly influence the level of complexity of the facility.

PART I – TOWER

For each average hour of operation (i.e. the 1,830 busiest hours divided by 1,830):

- 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 (C) 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 2,500 feet or less.
 4. 1.00 if the airport has parallel runways.

Note: If two (2) or more configurations exist at one (1) 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.

Note: Converging runway factor shall be applied to all facilities with:

- 1. More than 500,000 annual tower operations;*
- 2. A proximity of five (5) or less miles to an airport with an air traffic control tower;*
- 3. Extended runway centerlines between the adjacent facilities converge;*
- 4. Procedures to maintain the control for departure release from the subordinate airport; and*
- 5. The obligation to provide separation services for traffic departing both the primary and subordinate airports.*

- 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: The military mix calculations shall be based on automated capabilities; however, where automated capabilities are not available, the most recent yearly APO/OPSNET data shall be used.

- 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

Note: The aircraft mix calculations shall be based on automated capabilities; however, where automated capabilities are not available, the most recent yearly APO/OPSNET data shall be used.

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 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:

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 ASOS = .5%
3. If it has LAWRS = 1%
4. If it has terrain within its airspace that is 4,000 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 TCI as described earlier under the section titled "Complexity Formula —Sustained Traffic Index."

PART II – APPROACH CONTROL

For each average hour of operation (i.e. the 1,830 busiest hours divided by 1,830):

- 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 2,500 feet or less.
 - 4. 1.00 if the airport has parallel runways.

Note: If two (2) or more configurations exist at one (1) 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 VFR departure count at secondary airports or VFR overflight is given a weight of 1.00.
- H. Each IFR/SVFR overflight count is given a weight of 1.25.
- I. The hourly counts for all operations (D) through (H) are added together to obtain the average weighted hourly count.
- J. 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 (I). This will yield the military add-on count (J). (Example: The military traffic count equals 20% of the total traffic count; the average weighted hourly count (I) = 100). The formula is:

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

Note: The military mix calculations shall be based on automated capabilities; however, where automated capabilities are not available, the most recent yearly APO/OPSNET data shall be used.

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

Note: The aircraft mix calculations shall be based on automated capabilities; however, where automated capabilities are not available, the most recent yearly APO/OPSNET data shall be used.

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 (I). 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. $.42 / 4 = .105 \times 100 = 10.5$

L. 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 4,000 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 (L) 1 through 3 and then multiply that total percentage by the average weighted hourly count derived in (I). 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. $.25 \times 100 = 25$

M. For each day and the prior 364 days (i.e. use a 365-day count) calculate the percent that separate 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 (I) to yield the non-radar count.

Example:

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

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

Example:

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

$$\text{Modified average weighted hourly count (N)} = 5 + 10.5 + 25 + 2 + 100 = 142.5$$

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

PART III – EN ROUTE

For each average hour of operation (i.e. the 1,830 busiest hours divided by 1,830):

- A. Each IFR/SVFR departure transferred from Approach Control is given a weight of 1.50.
- B. Each IFR/SVFR departure (including IFR air files) and IFR/SVFR aircraft receiving ATC services upon leaving Special Use Airspace is given a weight of 2.0.
- C. Each 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 transitional IFR/SVFR overflight (aircraft that exit center airspace at an altitude 4,000 feet or more different from the aircraft altitude entering the center area) is given a weight of 1.50.
- F. Each overflight (non-transitional) is given a weight of 1.00.
- G. 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 1,830 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 1,830 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. 10,615
2. 1,069
3. $10,615 / 1,069 \times 3 = 29.8$ (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 derived in (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) =
 $500 + 25 + 40 + 20 + 150 + 73 + 30 + 30 = 868$

- Q. Calculate the traffic count index as described earlier under the section titled “Complexity Formula – Sustained Traffic 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 that 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 facility 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 ensure that facility pay level changes are made only when appropriate.

2. RAISING FACILITY PAY LEVELS

The following requirements must be met:

1. The facility is required to make every effort to have one (1) full year of complete and accurate data.
2. The calculated TCI must be at or above the breakpoint for a period of three (3) consecutive months, as reported on the last day of the month.

3. The facility manager must provide a twelve (12) month traffic projection that demonstrates that the activity will remain at or above the breakpoint.
4. In circumstances where a facility meets all criteria for upgrade, EXCEPT that a full year of data does not exist, a validation may still take place. If it is determined that the missing data would have a de minimis impact on the calculation of the TCI, the validation will be conducted as though a full year of data exists.
5. The information has been validated by the NVT.

When all of the above requirements have been met, the facility shall be upgraded. The upgrade shall be retroactive to the first full pay period after the first month the facility was at or above the breakpoint.

3. LOWERING FACILITY PAY LEVELS

Where the TCI indicates that a lower FPL might be warranted, the buffer zone will be utilized to prevent a precipitous FPL adjustment.

If the calculated TCI is below the buffer zone for six (6) consecutive months, the following requirements must be met:

1. The facility is required to make every effort to have one (1) full year of complete and accurate data.
2. The facility manager must provide a narrative explaining the reasons for the traffic decreases.
3. The facility manager must provide a twelve (12) month traffic projection outlining the probable permanency of the changed traffic. The facility manager must consult with the Facility Representative when developing the traffic projection.
4. The information has been validated by the NVT.

When all of the above requirements are met, the facility shall be downgraded on the first full pay period after the validation process has been completed. If the administrative process is unable to be completed to meet this timeframe, the downgrade will occur as soon as possible.

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; and
 - 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 NATCA 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 NATCA 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 NATCA EVP, and must be filed within thirty (30) days of the notification by the CARC that it cannot reach a mutual decision.

3. 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 (FMCS). If the FMCS panel is used, the NATCA representative and the FAA representative will alternately strike names from the panel until only one (1) 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.

COMPLEXITY FORMULA FOR PAY SETTING 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 Operations – All aircraft operations, excluding ground movement of aircraft, vehicles, and personnel.

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

Buffer Zone – A numerical figure 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. The buffer zones and the associated breakpoints are depicted in Appendix 1 of this Appendix.

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, Class D, 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.

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.

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.

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).

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.

Instrument Flight Rules (IFR) – Rules that govern the procedures for conducting instrument flight.

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 (LAWRS) 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.

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 (2) 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 (1) 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 (1) airport affects the operational configuration of the other(s).

Mix of Traffic – Currently, this 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 Approach Control) – An exclusive non-radar sector (i.e. area) in what is otherwise classified as an Approach Control or an Approach Control 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.

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 Approach Control'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 or more additional airports within ten (10) miles (center of airport to center of airport) that also have 300,000 operations or more per year.

Runway Configuration:

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: (1) crossing flight paths and where the actual surfaces do overlap; or (2) Non-Intersecting Converging Runways whose extended centerlines cross within one mile of the departure ends and where the actual runway surfaces do not overlap.

Parallel Runways – Two (2) or more runways at the same airport where the magnetic alignment will not have crossing flight paths within the airport traffic area and where the actual runway surfaces do not overlap.

Single Runway – One (1) runway (either hard surface, grass or sea lane) at airports for aircraft use or parallel runways at an

airport where the two outermost runways are no farther than 2,500 feet apart measured centerline to centerline.

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.

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 (TCI) – 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 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.

Terrain – A terminal facility is credited with having mountainous terrain if land measures 4,000 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 – 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.

Transitional Overflight (in En Route) – An aircraft that exits center airspace at an altitude 4,000 feet or more different from the aircraft’s altitude entering the center area.

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 Pay Levels

Tower			
Min	Max	Buffer	Facility Pay Level
465		432	FPL-12
372	464.9	346	FPL-11
292	371.9	272	FPL-10
232	291.9	216	FPL-9
172	231.9	160	FPL-8
111	171.9	103	FPL-7
79	110.9	73	FPL-6
46	78.9	43	FPL-5
0	45.9	0	FPL-4

Approach Control			
Min	Max	Buffer	Facility Pay Level
697		648	FPL-12
465	696.9	432	FPL-11
325	464.9	302	FPL-10
209	324.9	194	FPL-9
130	208.9	121	FPL-8
88	129.9	82	FPL-7
46	87.9	43	FPL-6
0	45.9	0	FPL-5

Tower & Approach Control (Up/Down)			
Min	Max	Buffer	Facility Pay Level
883		821	FPL-12
651	882.9	605	FPL-11
465	650.9	432	FPL-10
302	464.9	281	FPL-9
199	301.9	185	FPL-8
130	198.9	121	FPL-7
88	129.9	82	FPL-6
0	87.9	0	FPL-5

Air Route Traffic Control Centers			
Min	Max	Buffer	Facility Pay Level
1550		1473	FPL-12
1250	1549.9	1188	FPL-11
600	1249.9	570	FPL-10
0	599.9	0	FPL-9

Combined Control Facilities			
Min	Max	Buffer	Facility Pay Level
900		855	FPL-11
750	899.9	713	FPL-10
400	749.9	380	FPL-9
150	399.9	143	FPL-8
100	149.9	95	FPL-7
0	99.9	0	FPL-6

**APPENDIX B
TRAINING PROGRESSION REQUIREMENTS**

Air Traffic Specialized Pay Plan

ATC FPL	Career Level	Tower	Approach Control	Tower and Approach Control (Up/Down)	Center/Center Oceanic	Combined Control Facility
FPL-4	Developmental-3	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	N/A	N/A
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	N/A
FPL-5	Developmental-3	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	N/A	N/A
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	N/A
FPL-6	Developmental-2	N/A	N/A	FD + 33% of All Other Positions	N/A	FD + 33% of All Other Positions
	Developmental-3	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 66% of All Other Positions	N/A	FD + 66% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	All Positions
FPL-7	Developmental-1	N/A	N/A	N/A	N/A	FD + 25% of All Other Positions
	Developmental-2	N/A	N/A	FD + 33% of All Other Positions	N/A	FD + 50% of All Other Positions
	Developmental-3	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 66% of All Other Positions	N/A	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	All Positions

ATC FPL	Career Level	Tower	Approach Control	Tower and Approach Control (Up/Down)	Center/Center Oceanic	Combined Control Facility
FPL-8	Developmental-1	N/A	N/A	N/A	N/A	FD + 25% of All Other Positions
	Developmental-2	FD + 33% of All Other Positions	FD + 33% of All Other Positions	FD + 33% of All Other Positions	N/A	FD + 50% of All Other Positions
	Developmental-3	FD + 66% of All Other Positions	FD + 66% of All Other Positions	FD + 66% of All Other Positions	N/A	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	All Positions
FPL-9	Developmental-1	N/A	N/A	FD + 25% of All Other Positions	2 Radar Associate or 1 RA and 1 Radar Position or 1 Ocean 21 Sector	FD + 25% of All Other Positions
	Developmental-2	FD + 33% of All Other Positions	FD + 33% of All Other Positions	FD + 50% of All Other Positions	All Radar Associate Positions Or 2 Ocean 21 Sectors	FD + 50% of All Other Positions
	Developmental-3	FD + 66% of All Other Positions	FD + 66% of All Other Positions	FD + 75% of All Other Positions	2 R-sides or All Ocean 21 Sectors	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions
FPL-10	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	2 Radar Associate or 1 RA and 1 Radar Position or 1 Ocean 21 Sector	FD + 25% of All Other Positions
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	All Radar Associate Positions or 2 Ocean 21 Sectors	FD + 50% of All Other Positions
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	2 R-Sides or All Ocean 21 Sectors	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions

ATC FPL	Career Level	Tower	Approach Control	Tower and Approach Control (Up/Down)	Center/Center Oceanic	Combined Control Facility
FPL-11	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	2 Radar Associate or 1 RA and 1 Radar Position Or 1 Ocean 21 Sector	FD + 25% of All Other Positions
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	All Radar Associate Positions Or 2 Ocean 21 Sectors	FD + 50% of All Other Positions
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	2 R-Sides or All Ocean 21 Sectors	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions
FPL-12	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	2 Radar Associate or 1 RA and 1 Radar Position Or 1 Ocean 21 Sector	N/A
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	All Radar Associate Positions Or 2 Ocean 21 Sectors	N/A
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	2 R-Sides or All Ocean 21 Sectors	N/A
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	N/A

ATCSCC						
FPL-12	Developmental-1	N/A				
	Developmental-2	Completion of Classroom Training				
	Developmental-3	50% of All Positions				
	Certified Professional Controller	All Positions				

Flight Service Station						
FSS	Developmental-3	50% of All Positions				
	Certified Professional Controller	All Positions				

APPENDIX C PAY BANDS

ATSP Pay Bands, effective July 24, 2016											
- exclusive of locality pay											
	Code	Dx	Ex	Fx	Gx	Hx	Ix	Jx	Kx	Lx	
	ATC Facility Pay Level	4	5	6	7	8	9	10	11	12	
Career Level											
CPC/TMC/TMS	xH	Maximum	\$67,049	\$76,099	\$84,091	\$92,922	\$102,681	\$113,458	\$130,478	\$137,326	\$144,195
		Minimum	\$49,666	\$56,370	\$62,291	\$68,832	\$76,059	\$84,044	\$96,650	\$101,722	\$106,811
D3	xG	Maximum	\$49,666	\$56,370	\$62,291	\$68,832	\$76,059	\$84,044	\$96,650	\$101,722	\$106,811
		Minimum	\$46,798	\$51,826	\$56,266	\$61,173	\$66,592	\$72,582	\$82,036	\$85,840	\$89,656
D2	xF	Maximum	N/A	N/A	\$56,266	\$61,173	\$66,592	\$72,582	\$82,036	\$85,840	\$89,656
		Minimum	N/A	N/A	\$50,242	\$53,513	\$57,126	\$61,118	\$67,422	\$69,918	\$72,503
D1	xD	Maximum	N/A	N/A	N/A	\$53,513*	\$57,126*	\$61,118	\$67,422	\$69,918	\$72,503
		Minimum	N/A	N/A	N/A	\$45,852*	\$47,660*	\$49,657	\$52,809	\$54,075	\$55,348
AG	xC		\$38,193	\$38,193	\$38,193	\$38,193	\$38,193	\$38,193	\$38,193	\$38,193	\$38,193

NOTE: * indicates CCF Only

Flight Service Specialist Pay Bands, effective July 24, 2016		
- exclusive of locality pay		
Career Level		
CPC	Maximum	\$79,849
	Minimum	\$56,000
D3	Maximum	\$56,000
	Minimum	\$51,548
AG		\$38,193
IQ		\$28,262

Note: Pay Rates for FAA employees, including locality pay, are capped by law at the rate for level II of the Executive Schedule, 49 USC § 40122(c).

APPENDIX D
BARGAINING UNIT CERTIFICATIONS

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

1. 0061 – Air Traffic Control Specialist (terminal and en route) – 3-RO-70004/WA-RP-00106
2. 0053 – Traffic Management Coordinators/Specialists (terminal, en route, and ATCSCC) – WA-RP-00020
3. 1545 – NOTAM Specialists (ATCSCC) – WA-RP-90032
4. 0064 – Air Traffic Control Specialist (Flight Service) – SF-RP-12-0009

Appendix D-1



FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
(Activity)

and

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION,
affiliated MEBA, AFL-CIO (NATCA)
(Labor Organization/Petitioner)

Case No. 3-RO-70004

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that National Air Traffic Controllers Association,
affiliated MEBA, AFL-CIO (NATCA),

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 said organization is the exclusive representative of all the employees in such unit.

UNIT: INCLUDED: All GS-2152 air traffic control specialists (terminal and center options) located at terminal and center facilities of the Federal Aviation Administration whose primary duty is the separation of air traffic, including full performance and developmental positions.

EXCLUDED: All facility staff positions (traffic management coordinators, training specialists, quality assurance specialists, automation specialists, quality assurance/training specialists, military operations specialists, ATREP/military coordinators, oceanic planners, airspace and procedures specialists, plans and procedures specialists and program specialists); students assigned to initial academy training; co-op students and pre-developmentals; air traffic assistants (GS-2154); GS-2152 air traffic control specialists (station option); all other GS-2152 employees not assigned to terminal or center facilities; supervisors, management officials, professional employees and employees described in section 7112(b)(2), (3), (4), (6) and (7) of the Statute.

Federal Labor Relations Authority

Regional Director

Washington Region III

Dated June 19, 1997

Appendix D-1



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
(Agency)

and

Case No. WA-RP-00106

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

AMENDMENT OF CERTIFICATION

Pursuant to the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification granted to the National Air Traffic Controllers Association as the exclusive representative of a unit of employees of the Federal Aviation Administration by changing the designation of the exclusive representative for this existing bargaining unit, from the National Air Traffic Controllers Association, affiliated MEBA, AFL-CIO to the National Air Traffic Controllers Association, AFL-CIO.

On November 29, 2000, I issued a Decision and Order finding that the certification may be amended as requested.

The parties waived their right to file an application for review. Pursuant to the authority vested in me as Regional Director,

I ORDER that the certification granted to the National Air Traffic Controllers Association, affiliated MEBA, AFL-CIO in Case No. 3-R0-70004 on June 19, 1987, as the exclusive representative of the following unit of employees of the Federal Aviation Administration:

UNIT:

- Included: All GS-2152 air traffic control specialists (terminal and center options) located at terminal and center facilities of the Federal Aviation Administration whose primary duty is the separation of air traffic, including full performance and developmental positions.
- Excluded: All facility staff positions (traffic management coordinators, training specialists, quality assurance specialists, automation specialists, quality assurance/training specialists, military operations specialists, ATREP /military coordinators, oceanic planners, airspace and procedures specialists, plans and procedures specialists and program specialists); students assigned to initial academy training;

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co-op students and pre-developmentals; air traffic assistants (GS-2154); GS-2152 air traffic control specialists (station option); all other GS-2152 employees not assigned to terminal or center facilities; supervisors, management officials, professional employees and employees described in section 7112 (b) (2), (3), (4), (6) and (7) of the Statute.

is amended by changing the name of the exclusive representative from the National Air Traffic Controllers Association, affiliated MEBA, AFL-CIO to the National Air Traffic Controllers Association, AFL-CIO.

Dated: November 30, 2000


Regional Director
Washington Region

Attachment: Service Sheet

Appendix D-2

FEDERAL LABOR RELATIONS AUTHORITY
DENVER REGION
DENVER, COLORADO

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC
Activity

and

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

Case No. WA-RP-00020

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

has been designated and selected by a majority of the employees of the above named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named organization is the exclusive representative of all employees in the unit.

UNIT:

INCLUDED: All GS-2152 Air Traffic Control Specialists who are employed by the Federal Aviation Administration as Traffic Manager Coordinator/ Specialists at Terminals, En Route Centers and at Air Traffic Control System Command Center(s), including those located at the David J. Hurley Air Traffic Control Systems Command in Herndon, Virginia.

EXCLUDED: All other GS-2152 Air Traffic Control Specialists not employed as Traffic Manager Coordinator/ Specialists; all management officials; supervisors; professional employees; and employees described in 5 USC 7112(b)(2), (3), (4), (6) & (7).

FEDERAL LABOR RELATIONS AUTHORITY


Marjorie K. Thompson
Regional Director - Denver Region

Dated: May 25, 2000

Attachment: Service Sheet

Appendix D-3

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
U.S. NOTAM OFFICE

(Activity)

And

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

CASE NO. WA-RP-90032

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

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

UNIT:

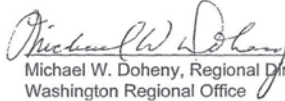
INCLUDED: All FG-2152 Air Traffic Control Specialists employed by the Federal Aviation Administration, U. S. NOTAM Office (USNOF) at the Air Traffic Control Systems Command Center, Herndon, Virginia.

FLRA Form 28
(Rev 1/96)

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EXCLUDED: 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



Michael W. Doheny, Regional Director
Washington Regional Office
Federal Labor Relations Authority
Tech World Plaza North
800 K Street, NW, Suite 910
Washington, DC 20001

Dated: March 23, 1999
Attachment: Service Sheet

FLRA Form 28
(Rev. 1/96)

Appendix D-4



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
- Agency/Petitioner

-and-

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO
- Exclusive Representative

CASE NO. SF-RP-12-0009

CLARIFICATION OF UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to clarify a unit of FAA Flight Service Station employees represented by NATCA [Ref. 22-2145(RO) (2/29/1972); 6-RO-21 (5/6/1980); WA-RP-90114 (7/31/2000); SF-RP-06-0004 (7/8/2006); SF-RP-08-0030 (9/4/2008)]. This unit was described as:

INCLUDED: All Air Traffic Control Specialists, FV-2152 series, employed by the U.S. Department of Transportation, Federal Aviation Administration, assigned to the flight service option at Automated Flight Service Stations, Flight Service Stations and Flight Service Data Processing Systems sites located in Alaska and at the "Weather Unit" of the Air Traffic Control System Command Center in Herndon, Virginia.

EXCLUDED: All professional employees, FV-2152 series personnel employed at Air Route Traffic Centers, Terminals and Combined Station Towers, Teletype Operators, Communication Relay Equipment Operators, Clerical, Electronic Technicians, Evaluation and Proficiency Development Specialists, supervisors, management officials and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

On July 11, 2012, I issued a Decision and Order in this matter, finding that the unit should be clarified as requested, to remove outdated references. FAA and NATCA waived their right to file an application for review. Pursuant to the authority vested in me as Regional Director, I ORDER that the unit represented by the **National Air Traffic Controllers Association, AFL-CIO** is now described as:

INCLUDED: All Air Traffic Control Specialists (series 2152), including Automation Specialists and students in Initial Qualification Training, assigned to Flight Service Stations and the Alaska Flight Services Automation office of the Federal Aviation Administration.

EXCLUDED: All Staff Support Specialists (series 2152), all professional employees, supervisors, management officials, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

Dated: July 11, 2012

FEDERAL LABOR RELATIONS AUTHORITY

A handwritten signature in black ink, appearing to read "Jean M. Peñata".

Jean M. Peñata, Regional Director
San Francisco Region

Attachment: Certificate of Service

APPENDIX E PAR FORMS

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.

Appendix E

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

Appendix E

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

vs.

FEDERAL AVIATION ADMINISTRATION,
(Region)
"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

Appendix E

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

vs.

FEDERAL AVIATION ADMINISTRATION,
(Region)
"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

Appendix E

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

vs.

FEDERAL AVIATION ADMINISTRATION,
(Region)
"Agency"

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

FAA Grievance #:
Union Grievance #:

THIS REMAND 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) page(s) and represents the entire understanding of the Parties for the issues herein addressed.

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

FOR THE AGENCY:

FOR THE UNION:

Labor Technical Liaison Office Date

NATCA Representative Date

Labor Relations Specialist Date

NATCA Representative Date

Appendix E

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

vs.

FEDERAL AVIATION ADMINISTRATION,
(Region)
"Agency"

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

FAA Grievance #:
Union Grievance #:

THIS ABEYANCE 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 one (1) page and represents the entire understanding of the Parties for the issues herein addressed.

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

FOR THE AGENCY:

FOR THE UNION:

Labor Technical Liaison Office Date

NATCA Representative Date

Labor Relations Specialist Date

NATCA Representative Date

Appendix E

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.

Appendix E

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.

Region: _____

Dates: _____

Total cases submitted to this PAR event:

FAA-NATCA Agreement sanctions various possible dispositions of a grievance submitted to PAR, as categorized below.

Cases submitted for PAR: Event Results Tracking

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Cases Not Presented					Cases Presented										
Sustained	W/D	Settled	Hold pending national decision	Not Reached In Available Time	Sustained	W/D	Settled	W/D	Settled	Union Rejects	Agency Sustains	Settled	Agency Rejects	Remanded to Step 2	Total cases submitted to PAR.
Categorized results:															
As percentage of all cases submitted:															
Subtotal of cases not presented:															
Subtotal no opinion:															
Subtotal opinion > agy:															
Subtotal opinion > union:															
(Green = closed; red = union may elevate, either way no further PAR.)															

Names (Printed)

Initials

(endorsed on completion of PAR)

Agency Reprs: _____

Union Reprs: _____

Neutral: _____

(Neutral's endorsement not required)

APPENDIX F
SICK LEAVE RESTRICTION TEMPLATE

This letter concerns your use of sick leave or other leave (i.e. annual, LWOP) in lieu of sick leave. For the purpose of this letter, a reference to ‘leave’ applies only to absences utilizing sick leave or other leave in lieu of sick leave.

This is follow up to the recent leave counseling that took place on **[INSERT DATE(S) OF EMPLOYEE LEAVE COUNSELING HERE]** regarding your potential abuse of leave.

This is to inform you that my careful review of your leave usage has revealed a pattern that I consider to be an abuse of leave. In view of your overall use of leave since **[INSERT DATE]**, I have observed a pattern of leave usage that includes: **[PROVIDE THE SPECIFIC REASONS FOR THE ISSUANCE OF THE LEAVE RESTRICTION LETTER HERE]**.

Following the review of your leave usage for the period specified above, I have determined there is a reasonable belief you may be abusing sick leave or leave in lieu of sick leave. Therefore, in accordance with Article 25, Section 7, effective the date of receipt of this letter and for a period of time, not to exceed six (6) months, you will be required to provide a medical certificate, to substantiate the request that covers the period of each subsequent absence for which you request sick leave or other leave in lieu of sick leave. A registered physician or other health practitioner must sign the medical certificate. Failure to comply with the provisions of this leave restriction letter may result in charge to absence without leave (AWOL). AWOL is non-disciplinary but may form the basis for disciplinary action.

This written instruction to provide a medical certificate applies to all absences utilizing sick leave or other leave in lieu of sick leave for which you may be required to furnish a medical certificate for that day.

Requests for FMLA and LWOP may be subject to approval based on separate and distinct documentation and notification requirements.

In the event that you may have a personal or health problem, which is adversely affecting your ability to maintain a regular and reliable attendance record, assistance is available through the Employee Assistance program (EAP). This is a free and confidential service and I strongly encourage you to take advantage of this assistance if needed. Assistance is available through the EAP Hotline at 1-800-234-1 EAP or visiting the EAP website at: www.magellanhealth.com.

**APPENDIX G
ACADEMY MILEAGE CHART**

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
A11	Anchorage TRACON	Anchorage	AK	3876	9
A80	Atlanta TRACON	Peachtree City	GA	848	2
A90	Boston TRACON	Merrimack	NH	1711	4
ABE	Allentown Tower	Allentown	PA	1361	3
ABI	Abilene Tower	Abilene	TX	291	1
ABQ	Albuquerque Tower	Albuquerque	NM	541	2
ACK	Nantucket Tower	Nantucket	MA	1795	4
ACT	Waco Tower	Waco	TX	288	1
ACY	Atlantic City Tower	Atlantic City	NJ	1446	4
ADS	Addison Tower	Addison	TX	195	1
ADW	Andrews Tower	Andrews AFB	MD	1331	3
AFW	Alliance Tower	Fort Worth	TX	200	1
AGC	Allegheny Tower	West Mifflin	PA	1105	3
AGS	Augusta Tower	Augusta	GA	992	3
ALB	Albany Tower	Latham	NY	1523	4
ALO	Waterloo Tower	Waterloo	IA	655	2
AMA	Amarillo Tower	Amarillo	TX	260	1
ANC	Anchorage Tower	Anchorage	AK	3876	9
APA	Centennial Tower	Englewood	CO	684	2
APC	Napa Tower	Napa	CA	1644	4
ARB	Ann Arbor Tower	Ann Arbor	MI	1006	3
ARR	Aurora Tower	Sugar Grove	IL	765	2
ASE	Aspen Tower	Aspen	CO	695	2
ATL	Atlanta Tower	Hapeville	GA	853	2
AUS	Austin Tower	Austin	TX	388	1
AVL	Asheville Tower	Fletcher	NC	978	3
AVP	Wilkes-Barre Tower	Dupont	PA	1381	3

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
AZO	Kalamazoo Tower	Kalamazoo	MI	912	2
BDL	Bradley Tower	Windsor Locks	CT	1589	4
BED	Hanscom Tower	Bedford	MA	1690	4
BFI	Boeing Tower	Seattle	WA	1983	5
BFL	Bakersfield Tower	Bakersfield	CA	1344	3
BGM	Binghamton Tower	Johnson City	NY	1408	4
BGR	Bangor Tower	Bangor	ME	1916	5
BHM	Birmingham Tower	Birmingham	AL	702	2
BIL	Billings Tower	Billings	MT	1222	3
BIS	Bismarck Tower	Bismarck	ND	946	2
BJC	Rocky Mountain Metro Tower	Westminster	CO	681	2
BNA	Nashville Tower	Nashville	TN	678	2
BOI	Boise Tower	Boise	ID	1488	4
BOS	Boston Tower	East Boston	MA	1693	4
BPT	Beaumont Tower	Beaumont	TX	488	1
BTR	Baton Rouge Tower	Baton Rouge	LA	632	2
BTV	Burlington Tower	South Burlington	VT	1613	4
BUF	Buffalo Tower	Cheektowaga	NY	1243	3
BUR	Burbank Tower	Burbank	CA	1330	3
BWI	Baltimore Tower	BWI Airport	MD	1319	3
C90	Chicago TRACON	Elgin	IL	787	2
CAE	Columbia Tower	West Columbia	SC	1057	3
CAK	Akron-Canton Tower	North Canton	OH	1051	3
CCR	Concord Tower	Concord	CA	1613	4
CDW	Caldwell Tower	Fairfield	NJ	1440	4
CHA	Chattanooga Tower	Chattanooga	TN	803	2

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
CHS	Charleston Tower	Charleston	SC	1092	3
CID	Cedar Rapids Tower	Cedar Rapids	IA	673	2
CKB	Clarksburg Tower	Bridgeport	WV	1103	3
CLE	Cleveland Tower	Cleveland	OH	1057	3
CLT	Charlotte Tower	Charlotte	NC	1092	3
CMA	Camarillo Tower	Camarillo	CA	1374	3
CMH	Columbus Tower	Columbus	OH	916	2
CMI	Champaign Tower	Savoy	IL	669	2
CNO	Chino Tower	Chino	CA	1299	3
COS	Colorado Springs Tower	Peterson AFB	CO	595	2
CPR	Casper Tower	Casper	WY	945	2
CPS	Downtown Tower	Cahokia/St Louis	IL	503	1
CRP	Corpus Christi Tower	Corpus Christi	TX	594	2
CRQ	Palomar Tower	Carlsbad	CA	1372	3
CRW	Charleston Tower	Charleston	WV	1003	3
CSG	Columbus Tower	Columbus	GA	843	2
CVG	Cincinnati Tower	Erlanger	KY	848	2
D01	Denver TRACON	Denver	CO	678	2
D10	Dallas - Ft Worth TRACON	Dallas-Fort Worth	TX	191	1
D21	Detroit TRACON	Detroit	MI	1027	3
DAB	Daytona Beach Tower	Daytona Beach	FL	1248	3
DAL	Dallas Love Tower	Dallas	TX	206	1
DAY	Dayton Tower	Vandalia	OH	852	2
DCA	Washington National Tower	Washington	DC	1312	3
DEN	Denver Tower	Denver	CO	678	2
DFW	DFW Tower	Dallas-Fort Worth Airport	TX	191	1
DLH	Duluth Tower	Duluth	MN	940	2

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
DPA	Dupage Tower	West Chicago	IL	780	2
DSM	Des Moines Tower	Des Moines	IA	546	2
DTW	Detroit Tower	Detroit	MI	1027	3
DVT	Deer Valley Tower	Phoenix	AZ	960	3
DWH	Hooks Tower	Tomball	TX	428	1
E10	High Desert TRACON	Edwards AFB	CA	1274	3
ELM	Elmira Tower	Horseheads	NY	1352	3
ELP	El Paso Tower	El Paso	TX	721	2
EMT	El Monte Tower	El Monte	CA	1315	3
ERI	Erie Tower	Erie	PA	1153	3
EUG	Eugene Tower	Eugene	OR	1924	5
EVV	Evansville Tower	Evansville	IN	663	2
EWR	Newark Tower	Newark	NJ	1440	4
F11	Central Florida TRACON	Orlando	FL	1252	3
FAI	Fairbanks Tower	Fairbanks	AK	3760	9
FAR	Fargo Tower	Fargo	ND	878	2
FAT	Fresno Tower	Fresno	CA	1453	4
FAY	Fayetteville Tower	Fayetteville	NC	1220	3
FCM	Flying Cloud Tower	Eden Prairie	MN	790	2
FFZ	Falcon Tower	Mesa	AZ	947	2
FLL	Fort Lauderdale Tower	Fort Lauderdale	FL	1454	4
FLO	Florence Tower	Florence	SC	1140	3
FNT	Flint Tower	Flint	MI	1039	3
FPR	St Lucie Tower	Fort Pierce	FL	1362	3
FRG	Farmingdale Tower	Farmingdale	NY	1494	4
FSD	Sioux Falls Tower	Sioux Falls	SD	640	2
FSM	Fort Smith Tower	Fort Smith	AR	183	1
FTW	Meacham Tower	Fort Worth	TX	200	1

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
FWA	Fort Wayne Tower	Fort Wayne	IN	865	2
FXE	Fort Lauderdale Executive Tower	Fort Lauderdale	FL	1454	4
GCN	Grand Canyon Tower	Grand Canyon	AZ	950	2
GEG	Spokane Tower	Spokane	WA	1761	4
GFK	Grand Forks Tower	Grand Forks	ND	954	2
GGG	Longview Tower	Longview	TX	331	1
GPT	Gulfport Tower	Gulfport	MS	763	2
GRB	Green Bay Tower	Green Bay	WI	978	3
GRR	Grand Rapids Tower	Grand Rapids	MI	943	2
GSO	Greensboro Tower	Greensboro	NC	1142	3
GSP	Greer Tower	Greer	SC	1007	3
GTF	Great Falls Tower	Great Falls	MT	1438	4
HCF	Honolulu Control Facility	Honolulu	HI	OCONUS	OCONUS
HEF	Manassas Tower	Manassas	VA	1317	3
HIO	Hillsboro Tower	Hillsboro	OR	1927	5
HLN	Helena Tower	Helena	MT	1459	4
HOU	Hobby Tower	Houston	TX	445	1
HPN	Westchester Tower	White Plains	NY	1482	4
HSV	Huntsville Tower	Huntsville	AL	680	2
HTS	Huntington Tower	Ceredo	WV	948	2
HUF	Terre Haute /Hulman ATCT/TRACON	Terre Haute	IN	666	2
HWD	Hayward Tower	Hayward	CA	1601	4
I90	Houston TRACON	Houston	TX	445	1
IAD	Dulles Tower	Chantilly	VA	1323	3

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
IAH	Houston Intercontinental ATC Tower	Houston	TX	445	1
ICT	Wichita Tower	Wichita	KS	162	1
ILG	Wilmington Tower	New Castle	DE	1367	3
ILM	Wilmington Tower	Wilmington	NC	1262	3
IND	Indianapolis Tower	Indianapolis	IN	741	2
ISP	Islip Tower	Islip	NY	1508	4
ITO	Hilo Tower	Hilo	HI	OCONUS	OCONUS
JAN	Jackson Tower	Jackson	MS	607	2
JAX	Jacksonville Tower	Jacksonville	FL	1160	3
JFK	Kennedy Tower	Jamaica	NY	1465	4
JNU	Juneau Tower	Juneau	AK	3324	8
K90	Cape TRACON	Falmouth	MA	1760	4
L30	Las Vegas TRACON	Las Vegas	NV	1125	3
LAF	Lafayette Tower	West Lafayette	IN	770	2
LAN	Lansing Tower	Lansing	MI	984	3
LAS	Las Vegas Tower	Las Vegas	NV	1125	3
LAX	Los Angeles Tower	Los Angeles	CA	1328	3
LBB	Lubbock Tower	Lubbock	TX	348	1
LCH	Lake Charles Tower	Lake Charles	LA	545	2
LEX	Lexington Tower	Lexington	KY	835	2
LFT	Lafayette Tower	Lafayette	LA	594	2
LGA	La Guardia Tower	Flushing	NY	1469	4
LGB	Long Beach Tower	Long Beach	CA	1341	3
LIT	Little Rock Tower	Little Rock	AR	339	1
LNK	Lincoln Tower	Lincoln	NE	437	1

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
LOU	Bowman Tower	Louisville	KY	759	2
LVK	Livermore Tower	Livermore	CA	1583	4
M03	Memphis TRACON	Memphis	TN	467	1
M98	Minneapolis TRACON	Minneapolis	MN	790	2
MAF	Midland Tower	Midland	TX	416	1
MBS	Saginaw Tower	Freeland	MI	1065	3
MCI	Kansas City Tower	Kansas City	MO	353	1
MCO	Orlando Tower	Orlando	FL	1252	3
MDT	Harrisburg Intl Tower	Middletown	PA	1291	3
MDW	Midway Tower	Chicago	IL	795	2
MEM	Memphis Tower	Memphis	TN	467	1
MFD	Mansfield Tower	Mansfield	OH	981	3
MGM	Montgomery Tower	Hope Hull	AL	797	2
MHT	Manchester Tower	Manchester	NH	1721	4
MIA	Miami Tower	Miami	FL	1475	4
MIC	Crystal Tower	Crystal	MN	998	3
MKC	Downtown Tower	Kansas City	MO	353	1
MKE	Milwaukee Tower	Milwaukee	WI	871	2
MKG	Muskegon Tower	Muskegon	MI	952	2
MLI	Quad City Tower	Milan	IL	719	2
MLU	Monroe Tower	Monroe	LA	488	1
MMU	Morristown Tower	Morristown	NJ	1428	4
MOB	Mobile Tower	Mobile	AL	776	2
MRI	Merrill Tower	Anchorage	AK	3876	9
MRY	Monterey Tower	Monterey	CA	1563	4
MSN	Madison Tower	Madison	WI	837	2

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
MSP	Minneapolis Tower	Minneapolis	MN	790	2
MSY	New Orleans Tower	New Orleans	LA	709	2
MWH	Grant County Tower	Moses Lake	WA	1864	5
MYF	Montgomery Tower	San Diego	CA	1312	3
MYR	Myrtle Beach Tower	Myrtle Beach	SC	1209	3
N90	New York TRACON	Westbury	NY	1484	4
NCT	Northern California TRACON	Mather	CA	1617	4
NEW	Lakefront Tower	New Orleans	LA	709	2
NMM	Meridian TRACON	NAS Meridian	MS	714	2
OAK	Oakland Tower	Oakland	CA	1614	4
OGG	Maui Tower	Kahului	HI	OCONUS	OCONUS
OKC	Oklahoma City Tower	Oklahoma City	OK	0	
OMA	Eppley Tower	Omaha	NE	466	1
ONT	Ontario Tower	Ontario	CA	1293	3
ORD	Chicago O'Hare Tower	Chicago	IL	795	2
ORF	Norfolk Tower	Virginia Beach	VA	1398	4
ORL	Orlando Executive Tower	Orlando	FL	1252	3
P31	Pensacola TRACON	Pensacola	FL	832	2
P50	Phoenix TRACON	Phoenix	AZ	960	3
P80	Portland TRACON	Portland	OR	1908	5
PAE	Paine Tower	Everett	WA	2004	5
PAO	Palo Alto Tower	Palo Alto	CA	1599	4

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
PBI	Palm Beach Tower	West Palm Beach	FL	1412	4
PCT	Potomac TRACON	Warrenton	VA	1290	3
PDK	DeKalb - Peachtree Tower	Chamblee	GA	862	2
PDX	Portland Tower	Portland	OR	1908	5
PHF	Patrick Henry Tower	Newport News	VA	1359	3
PHL	Philadelphia Tower	Philadelphia	PA	1384	4
PHX	Phoenix Tower	Phoenix	AZ	960	3
PIA	Peoria Tower	Peoria	IL	667	2
PIE	St Petersburg Tower	St Petersburg/ Clearwater	FL	1293	3
PIT	FAA Pittsburgh ATC Tower	Coraopolis	PA	1102	3
PNE	Northeast Philadelphia Tower	Philadelphia	PA	1384	4
PNS	Pensacola Tower	Pensacola	FL	832	2
POC	Brackett Tower	La Verne	CA	1298	3
POU	Poughkeepsie Tower	Wappingers Falls	NY	1491	4
PRC	Prescott Tower	Prescott	AZ	957	3
PSC	Pasco Tower	Pasco	WA	1769	4
PSP	Palm Springs Tower	Palm Springs	CA	1226	3
PTK	Pontiac Tower	Waterford Township	MI	1043	3
PUB	Pueblo Tower	Pueblo	CO	550	2
PVD	Providence Tower	Warwick	RI	1646	4
PWK	Chicago Executive Tower	Wheeling	IL	806	2
PWM	Portland Tower	Portland	ME	1789	4
R90	Omaha TRACON	Bellevue	NE	456	1
RDG	Reading Tower	Reading	PA	1341	3

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
RDU	Raleigh-Durham Tower	Morrisville	NC	1206	3
RFD	Rockford Tower	Rockford	IL	793	2
RHV	Reid-Hillview Tower	San Jose	CA	1583	4
RIC	Richmond Tower	Richmond	VA	1291	3
RNO	Reno Tower	Reno	NV	1560	4
ROA	Roanoke Tower	Roanoke	VA	1115	3
ROC	Rochester Tower	Rochester	NY	1309	3
ROW	Roswell Tower	Roswell	NM	471	1
RST	Rochester Tower	Rochester	MN	756	2
RSW	Fort Myers Tower	Fort Myers	FL	1389	4
RVS	Riverside Tower	Tulsa	OK	107	1
S46	Seattle TRACON	Burien	WA	1989	5
S56	Salt Lake City TRACON	Salt Lake City	UT	1187	3
SAN	San Diego Tower	San Diego	CA	1312	3
SAT	San Antonio Tower	San Antonio	TX	467	1
SAV	Savannah Tower	Savannah	GA	1095	3
SBA	Santa Barbara Tower	Goleta	CA	1410	4
SBN	South Bend Tower	South Bend	IN	862	2
SCK	Stockton Tower	Stockton	CA	1577	4
SCT	Southern California TRACON	San Diego	CA	1312	3
SDF	Standiford Tower	Louisville	KY	759	2
SDL	Scottsdale Tower	Scottsdale	AZ	948	2
SEA	Seattle Tower	Seattle	WA	1983	5
SEE	Gillespie Tower	San Diego/El Cajon	CA	1312	3
SFB	Sanford Tower	Sanford	FL	1256	3
SFO	San Francisco Tower	San Francisco	CA	1625	4
SGF	Springfield Tower	Springfield	MO	286	1

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
SHV	Shreveport Tower	Barksdale AFB	LA	395	1
SJC	San Jose Tower	Santa Clara	CA	1588	4
SJU	San Juan Tower	Carolina	PR	OCONUS	OCONUS
SLC	Salt Lake City Tower	Salt Lake City	UT	1187	3
SMF	Sacramento Tower	Sacramento	CA	1621	4
SMO	Santa Monica Tower	Santa Monica	CA	1344	3
SNA	John Wayne Tower	Costa Mesa	CA	1333	3
SPI	Springfield Tower	Springfield	IL	595	2
SRQ	Sarasota Tower	Sarasota	FL	1323	3
STL	St Louis Tower	Bridgeton	MO	501	1
STP	St Paul Tower	St Paul	MN	794	2
STS	Sonoma Tower	Santa Rosa	CA	1671	4
STT	St Thomas Tower	Charlotte Amalie	VI	OCONUS	OCONUS
SUS	Spirit Tower	Chesterfield	MO	484	1
SUX	Sioux Gateway Tower	Sioux City	IA	555	2
SYR	Syracuse Tower	North Syracuse	NY	1386	4
T75	St Louis TRACON	St. Charles	MO	504	1
TEB	Teterboro Tower	Teterboro	NJ	1445	4
TLH	Tallahassee Tower	Tallahassee	FL	999	3
TMB	Tamiami Tower	Miami	FL	1475	4
TOA	Torrance Tower	Torrance	CA	1345	3
TOL	Toledo Tower	Swanton	OH	949	2
TPA	Tampa Tower	Tampa	FL	1270	3
TRI	Tri-Cities Tower	Blountville	TN	960	3
TUL	Tulsa Tower	Tulsa	OK	107	1
TUS	Tucson Tower	Tucson	AZ	945	2

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
TVC	Traverse City Tower	Traverse City	MI	1083	3
TWF	Twin Falls Tower	Twin Falls	ID	1360	3
TYS	Knoxville Tower	Louisville	TN	858	2
U90	Tucson TRACON	Tucson	AZ	945	2
VGT	North Las Vegas Tower	North Las Vegas	NV	1113	3
VNY	Van Nuys Tower	Van Nuys	CA	1339	3
VRB	Vero Beach Tower	Vero Beach	FL	1348	3
Y90	Yankee TRACON	Windsor Locks	CT	1589	4
YIP	Willow Run Tower	Belleville	MI	1024	3
YNG	Youngstown Tower	Vienna	OH	1091	3
ZAB	Albuquerque	Albuquerque	NM	541	2
ZAN	Anchorage Center	Anchorage	AK	3876	9
ZAU	Chicago Center	Aurora	IL	773	2
ZBW	Boston Center	Nashua	NH	1705	4
ZDC	Washington Center	Leesburg	VA	1291	3
ZDV	Denver Center	Longmont	CO	706	2
ZFW	Fort Worth Center	Fort Worth	TX	200	1
ZHU	Houston Center	Houston	TX	445	1
ZID	Indianapolis Center	Indianapolis	IN	741	2
ZJX	Jacksonville Center	Jacksonville	FL	1160	3
ZKC	Kansas City Center	Olathe	KS	330	1
ZLA	LA Center	Palmdale	CA	1296	3
ZLC	Salt Lake Center	Salt Lake City	UT	1187	3
ZMA	Miami Center	Miami	FL	1475	4
ZME	Memphis Center	Memphis	TN	467	1
ZMP	Minneapolis Center	Farmington	MN	773	2

Loc ID	Facility Name	Mailing Address City	Mailing Address State	Mileage from OKC	Total Days
ZNY	New York Center	Ronkonkoma	NY	1508	4
ZOA	Oakland Center	Fremont	CA	1599	4
ZOB	Cleveland Center	Oberlin	OH	1026	3
ZSE	Seattle Center	Auburn	WA	1983	5
ZTL	Atlanta Center	Hampton	GA	875	2

**APPENDIX H
NURSING MOTHERS PROGRAM FORM**

Employee's Name:	<i>(To be completed by manager)</i> Nursing Mothers Room Location:
Facility/Line of Business/Staff Office:	Birth Date of Child:
<p>In accordance with the applicable FAA/NATCA Collective Bargaining Agreement, I require the use of a private area to express milk during work hours beginning on _____.</p> <p>The private area shall be a space other than a bathroom that is uninterrupted, shielded from view, provides predictable privacy, is not accessible through another room and is free from intrusion from co-workers and the public.</p> <p>I understand that it is my responsibility to advise my manager when my ongoing requirement to express milk during work hours is no longer necessary.</p>	
Employee's Signature:	Date:
Manager's Signature:	Date:

APPENDIX I

SPECIAL EVENTS MOU

MEMORANDUM OF UNDERSTANDING (MOU)
between the
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
and the
FEDERAL AVIATION ADMINISTRATION

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 solicitation, bidding, and selection process for ATC, TMC, and NOTAM bargaining unit employees to be considered for and assigned to special air traffic events (e.g. Sun N Fun[®], Oshkosh AirVenture[®], NASCAR[®] events, the Masters Golf Tournament) requiring additional personnel or the establishment of temporary towers or air traffic control procedures.

Section 1. No bargaining unit employee participating under the provisions of this agreement will be required to staff *any* FAA information booth at a Special Event.

Section 2. No employee will be required to attend any function, gathering or meeting outside of his or her assigned shift while not in a duty status.

Section 3. Any bargaining unit employee designated as a Team Leader will be paid a 10% premium for all hours worked, in addition to any other premium and/or differential to which they would be entitled.

Section 4. The Regional Vice President in whose region the special event is held will designate, in writing, an individual who will serve as the NATCA representative for the event. This representative shall be selected to serve as a participant in the event. This designation shall occur prior to the solicitation for other volunteers.

Section 5. The Agency shall ensure lodging is provided, as close to the event as practicable, for any NATCA Critical Incident Stress Management representative dispatched to a special event.

Section 6. Bargaining unit employees shall be provided access to the same lodging as management officials. The Agency agrees to request that hotels assign premium rooms on a percentage basis between Management Officials and NATCA represented bargaining unit employees attending the event. To facilitate such a request, the event manager and NATCA event representative shall each identify their designated individuals requesting premium rooms in priority order and provide said list to the servicing hotel.

Section 7. The Agency shall be responsible for transportation for the duration of the temporary duty at all special events.

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Section 8. Any required attire items shall be provided by the Agency at no expense to the employee. The Agency shall supply chilled water, at readily available locations for all employees required to work outside.

Section 9. Any use of a government credit card shall be handled in accordance with the CBA and agency travel policy.

Section 10. For those special events where Article 44 of the CBA does not apply due to the need for multiple tiers of employee qualifications, the following procedures shall apply:

A. Bidding procedures:

1. Event volunteers' primary duties involve the direct separation of aircraft and coordination with aircraft. Any additional responsibilities will be described in the initial solicitation for the special event.
2. The Agency's solicitation shall include notification that a participant's performance in special events will be evaluated and may have bearing on future participation.
3. Teams at OshKosh and Sun-N-Fun will normally consist of two (2) Veterans, one (1) Limited and (1) Rookie. The number of teams and their make up will be determined by the agency, and provided to the appropriate NATCA RVP or their designee prior to solicitation of bargaining unit volunteers. This shall include the number of bargaining unit volunteers being solicited for and identification of any non-bargaining unit participation on teams.
4. Solicitations for special events shall be posted service area wide. However, selections shall be made from the region in which the event is being hosted. Applicants from outside the region but within the service area shall only be selected in the event that an insufficient number of applicants are obtained from the host region. If there is still an insufficient number of applicants from the host region and service area in any specific position qualification listed in 10(C)2, then a solicitation shall be expanded to fill that specific position from controllers with similar special event experience in a second service area by seniority.
5. Solicitations shall be advertised for a minimum of twenty-one (21) days.
6. The Agency agrees to notify all bidders that their application(s) were received and indicate selection or non-selection.

B. The total number of times an individual can be selected for any position (all inclusive) at an individual special event is ten (10) unless there are no other qualified bidders. No more than five (5) instances of participation prior to April 6, 2010 will count towards the total.

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C. Selections will be made in the following order: Veterans, Limiteds and then Rookies. Selections in each category shall be made by seniority amongst those in the same category with the following Agency determined qualifications

1. All applicants must meet all the following qualifications:

- a) Must be a CPC and facility rated at present facility on the date of application.
- b) Operationally current on Local and Ground positions, if the work will be performed in a tower, and possess a current medical certificate.
- c) Applicants are permitted to bid on one position only.

2. Specific position qualifications:

a) Veteran Team Members:

Candidates must have three (3) or more years experience at the specific special event, two (2) of them within the last five (5) years. No more than fifty percent of the participants shall be Veterans.

b) Limited Experience Applicant:

Candidates with one (1) or two (2) years of experience at the specific special event within the last five (5) years.

c) Rookie Applicant:

Candidates with no experience at the specific event within the last five (5) years are eligible to bid.

d) Apprentice Applicant (applicable for Sun n Fun only from 2013 to 2016):

Candidates with no special event experience within the last five (5) years who have been CPC's in a tower for more than 5 years but less than 10 years. Apprentice Applicants will be in addition to all other categories of applicants. The numbers of Apprentice Applicants slots, if any, will be collaboratively determined after all rookie selections are made. Selections for Apprentice Applicants shall be made by seniority from the remaining rookie applicants meeting the criteria described herein.

Section 11. The Agency agrees, if requested, to provide an employee with a written assessment of the employee's performance at the event within thirty (30) days of the end of the event. If the employee's performance is deemed unsatisfactory for future participation in the event, the agency shall provide the employee with a written assessment of the employee's performance at the event within 30 days of the event. The employee will have the opportunity to reply to such assessment. Management will consider this reply in determining whether or

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not to change its assessment of the employee's performance at the special event. The designated representative shall be given a copy of the form being used prior to the event.

Section 12. The agency has determined employee performance at a special event shall not be used as supporting evidence for any performance assessment at the employee's facility of record.

Section 13. The agency has determined performance deficiencies identified at a special event shall not be used as a basis for disciplinary action.

Section 14. Solicitations, selections and the bid process for local special events or temporary towers within a district/facility area of consideration will be handled by the district/facility in accordance with the NATCA/FAA Collective Bargaining Agreement (CBA) and this MOU.

Section 15. The Agency agrees that it will not cancel leave, change an alternate work schedule, and/or assignments to the basic watch schedule of employees remaining at field facilities in order to accommodate another employee attending a special event.


Section 16. The Regional Vice President and Director of Operations for the Service Area in which the Special Event is held, or their designees, shall meet prior to solicitation for volunteers to collaborate on the development of the Special Events Watch Schedules for the Event to include the use of AWS if appropriate. Following the selections the Parties will meet for a post selection review. The Union representative will be on official time.

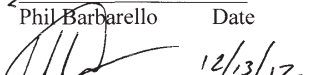
Section 17. The Controller of the Year award at Sun-N-Fun and OshKosh will be invited to attend the reciprocal event when it is next held (Sun-N-Fun to OshKosh and OshKosh to Sun-N-Fun). This will be a slot outside of the normal selections made for each event and in addition to those positions identified in section 10 A 3. The controller of the year award at each event shall be a controller in the Limited or Veteran category.

All controllers and members of management participating at the event shall be allowed 1 vote on the award. No one who has been a previous winner of the award will be on the ballot in the succeeding years. Ballots shall be jointly counted by a Management event representative and the NATCA event representative.


Section 18. This MOU shall remain in effect for the duration of the 2009 Collective Bargaining Agreement between NATCA and the FAA


For the Union:


Phil Barbarello 12-13-2012
Date


Victor Santore 12/13/12
Date

For the Agency:


Shelly Mlakar 12/13/12
Date


Russ Buchanan 12-14-12
Date

Appendix I

Appendix 1 to Special Events MOU Dated 12-13-12

When should Article 44 be used instead of Section 10 of the MOU?

If multiple tiers of qualifications are not required as described in Section 10, then utilize Article 44 and select the most senior volunteers.

If Art 44 is utilized to staff for a smaller special event do the provisions of the MOU other than Section 10 still apply?

Yes, the MOU applies to all special events whether the staffing selections are derived from section 10 or by Article 44 of the CBA.

Will the Union designate a representative for the event if Article 44 is used to select participants?

Yes, a Union representative will always be designated by the Regional Vice President.

If Section 10 of the MOU is used to staff an event can solicitations be made from one facility or district if the event is smaller than Oshkosh, Masters or Sun 'n Fun?

No, if solicitations are made using section 10 the area of consideration must be service area wide.

How should the 10% premium pay for special event Team Leaders be coded ?

Team Leaders are considered to be CICs for T&A purposes while on duty at the event.

What type of transportation is the Agency responsible for in section 7 of the MOU?

The intent was to ensure transportation at the event was provided by the Agency. If vans are not provided for transportation then the use of POVs is appropriate. One vehicle per team leader should be sufficient for event transportation.

What if a large number of volunteers bid from one facility?

The manager and the local facility representative should collaboratively determine how many employees can be released before soliciting for volunteers. Volunteers at each facility will be selected by seniority.

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The first to be released will be the senior volunteer in the Veteran category followed by Limited and then Rookie.

What is meant in 10 A 4 "If there is still an insufficient number of applicants from the host region and service area in any specific position qualification listed in 10(C)2, then a solicitation shall be expanded to fill that specific position from controllers with similar special event experience.

Solicitation for volunteers from the insufficient position who meet the qualifications for that position will be announced outside of the event service area and selections will be made from those who qualify by seniority.

Are Apprentice Applicant volunteers different than rookies?

Apprentice applicants are rookies in the fact that they have not attended the event before. These volunteers must meet the requirements listed in 10 C (2) d. These individuals are in addition to selections made to fill the normal team make-up listed in 10 A 3.

Can an applicant submit a bid if their medical certificate has been temporarily restricted?

Yes, provided the applicants medical certificate has not been withdrawn since the last exam. Restricted or temporarily suspended certificates still allow the applicant to submit a bid.

What is the cutoff for a current non-restricted medical applicant being assigned to work a special event?

The Agency may remove any applicant that does not possess a current non-restricted medical certificate no sooner than forty-five (45) days prior to the special event. Once an applicant has been removed for lack of a non-restricted medical certificate they will not be placed back on the working list for that special event.

Handwritten signatures and initials, including a large signature at the top, a smaller signature below it, and some initials at the bottom.

APPENDIX J

RETURN RIGHTS EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT FOR ADMINISTRATIVE RETURN RIGHTS

Between the Federal Aviation Administration and
Employees Recruited for Assignment

Complete original and 2 copies: Original to Official Personnel Folder; 1st copy to be forwarded to the employee; 2nd copy to be forwarded to parent organization.

NAME OF FAA REPRESENTATIVE (PARENT ORGANIZATION)

NAME OF EMPLOYEE (*Last, First, Middle*)

The employee named above and the Federal Aviation Administration agree as follows:

The employee's reemployment rights with the FAA shall be governed by the Federal Aviation Administration EMP-1.16: Return Rights After Certain Assignments, FAPM 352-1: Reemployment, Restoration and Return Rights, and the NATCA CBA, Article 59, Return Rights, which are hereby incorporated and made a part of this agreement.

The employee's reemployment rights under the provisions of this guidance shall be granted.

By _____ (Employee's Parent Organization)

1st Tour Ends ___/___/___

1. The parties shall abide by and complete all employment agreements between them.
2. The employee agrees to remain in their assignment for at least one tour of duty of 36 months.

3. If, at any time, during the employee's first, second or third tour, an employee receives and accepts a position offer, at the employee's request, the parent organization's authorizing official may waive the employee's remaining time covered by an employment contract. The PCS benefits associated with the original assignment would be forfeited in this case.

4. If the employee completes the tour of duty specified herein, and if he/she wishes to remain at the assignment, and provided he/she meets the provisions of FAPM 352-1, the employee shall complete an Employment Supplemental Agreement for an optional second and/or third tour.

5. An employee's pay shall be set in accordance with Article 108 of the NATCA CBA when exercising return rights under Article 59 of the NATCA CBA.

6. All terms used in this agreement shall have the same definition as in the EMP-1.16, FAPM 352-1 and the NATCA CBA, Article 59, Return Rights.

7. An employee returning to a position subject to mandatory separation in accordance with Section 8335(a) or 8425(a) of title 5 United States Code will be subject to those mandatory separation provisions.

SIGNATURE OF FAA REPRESENTATIVE (PARENT ORGANIZATION)	DATE
SIGNATURE OF EMPLOYEE	DATE

Appendix J

EMPLOYMENT SUPPLEMENTAL AGREEMENT FOR ADMINISTRATIVE RETURN RIGHTS

(This Agreement is To be Executed for Subsequent Tours Of Duty And Attached To The
Employee's Initial Employment Agreement)

*Complete in original and three copies: Original to be filed in the Personnel Folder: First copy to
be forwarded to the employee; 2nd copy to be submitted to the parent organization.*

NAME OF EMPLOYEE (*Last, first middle*)

Having fulfilled the terms and conditions of the Employment Agreement and any
supplemental agreements incorporated therein, the employee named above and the
Federal Aviation Administration agree as follows:

1. This supplemental agreement is incorporated and made a part of the employee's initial
Employment Agreement,
2. The employee agrees to serve an additional tour of duty, 24 months in duration,
and shall have reemployment rights with the FAA in accordance with the Federal
Aviation Administration EMP-1.16: Return Rights After Certain Assignments
and FAPM 352-1: Reemployment, Restoration and Return Rights and the terms
and conditions of the NATCA CBA, Article 59, Return Rights.

Second/Third Tour of Duty Ends _____
(Circle Tour)

SIGNATURE OF EMPLOYEE	DATE
SIGNATURE OF FAA REPRESENTATIVE- PARENT ORGANIZATION AUTHORIZING OFFICIAL	DATE

REMARKS

APPENDIX K
AFFORDABILITY DIFFERENTIAL

Section 1. Affordability differential shall be defined as a premium pay to offset affordability, commuting, and other issues for the locations subject to this Appendix.

Section 2. All bargaining unit employees assigned to the duty locations listed below shall receive an affordability differential in accordance with this Agreement. This differential will be earned as an additional percentage rate of the employees' hourly Base Pay and shall be paid in biweekly installments in conjunction with the Agency's established pay period calendar.

Section 3. The affordability differential shall be the difference between the duty location's locality rate and the locality rate for the corresponding locality area listed herein, or ten percent (10%) of Base Pay, whichever is greater.

<u>Duty Location:</u>	<u>Corresponding Locality Area:</u>
Aspen, CO	DENVER-AURORA-BOULDER, CO
Nantucket, MA	BOSTON-WORCESTER-
MANCHESTER, MA-NH-RI-ME	

Section 4. The Agency shall adjust the differentials annually to ensure each duty location maintains the difference between the locality rate and the corresponding locality area listed in Section 3, or ten percent (10%) of Base Pay, whichever is greater.

Section 5. No service agreement is required in order to be eligible for this differential.

Section 6. In the event the Agency extends an affordability differential to duty locations not covered by this Appendix, the Parties shall negotiate its application in accordance with Article 7 of this Agreement.

APPENDIX L
FSS REMOTE SITE PAY FACILITIES

Barrow
Cold Bay
Deadhorse
Dillingham
Iliamna
Kotzebue
McGrath
Nome
Northway

APPENDIX M OPAS PARAMETERS

Bidding

- Maximum Number of Prime Time Weeks
- Maximum Bids per Employee per Round
- Automatic Bidding Notify Window Buffer
- Warning Prior to Bid Window Close
- Allow Changes to Sort During Bidding
- Default Leave Type
- Staffing Factor for Supply versus Demand Calculation
- Bidding Total
 - Leave Balance + Amount to Be Accrued (current year)
 - Leave Requested
 - Leave Approved
 - Leave Amount to Be Accrued (next year)

Shift & Schedule Parameters

- Shift Category Based on Start Time
- Shift Category Based on the Majority of Hours

Shift Definition Parameters

- Minimum Shift Duration
- Maximum Shift Duration
- Maximum Flex Time
- Standard Shift Duration

Scheduling Parameters

- Default Schedule Length
- Extra Days Surrounding Selected Schedule
- Schedule Should be Published Before
- Enable Email Notifications
- Auto-Create Return to Shift Requests for Moved Employees

Appendix M

Shift Category Parameters

- Day (D) Category Start Time
- Day (D) Category End Time
- Day (D) Category - Developmentals Allowed to Provide Coverage
- Evening (E) Category Start Time
- Evening (E) Category End Time
- Evening (E) Category - Developmentals Allowed to Provide Coverage
- Midnight (M) Category Start Time
- Midnight (M) Category End Time
- Midnight (M) Category - Developmentals Allowed to Provide Coverage

Assignment Rules

- Maximum Consecutive Midnights
- Minimum Days Off in One Week Period
- Maximum Days Off in One Week Period
- Non Overtime Working Hours per Week
- Briefing Period Day of Work Pattern
- Briefing Period Start Time
- Briefing Period Duration

Statistical Counters

- Overtime Counters Reset By
- Overtime Counters Reset Date
- Shift Counters Reset By
- Shift Counters Reset Date
- Move Counters Reset By
- Move Counters Reset Date
- Training Counters Reset By
- Training Counters Reset Date

Appendix M

Request

Request Type Sorting

- Leave Weight
- Leave Sort By
- Shift Change Weight
- Shift Change Sort By
- Shift Swap Weight
- Shift Swap Sort By
- RDO Swap Weight
- RDO Swap Sort By
- Other Duties Weight
- Other Duties Sort By
- Multi Action Weight
- Multi Action Sort By
- Cancellation Weight
- Cancellation Sort By
- RDO Change Weight
- RDO Change Sort By

Request Restriction

- Maximum Number Employee Requests (per Day)
- Maximum Active Employee Requests (Total)
- Allow Partial Leave in Unpublished Schedule

Default Request Type

- Holiday Excused Absence

Request Approve/Deny

- Required Authorization Level

Request Time Limits

- Leave
 - Start of Next Leave Year

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- Specified Number of Days
- Decision Timeframe
 - Scheduled
 - Current
- Shift Change
 - Start of Next Leave Year
 - Specified Number of Days
 - Decision Timeframe
- Shift Swap
 - Start of Next Leave Year
 - Specified Number of Days
 - Decision Timeframe
- RDO Swap
 - Start of Next Leave Year
 - Specified Number of Days
 - Decision Timeframe
- Other Duties
 - Start of Next Leave Year
 - Specified Number of Days
 - Decision Timeframe
- Multiple Action
 - Start of Next Leave Year
 - Specified Number of Days
 - Decision Timeframe
- RDO Change
 - Start of Next Leave Year
 - Specified Number of Days
 - Decision Timeframe

Overtime

Scheduling Parameters

- Overtime Not Normally Canceled Within

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- Holdover Overtime Min Duration
- Full Shift Overtime Min Duration

Call List Sort Criteria

- Historical OT Hours Weight
- Include Historical OT Hours
- Unpublished OT Hours Weight
- Include Unpublished OT Hours
- Published OT Hours Weight
- Include Published OT Hours
- Offered but not Assigned OT Hours Weight
- Include Offered but not Assigned OT Hours
- Full Shift Overtime Sort Includes
- Holdover Sort Includes

Full Shift Overtime / Holdover Overtime Call List Response

- Voicemail will Increase Offered Hours
- No Answer will Increase Offered Hours
- Excused will Increase Offered Hours
- Declined will Increase Offered Hours

Canceling Overtime

- Receive OT Count Increases
- Give OT Count Decreases
- User Cancels OT Decreases Count (Leave Request)

Role Setup

- Role
- Can Earn Comp Time
- Can Earn Credit Time

Overtime Reasons

- Code
- Reason
- Overtime Code

APPENDIX N
OPAS PRIORITY FACILITIES

- A80 – Atlanta TRACON
- A90 – Boston TRACON
- ATCSCC – Air Traffic Control System Command Center
- C90 – Chicago TRACON
- D10 – Dallas TRACON
- F11 – Central Florida TRACON
- I90 – Houston TRACON
- N90 – New York TRACON
- NCT – Northern California TRACON
- PCT – Potomac TRACON
- SCT – Southern California TRACON
- ZAB – Albuquerque ARTCC
- ZAN – Anchorage ARTCC
- ZAU – Chicago ARTCC
- ZBW – Boston ARTCC
- ZDC – Washington ARTCC
- ZDV – Denver ARTCC
- ZFW – Fort Worth ARTCC
- ZHU – Houston ARTCC
- ZID – Indianapolis ARTCC
- ZJX – Jacksonville ARTCC
- ZKC – Kansas City ARTCC
- ZLA – Los Angeles ARTCC
- ZLC – Salt Lake ARTCC
- ZMA – Miami ARTCC
- ZME – Memphis ARTCC
- ZMP – Minneapolis ARTCC
- ZNY – New York ARTCC
- ZOA – Oakland ARTCC
- ZOB – Cleveland ARTCC
- ZSE – Seattle ARTCC
- ZTL – Atlanta ARTCC

APPENDIX O
AIR TRAFFIC SAFETY ACTION PLAN (ATSAP) MOU

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.

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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

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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 notifications 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

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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

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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;

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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.

10h. 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.

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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.

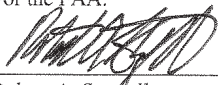
For NATCA:



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

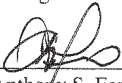
3-27-08
Date

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

APPENDIX P
LETTER OF AGREEMENT TO RETAIN MOUS

The Parties hereby agree that the following agreements shall remain in full force and effect for the term of the successor agreement to the Parties' Collective Bargaining Agreement, dated October 2009:

1. Implementation of the Credentialing & CTO Certification Programs (3/18/08)
2. Sexual Orientation Discrimination MOU (12/9/98)
3. EEO Mediation (6/24/00)
4. Agency's Policy Regarding Furloughs MOU (2/13/13)
5. Air Traffic Safety Guidance (ATO-SG) MOU (4/20/15)
6. ATO Fatigue Risk Management System/FSSC Charter (5/31/12)
7. Facility Level Decrease/Training Delay MOU (7/13/12)
8. Safety Personnel MOU (10/26/11)
9. Space Efficiency Tool (SET) MOU (2/28/13)
10. Space Efficiency Tool (SET) Addendum (12/4/14)
11. Flight Deck Training (FDT) MOU (5/1/12)
12. Staffing Target Definitions MOU (10/17/14)
13. Contract Weather Observer (CWO) MOU (4/8/13)
14. Currency Dashboard MOU (2/29/16)
15. MedXpress MOU (6/3/16)

Signed this 14th day of July, 2016.



Dean Iacopelli, NATCA
Chief Negotiator



William L. Cound, FAA
Chief Negotiator

Appendix P-1

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.

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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

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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

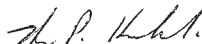
For NATCA:



Bryan W. Zilonis, Regional Vice President
National Air Traffic Controllers Association (NATCA)

18 MARCH 2008
Date

For the FAA:



Hank P. Krakowski
Chief Operating Officer, Federal Aviation Administration

18 MARCH 2008
Date



Director of Air Traffic Safety Oversight Service

20 MARCH 2008
Date

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MOA Number : 3486

4

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

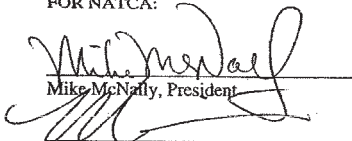
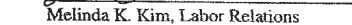
Section 1: The parties have agreed in Article 56, Section 2 of the 1998 collective bargaining agreement, that no employee shall be discriminated against on the basis of sexual orientation.

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.

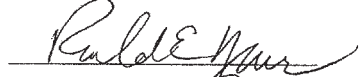


Section 3: Complaint Procedure—An employee who chooses to make a complaint of discrimination based on sexual orientation under the DOT's Complaint Procedure shall do so within 45-day time frame specified in Paragraph 8.B of the Complaint Procedure. An employee who makes this election must exhaust that 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, President

Melinda K. Kim, Labor Relations

FOR FAA:

12/9/98

Date

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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:

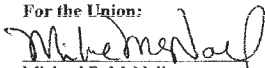
1. The Employer will disclose to the Union all resolutions or settlement agreements involving bargaining unit complainants reached through the mediation program, with the exception of those described in paragraph 4 below. If impact will result to the working condition of bargaining unit employees, the 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.

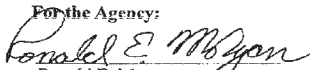
For the Union:


Michael P. McNally


Robert D. Taylor


Melinda K. Kim

For the Agency:


Ronald E. Morgan


Fanny Riveza


Scott Kallman

July 24, 00

Date

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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 “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as the “the Parties.” This agreement applies to all NATCA bargaining units and bargaining unit employees for the implementation of HRPM EMP 1.27 dated March 26, 2012. The Parties hereby agree to the following terms:

- Section 1.** The Agency shall provide the Union with notice of its intent to engage in a discretionary (“save money” or “non-emergency”) furlough of employees who are represented by the Union, at least forty-eight (48) hours prior to the Agency’s distribution of furlough notices to employees. The notice will contain at a minimum, the proposed number of employees that will be furloughed and the proposed amount of days and/or hours associated with each furlough. Following the notice, the Agency and the Union will immediately begin negotiations at the National level for procedures the Agency will follow in the implementation of the furlough.
- Section 2.** In case of a furlough involving an emergency shutdown or for extended emergency due to an Act of God or unforeseeable circumstances, the Agency will provide notice and opportunity to bargain in accordance with the Parties’ collective bargaining agreement.
- Section 3.** In scheduling a discretionary (“save money” or “non-emergency”) furlough for employees the furlough requirement may be expressed in terms of days or hours. An employee’s current work schedule, including AWS, determines the number of hours in their workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday.
- Section 4.** A furlough period is defined as beginning upon the Agency’s implementation of a furlough and ending upon the Agency’s cessation of the furlough.
- Section 5.** The Agency shall provide the Union with a full and complete list of all employees deemed “excepted” and “non-excepted” within every bargaining unit represented by NATCA for every FAA facility no later than the notice to the employees of an emergency (shutdown) furlough.
- Section 6.** The Parties agree to develop a joint Q&A to be attached and read in conjunction with this Agreement.

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- Section 7.** Whenever a furlough occurs that will result in the employee being placed in a nonpay status, an SF-8 will be provided not later than when the nonpay status begins. In addition a link will be provided to a fact sheet containing information on applying for unemployment benefits.
- Section 8.** For furloughs of more than 30 continuous calendar days or more than 22 work days the RIF procedures contained in the applicable collective bargaining agreement(s) shall apply.
- Section 9.** The Agency should make efforts toward assuring that employees are provided up-to-date and accurate information as warranted. This may be done through union-management communication, employee briefings, periodic bulletins, newsletters or other means available to the Agency.
- Section 10.** For furloughs other than a lapse in Congressional appropriations, the provisions contained in the Disciplinary/Adverse Action article in the appropriate collective bargaining agreement shall apply.
- Section 11.** When implementing a discretionary (“save money” or “non-emergency”) furlough of 30 days or less, each Line of Business/Staff Office shall engage in pre-decisional involvement with the Union at the corresponding level, in considering the following actions in order to avoid or mitigate the effects of a furlough:
- a) Request approval from the Office of Personnel Management to use the Voluntary Early Retirement Authority (VERA) which allows permanent employees to retire early;
 - b) Authorize the use of the Voluntary Separation Incentive Pay (VSIP) to eligible employees to voluntarily separate through retirement or resignation;
 - c) Support/encourage voluntary action such as voluntary changes from full-time to part-time schedules, voluntary resignations or retirements, acceptance of other Federal jobs, voluntary placement in furlough status or additional days in furlough status;
 - d) Ensure that part-time employees work only the number of hours in their official work schedule and/or changing the PT employee’s official work schedule to one with fewer hours;
 - e) Offer employees with the affected organization the opportunity to volunteer for involuntary RIF separations;
 - f) Implement hiring and/or promotion freezes;

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- g) Terminate temporary appointments;
- h) Terminate reemployed annuitants;
- i) Curtail overtime, except in emergency cases; and
- j) Implement furlough on authorized holidays.

- Section 12.** For a part-time employee, the furlough requirements shall be prorated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.
- Section 13.** If an employee is scheduled to be on LWOP during his or her furlough period, the employee may designate any hours and/or days of LWOP as furlough time off in order to meet the furlough requirements.
- Section 14.** When an employee's pay is insufficient to permit all deductions to be made, the Agency shall follow the order of precedence for applying deductions in compliance with CHCOC PPM-2008-01.
- Section 15.** An employee is entitled to pay for a holiday so long as he or she is in a pay status on either the workday preceding a holiday or the workday following a holiday. This applies to the in lieu of holiday as well.
- Section 16.** If an employee is unable to use their "use or lose" annual leave due to staffing and workload needs during the furlough period, and if she/he is unable to schedule this leave prior to the end of the leave year, such annual leave shall be restored.
- Section 17.** Employees cannot be required to perform work while in a furlough status.
- Section 18.** Absences due to a furlough shall be taken into consideration when assessing performance.
- Section 19.** Employees may utilize Employee Assistance Program (EAP) while in a furlough status to obtain credit/financial counseling services.
- Section 20.** To the extent authorized by law, Agency subsidized programs, including but not limited to childcare, transit and parking subsidies, shall not be negatively affected by a furlough.
- Section 21.** The Agency will make available through the employee website, a letter which may be presented to their creditors detailing the length of the furlough and the impact on the employee's salary.

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Section 22. Any employee on temporary assignment away from the facility/office shall be reimbursed for expenses authorized by the FAATP during the furlough period.

Signed on the 13th day of February 2013.

For NATCA:



Phil Barbarello

For FAA:



Michael Doss



Bryah Zilonig



Roscoe Ridley Jr.



Anna Jancewicz



Dean Iacopelli

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Furlough (Discretionary and Shutdown)- Questions and Answers

Use in conjunction with: EMP-1.27 Furlough, appropriate Collective Bargaining Agreements and the NATCA/FAA Memorandum of Understanding regarding furloughs dated February 13, 2013_

Chapter 1 – Applicable to all furloughs

Section A: General

1. Q. What is a discretionary (“save money”, “administrative” or “non-emergency”) furlough?

A. A discretionary (“save money” or “non-emergency”) furlough is the placing of an employee in a temporary non-duty, non-pay status because of lack of work or funds, or for other non-disciplinary reasons. It is a planned event designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any other event that requires the agency to save money. This kind of furlough is “non-emergency” in that the agency has sufficient time to reduce spending and therefore give adequate notification of its specific furlough plan and how many furlough days or hours will be required for each impacted employee. For most employees, there are two basic categories of furloughs, each involving different procedures. A furlough of 30 calendar days or less constitutes an adverse action and is subject to the procedures as described in the applicable collective bargaining agreement. A furlough of more than 30 calendar days constitutes a reduction in force (RIF) procedures and is subject to the procedures as described in the applicable collective bargaining agreement.

2. Q. What is a shutdown (“emergency”) furlough?

A. A “shutdown” furlough is the placing of an employee in a temporary non-duty, non-pay status in the event that funds are not available through an appropriations law or continuing resolution. A shutdown furlough is necessary when an agency no longer has the necessary funds to operate and must shut down those activities that are not excepted pursuant to the Antideficiency Act. A shutdown furlough might also occur due to an “act of God” or other unforeseeable circumstances.

3. Q. Are there requirements for notification to employees during a furlough?

A. Notification to employees differ between discretionary and shutdown furloughs. Requirements are detailed in the respective sections below.

4. Q. May an employee volunteer to do his or her job on a non-pay basis during a furlough period?

A. No.

5. Q. What appeal rights apply for employees for a furlough of 30 calendar days or less?

A. The employee may appeal the decision to furlough under the provisions of Article 9 of the appropriate collective bargaining agreement, to the Merit Systems Protection Board, or through the applicable Equal Employment Opportunity procedures. The appeal rights will be outlined in the written notice provided to employees.

6. Q. May employees take other jobs during the furlough period?

A. Even while on furlough, an individual is an employee of the Federal Government. In accordance with 5 CFR 2635.101(b)(10), (14); 2635.801(c) and FAA Order 3750.7, outside employment in general is

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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 aviation employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility.

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.

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.

7. Q. Are individuals working under an Interchange Assignment Agreement (IAA) subject to a furlough?

A. The specific authority for furloughing persons who are working under interchange assignment agreements, either inside the Federal government or with other organizations, will depend upon the nature of individual agreements, the status of the appointments, and/or the funding arrangements for the assignments. As a general rule, the following principles are applicable in determining whether to furlough personnel on interchange assignments:

- Personnel from non-Federal organizations on appointments to the FAA are subject to furlough in the same manner as other employees.
- Personnel on detail to the FAA from non-Federal organizations may continue working, provided that the non-Federal organizations pay the total costs of the detail.
- Personnel on detail to the FAA from non-Federal organizations which share part of the costs of detail may continue to work if the Federal portion of the cost was obligated from prior appropriations at the time of the IPA mobility agreements. In the event that a furlough takes place in the second year of the agreement at which time no funds are appropriated, the assignment should be terminated.
- Personnel on detail to the FAA from non-Federal organizations which do not pay or share the costs of the detail are subject to furlough in the same manner as other employees.

8. Q. What happens to employees' benefits (e.g., retirement, health benefits, life insurance, leave) if they receive temporary appointments in another agency while furloughed?

A. The leave should be transferred as if the employees had been transferred (See B-167975, 49 COMP. GEN. 383, September 1, 1970). Retirement, health benefits, life insurance, and leave should be handled as if the employees had been transferred.

Section B: Pay and Deductions from Pay

1. Q. If a furlough begins, will employees receive a paycheck for the last pay period worked prior to the furlough?

A. Yes.

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2. Q. If an employee's pay is insufficient to permit all deductions to be made, what is the order of precedence that deductions will be made from any salary check that the person may receive?

A. In general terms, the following deductions are taken from the employee's pay in this order: 1) Retirement; 2) Social Security tax; 3) Medicare tax; 4) Federal Income tax; 5) basic health insurance premiums (e.g. FEHB); 6) basic life insurance premiums (e.g. FEGLI); 7) State tax; 8) Local tax; 9) collection of debts owed to the federal government; 10) court-ordered collections; 11) optional benefits (e.g. FEDVIP, FLTCIP, FSA, TSP); 12) other voluntary deductions (e.g. savings bonds, union dues); 13) IRS paper levies.

Section C: Service Credit for Various Purposes:

1. Q. Is furlough considered a break in service?

A. No, the employee is in non-pay, non-duty status for those days/hours. However, extended furlough may affect the calculation of creditable service for certain purposes.

2. Q. To what extent will the furlough (non-pay, non-duty status) affect my annual and sick leave accruals?

A. When a full-time employee accumulates 80 hours in a non-pay status (which includes furlough, leave without pay, absence without leave, and suspension), the amount of annual and sick leave that may be accrued in that pay period is reduced by the amount of leave the employee would normally earn during the pay period. When a part-time employee is in a non-pay status, he or she will accrue less annual leave and sick leave, since part-time employees earn leave on a pro-rata basis--i.e., based on hours in a pay status. For purposes of computing accrual rates for annual leave, creditable service for time in a non-pay status is limited to an aggregate of 6 months in a calendar year (5 U.S.C. 8332(f)).

3. Q. To what extent does a furlough affect other civil service benefits and programs?

A. Non-pay status is credited as follows for:

- **Permanent (career) tenure** - the first 30 calendar days of each non-pay period is creditable service.
- **Probationary period** - an employee's probationary period is not changed due to placement in a non-pay status.
- **Qualification requirements** - 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.
- **Time-in-grade requirements** - non-pay status is creditable service (applicable for employees in the FG Pay Plan).
- **Retirement purposes** - an aggregate non-pay status of 6 months in any calendar year is creditable service. Coverage continues at no cost to the employees while in a non-pay status. When employees are in a non-pay status for only a portion of a pay period, their contributions are adjusted in proportion to their basic pay (5 U.S.C. 8332 and 8411). The exception would be an employee who had substantial time in a non-pay status earlier in the year if the furlough causes him or her to have more than six months time in a non-pay status during the calendar year.
- **Health benefits** - enrollment continues for no more than 365 days in a non-pay status. The non-pay status may be continuous or broken by periods of less than four consecutive months in a pay status (5 USC Chapter 89). The agency contribution continues while employees are in a non-pay status. The agency is also responsible for advancing the employee's share as well. The employee can choose between paying the agency directly on a current basis or having the premiums accumulate and to be withheld from his or her pay upon returning to duty.

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- **Life insurance** - coverage continues for 12 consecutive months in a non-pay status without cost to the employees or to the agency (5 USC Chapter 87). The non-pay status may be continuous or it may be broken by a return to duty for periods of less than four consecutive months. If an employee is in active duty military status while in non-pay status, FEGLI coverage continues at no cost to the employee until time in non-pay status totals 12 months. The employee may elect to continue FEGLI coverage for an additional 12 months by paying both the employee and agency premiums (Basic coverage) and by paying the entire cost (Optional coverage). Per Section 1102 of Public Law 110-181, such an election must be made before the end of the first 12 months in non-pay status.
- **Within-grade/range increases (FG Pay Plan Only)** - an aggregate of 2 workweeks (or 80 hours for a full-time employee) non-pay status in a waiting period is creditable service for advancement to steps 2, 3, and 4; four workweeks (160 hours) for advancement to steps 5, 6, and 7; and six workweeks (240 hours) for advancement to steps 8, 9, and 10. For prevailing rate employees (FW Pay Plan), an aggregate of one workweek non-pay status (40 hours) is creditable service for advancement to step 2, three weeks (120 hours) for advancement to step 3, and four weeks (160 hours) for advancement to steps 4 and 5.
- **Severance pay** – non-pay status time is fully creditable for the 12-month continuous employment period required by the appropriate collective bargaining agreement.
- **Thrift Savings Plan (TSP)** - Employees should refer to the TSP Fact Sheet - Effect of Non-pay Status on Your TSP Account, available from the TSP web site at www.tsp.gov.
- **Military duty or workers' compensation** – non-pay status for employees who are performing military duty or being paid workers' compensation counts as a continuation of Federal employment for all purposes upon the employee's return to duty.

Section D: Retirement and Insurance

1. Q. When a furlough occurs during the three years of service prior to retirement, what effect will time in a furlough status have on an employee's high-3 average?

A. Generally there will be no effect on the high-3 average unless the furlough causes the employee to be in a non-pay status for more than 6 months during the calendar year.

2. Q. Are the retirement rules concerning the effect of a furlough the same for employees under the Civil Service Retirement System and the Federal Employees Retirement System?

A. Yes.

3. Q. What happens if an employee terminates his or her Federal Employee Health Benefits (FEHB) coverage while in a non-pay status in order to avoid the expense?

A. Employees who terminate FEHB coverage to avoid payment of premiums while in a non-pay or reduced-pay status do not have to wait for an FEHB open season to re-enroll. Termination of FEHB coverage will not affect an employee's right to carry such coverage into retirement or while in receipt of workers' compensation.

4. Q. Will an employee continue to be covered under the Federal Employee Health Benefits (FEHB) program if the agency is unable to make its premium payments on time?

A. Yes, the employee's FEHB coverage will continue even if an agency does not make the premium payments on time. Since the employee will be in a non-pay status, the enrollee share of the FEHB premium will accumulate and be withheld from pay upon return to pay status.

Section E: Impact on other Benefits Programs

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1. Q. To what extent does non-pay status affect Flexible Spending Account (FSA) coverage?

A. Deductions will cease for periods of non-pay status where there are insufficient funds to cover the Flexible Spending Account (FSA) premium(s). If the employee is in a non-pay status and has not pre-paid the FSA allotment, their FSA account will be frozen and the employee will not be eligible for reimbursement of any health care expenses incurred during that period until he/she returns to a pay status and allotments are successfully restarted. However, if the employee has a Dependent Care Flexible Spending Account (DCFSA), dependent care expenses incurred during the period in a non-pay status which meet IRS guidelines for eligible expenses (i.e., the employee must incur the expenses in order to allow the employee and his/her spouse to work or attend school) may be reimbursed up to the FSA account balance. When the employee returns to a pay status, allotments will be recalculated based on the number of pay dates remaining in the Benefit Period.

If the employee prepays his/her premiums by accelerating allotments prior to being placed in a non-pay status, allowable health care expenses incurred during the period in a non-pay status will be eligible for reimbursement. Visit the FSAFEDS website, www.fsafeds.com for more information.

2. Q. To what extent does non-pay status affect Long Term Care (LTC) coverage?

A. Deductions cease when the employee is placed in a non-pay status and there are insufficient funds to cover the premium(s). In order for employees to continue Long Term Care (LTC) coverage, employees must make payments while in a non-pay status. Visit the LTC website, <https://www.ltcfeds.com/documents> for more information.

3. Q. To what extent does non-pay status affect Federal Employees Dental and Vision Insurance Plan (FEDVIP) coverage?

A. Deductions cease when the employee is placed in a non-pay status and there are insufficient funds to cover the premium(s). In order for employees to continue FEDVIP coverage, employees must make payments while in a non-pay status. For more information visit www.benefeds.com.

Section F: FMLA Leave during a furlough

1. Q. If an employee is furloughed during absences covered by the Family and Medical Leave Act of 1993 (FMLA), does the furlough count toward the 12-week entitlement to FMLA leave?

A. No. Consistent with applicable laws and Agency policy, furlough during absences covered by the FMLA is not counted against the 12-week FMLA entitlement.

Section G: Injury While on Furlough

1. Q. Are employees who are injured while on furlough eligible to receive workers compensation?

A. No. Workers compensation is paid to employees only if they are injured while performing their duties. Employees on furlough are not in a duty status. An employee who is receiving workers' compensation payments will continue to receive workers compensation payments during a furlough period and will continue to be charged LWOP.

2. Q. How is Continuation of Pay (COP) under the Federal Employees' Compensation Act affected by a furlough?

A. The Department of Labor's Office of Workers' Compensation Programs, which administers the Federal Employees' Compensation Act (FECA), advises that, in the event of a furlough, an employee who is disabled due to his or her injury is to be maintained in COP status during the furlough period unless the

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agency does not have monies available to pay the salary of that employee. If the agency does not have monies to pay salary during the furlough period but the agency's budget is subsequently restored in such a way as to allow for retroactive payment of salary during the furlough period, the employee should receive COP for any period of disability that occurs within the furlough. In the event an agency is legally unable to pay COP to an employee because of a furlough, the employee may file a claim for regular FECA wage loss compensation for that period.

Section H: Unemployment Compensation for Federal Employees (UCFE)

1. Q. Are employees entitled to UCFE benefits while on furlough?

A. It is possible that employees may be eligible for UCFE benefits, especially if they are on consecutive furlough days. State unemployment compensation requirements differ. Once employees are in a non-pay status they should contact their State unemployment office for more information regarding filing for unemployment benefits. The list below gives Web sites or instructions for each state when filing an initial claim for unemployment.

Alabama – <http://dir.alabama.gov/uc/>

Alaska –

http://www.labor.state.ak.us/esd_unemployment_insurance/call-centers.htm

Arizona –

<https://www.azdes.gov/landing.aspx?id=4211>

Arkansas –

<http://dws.arkansas.gov/UI/index.htm>

California – <https://eapply4ui.edd.ca.gov/>

Colorado –

<http://www.colorado.gov/cs/Satellite/CDLE-UnempBenefits/CDLE/1248095315427>

Connecticut –

<http://www.ctdol.state.ct.us/progsupt/unemployment/Claim.htm>

Delaware – <http://ui.delawareworks.com>

District of Columbia –

<http://does.dc.gov/service/unemployment-compensation-process>

Florida – <http://www.floridajobs.org/job-seekers-community-services/reemployment-assistance-center/file-a-claim>

Georgia –

http://www.dol.state.ga.us/js/file_unemployment_insurance_claim.htm

Hawaii – <http://labor.hawaii.gov>

Idaho –

<http://labor.idaho.gov/dnn/Default.aspx?TabID=681&AspxAutoDetectCookieSupport=1>

Illinois –

<http://www.ides.state.il.us/individual/certify/default.asp>

Indiana – <http://www.in.gov/dwd/2508.htm>

Iowa –

<http://www.iowaworkforce.org/ui/file1.htm#1>

Kansas –

<https://www.getkansasbenefits.com>

Kentucky – <http://www.kewes.ky.gov/>

Louisiana –

http://www.laworks.net/UnemploymentInsurance/UI_Claimants.asp

Maine –

<http://www.maine.gov/labor/unemployment/claims.html>

Maryland –

<http://www.dllr.state.md.us/employment/unemployment.shtml>

Massachusetts –

<http://www.mass.gov/lwd/unemployment-insur/>

Michigan –

<http://www.michigan.gov/uia/0,1607,7-118--77962--,00.html>

Minnesota –

<http://www.uimn.org/uimn/applicants/>

Mississippi –

<http://mdes.ms.gov/unemployment-claims/>

Missouri –

<http://www.labor.mo.gov/des/claims/>

Montana – <https://app.mt.gov/ui4u/index>

Nebraska –

<https://uibenefits.nwd.ne.gov/BPSWeb/jsp/BPSClaimantWelcome.jsp>

Nevada –

http://www.ui.nvdetr.org/UI_Agreement.html

New Hampshire –

<https://nhuis.nh.gov/claimant/>

New Jersey –

http://lwd.dol.state.nj.us/labor/ui/fileui/file_index.html

New Mexico –

<http://www.dws.state.nm.us/UnemploymentInsurance/UI/ClaimsandBenefitsSystem/NMWorforceConnectionUISystem>

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New York – <http://www.labor.ny.gov/unemploymentassistance.shtm>

North Carolina – <https://www.ncesc.com/individual/webInitialClaims/applyBegin.asp>

North Dakota – <http://www.jobsnd.com/unemployment-for-individuals>

Ohio – <http://unemployment.ohio.gov/>

Oklahoma – <https://unemployment.state.ok.us>

Oregon – <http://www.oregon.gov/employ/ui/pages/index.aspx>

Pennsylvania – <http://www.uc.pa.gov/portal/server.pt/community/eligibility/20593>

Puerto Rico – file via phone by calling 787-754-5353

Rhode Island – <http://www.dlt.ri.gov/ui/>

South Carolina – <http://dew.sc.gov/claim-land.asp>

South Dakota – <http://dlr.sd.gov/ui/uibenefits.aspx>

Tennessee – <http://www.tn.gov/labor-wfd/Claimants/appintro.html>

Texas – <http://www.twc.state.tx.us/ui/uiclaim.html>

Utah – <http://jobs.utah.gov/ui/Jobseeker/FileNew.asp>

Vermont – <http://www.labor.vermont.gov/Unemployed/ta/bid/109/Default.aspx>

Virginia – <http://www.vec.virginia.gov/unemployed>

Virgin Islands – file in person only. Contact information is listed at

<http://www.vidol.gov/OP/Contact.htm>

Washington – <http://www.esd.wa.gov/uibenefits/apply/eligibility/am-i-eligible.php>

West Virginia – http://www.wvcommerce.org/business/workforcewv/unemployment_compensation/claimants/default.aspx

Wisconsin – <http://dwd.wisconsin.gov/uiben/>

Wyoming – <https://doe.state.wy.us/InetClaims/>

Section I: Labor Management Relations Implications

1. Q. Does a furlough cancel or supersede any provision contained within the collective bargaining agreement or other Memorandum of Understanding (MOU)?

A. No. All provisions and Agency obligations contained within the collective bargaining agreements and national, regional or local MOU's remain in full force and effect.

2. Q. Are Union representatives entitled to official time during the furlough period?

A. Yes. All provisions and Agency obligations contained within the collective bargaining agreements and national, regional or local MOU's remain in full force and effect.

3. Q. Will procedures to effect the furlough be developed?

A. Yes. The Parties at the National level will negotiate implementation procedures, although the timing of these negotiations may be different for a discretionary and a shutdown furlough.

Chapter 2 – Discretionary Furloughs

Section A: General

1. Q. For discretionary furloughs necessitated by Agency or LOB funding shortfalls, is the Agency required to provide employees 30 calendar days advance written notice and an opportunity to respond prior to issuing a decision to furlough?

A. Yes. The advance written notice and opportunity to respond are required for a planned furlough of less than 30 calendar days. The employee has the opportunity to reply to the notice orally and in writing

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within fifteen (15) days from the date the employee receives notice proposing the action. The employee's response must be considered by the Agency prior to the final decision to furlough the employee.

2. Q. Are employees entitled to duty time and representation to prepare their responses?

A. Yes. 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. The timing of the grant of excused absence shall, to the maximum extent possible, be scheduled at the employee's convenience.

3. Q. Will the number of discretionary furlough days be continuous or discontinuous?

A. The Agency and the Union at the National level will negotiate the procedures the Agency will follow in the implementation of the furlough. However, a discretionary furlough may not exceed 30 continuous calendar days or 22 discontinuous work days.

4. Q. Will employees be allowed to select when they will take furlough days?

A. The Agency and the Union at the National level will negotiate the procedures the Agency will follow in the implementation of the furlough.

5. Q. Will all employees be on a discretionary furlough at the same time?

A. No.

6. Q. Are there employees that are "excepted" from the discretionary furlough?

A. No, The strict requirements of determining which employees are excepted or non-excepted is based on legally established criteria which does not apply to a discretionary furlough, as it does to a lapse of appropriation furloughs. When the Agency or LOB makes a decision to implement a discretionary furlough for 30 days or less there are no "excepted" employees.

7. Q. Would employees who are detailed or assigned outside the Agency during part, or the entire period, of a discretionary furlough be subject to furlough? What happens to staff being funded under reimbursable agreements (e.g., AIR personnel in the Military Certification Office – reimbursed by DoD)?

A. Employees on a reimbursable detail from the Agency would not be subject to furlough if full reimbursement continued. If reimbursement were reduced or eliminated, the employee would be subject to furlough. FAA employees assigned to non-Federal organizations who are on leave-without-pay from their Federal positions may continue working.

8. Q. How will the length of furlough day hours be calculated? Is this based on employees' work schedules, e.g. 8, 9, or 10 hours?

A. An employee's current work schedule, including AWS, determines the number of hours in their workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday.

9. Q. How would the Agency schedule a discretionary furlough for part-time employees?

A. For a part-time employee, the furlough requirements shall be prorated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.

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10. Q. May an employee work on a discretionary furlough day in exchange for taking a day off at another time for religious observances?

A. No.

Section F: Requests for Leave during a Furlough period

1. Q. Can an employee request to be furloughed in lieu of paid leave—i.e., annual, sick, court, military leave, or leave for bone marrow or organ donation —after receiving a furlough notice, in order to meet the furlough requirements.

A. The Agency and the Union at the National level will negotiate the procedures the Agency will follow in the implementation of the furlough.

2. Q. Can an employee substitute furlough days for absences taken pursuant to the FMLA?

A. Yes, an employee may choose to substitute furlough days for periods of absence taken under the FMLA. These periods would offset the employees furlough requirement.

3. Q. What happens to 'use of lose' annual leave that cannot be taken as a result of a furlough?

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

Section I: Payments upon Separation from Federal Service

1. Q. If there is a discretionary furlough, may employees who are separating receive a lump-sum payment for their unused annual leave?

A. The obligation of funds for a lump-sum annual leave payment is triggered by an employee's separation from Federal service. If an employee separates during a furlough period, the lump-sum annual leave payment will be paid.

Section J: Documentation of a Discretionary Furlough

1. Q. How is time on discretionary furlough documented?

A. An SF-50, "Notification of Personnel Action," must be prepared for each individual subject to furlough (or a list form of notification for a group of employees who are to be furloughed on the same day or days each pay period). A return-to-duty SF-50 is necessary only for return from a consecutive furlough, not for a return from a discontinuous furlough (nonconsecutive days).

Section K: Travel and Training

1. Q. What happens to employees who are away from their duty station on work assignment when the furlough period begins?

A. Any employee on temporary assignment away from the facility/office shall be reimbursed for expenses authorized by the FAATP during the furlough period. Travel vouchers submitted and approved in GovTrip prior to the furlough will be processed. The traveler is responsible for payment of his/her Travel Charge Card bill.

2. Q. Will employees on TDY continue to receive coverage under insurance and other provisions that typically cover employees on travel?

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A. Yes. As long as the employee is on valid TDY (e.g., employees traveling home within 24 hours of furlough, long term TDY or international assignments that have not been cancelled) the employee will be covered by the same provisions and insurance as he/she would if there had been no furlough.

3. Q. When a discretionary furlough occurs, do training courses in progress continue? Is there a distinction between technical (safety critical) and non-technical training? How much time do they have to return? Do they need to return home prior to the anticipated beginning of a shutdown?

A. If a furlough occurs, the LOB should be capable of planning the employees' furlough days around training requirements. The nature of a planned discretionary furlough allows managers flexibility to work around training requirements. As a general rule, training should only continue to the extent that it contributes to the safety of human life or preservation of property.

4. Q. Should employees on long term TDY or on international long term assignment return to their home facilities in the event of a discretionary shutdown?

A. Employees on long term TDY or international long term assignment should not break lease agreements and return home to their permanent duty station.

Chapter 3 – Shutdown Furlough (emergency shutdown or for extended emergency due to an Act of God or unforeseeable circumstances)

Section A: General

1. Q. In the event of a shutdown furlough, can an employee be furloughed without first receiving a written notice of decision to furlough?

A. Yes. While an employee must ultimately receive a written notice of decision to furlough, it is not required that such written notice be given prior to effecting the emergency furlough or in person. Advance written notice is preferable, but when prior written notice is not feasible, then any reasonable notice (e.g., telephonic, oral, personal email, or by mail promptly after the furlough) is permissible.

2. Q. Are there employees that are “excepted” from a shutdown furlough?

A. The strict requirements for determining which employees are excepted or non-excepted is based on legally established criteria which does not apply to a discretionary furlough, as it does to a lapse of appropriation furlough. When the furlough is a result of the lapse of an appropriation, the term "excepted employees" refers to employees who are excepted from a furlough, **by law** because they: (1) perform emergency work involving the safety of human life or the protection of property, (2) are involved in the orderly suspension of agency operations, or (3) perform other functions exempted from the furlough. Note: "excepted employees" is not to be confused with "employees in the excepted federal service."

3. Q. How will the length of furlough day hours be calculated? Is this based on employees' work schedules, e.g. 8, 9, or 10 hours?

A. In a shutdown furlough, non-exempted or non-excepted employees will be furloughed for the entirety of their workday.

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**Memorandum of Understanding
Between
National Air Traffic Controllers Association, AFL-CIO
And
Federal Aviation Administration**

This Memorandum of Understanding ("Agreement") is entered into by and between the National Air Traffic Controllers Association, AFL-CIO ("Union" or "NATCA"), and the Federal Aviation Administration ("Agency" or "FAA"), collectively known as "the Parties." The parties agree as follows:

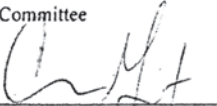
Section 1. The FAA and NATCA are committed to improving air traffic control system safety. To that end the agency agrees to work collaboratively with NATCA on the development and/or modification of Air Traffic Safety Guidance (ATO-SG) documents.

This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement.

For the National Air Traffic
Controllers Association, AFL-CIO:

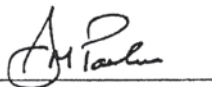

Steve Hansen
Chairman National Safety
Committee

4/22/15
Date

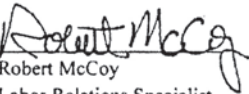

Christopher Gant
Sr. Labor Relations
Attorney

4/22/15
Date

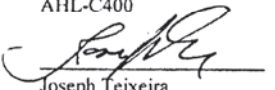
For the Federal Aviation Administration:


Mark Paulus
Technical Labor Liaison
Management Services
AJG-L11

4/8/15
Date


Robert McCoy
Labor Relations Specialist
AHL-C400

4/8/15
Date


Joseph Teixeira
Vice President for
Safety & Technical Training
AJI-0

4/8/15
Date

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ATO Fatigue Risk Management System (FRMS) Fatigue Safety Steering Committee (FSSC) Charter

1 – ATO Fatigue Risk Management System

A Fatigue Risk Management System (FRMS) is... “a scientifically based, data-driven process and systematic method used to continuously monitor and manage fatigue risks associated with fatigue-related error. It employs a multi-layered defense to proactively manage operational fatigue risk.”¹

The FAA Air Traffic Organization (ATO) FRMS facilitates improved safety of the National Airspace System (NAS) and improved performance and safety of employees by identifying fatigue hazards, classifying fatigue risks, and recommending mitigations to reduce fatigue risk.

The Vice President of ATO Safety and Technical Training has fatigue safety program responsibility within the ATO. The Fatigue Risk Management Team (FRMT) within ATO Safety and Technical Training operates the ATO FRMS in conjunction with guidance from the Fatigue Safety Steering Committee (FSSC).

2 – Commitment:

The Agency commits to provide adequate resources to support the FRMS. The Parties commit to continuous improvement of the FRMS. The Parties agree that the ATO FRMS can only be effective if all participants are aware of their responsibilities and have the commitment, skills and resources to meet those responsibilities.

3 – FSSC Purpose:

The FSSC collaborates on issues concerning operational fatigue hazards and risks across the NAS and provides direction and oversight of the FRMS.

4 – FSSC Responsibilities:

Responsibilities of the FSSC include:

- Identifying fatigue-related issues in the ATO operational work environment and providing prioritization to the FRMT.
- Receiving and reviewing operational fatigue analysis conducted by the FRMT.
- Establishing work groups, in accordance with applicable Collective Bargaining Agreements (CBA), for identified operational fatigue hazards that do not warrant an SRMP.
- Establishing Safety Risk Management Panels (SRMP) for identified operational fatigue hazards.

¹ From U.S. Department of Transportation Federal Aviation Administration Advisory Circular 120-100, Basics of Aviation Fatigue, June 7, 2010.

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- Validating fatigue safety cases and mitigation recommendations prior to disposition by the Vice President of Safety and Technical Training.
- Reviewing status of recommendations forwarded to the AJI Vice President.
- The FSSC will operate collaboratively. FSSC recommendations will be based on consensus. Consensus refers to the voluntary agreement of all representatives of the FSSC for a particular outcome.

5- FSSC Membership:

The FSSC will have the following members:

- One (1) ATO management designee.
- One (1) representative from each affected labor union.

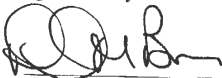
6 – FSSC Administration

The FRMT will provide support to the FSSC for the execution of its responsibilities. In this regard, the FRMT will:

- Facilitate and support the activities of SRMPs and workgroups established by the FSSC.
- Support the FSSC review process of fatigue-related analyses and validation of safety cases and mitigation recommendations.
- Facilitate and support the FSSC meetings.
 - Collect, prepare and distribute meeting agenda items and preparatory materials no later than 14 days in advance of scheduled meetings.
 - Provide a status on each element of the FRMT work plan at each FSSC meeting.
 - Provide briefings on FRMS-related information that has been prepared for, or provided to, external organizations.
 - At the request of the FSSC, coordinate for the participation of subject matter experts.
 - Inform the FSSC regarding the status of recommendations under consideration by the AJI Vice President.

Meeting notes will be recorded and maintained by the FRMT and distributed to FSSC members. The notes will be considered the official record of the FSSC once approved by FSSC members.

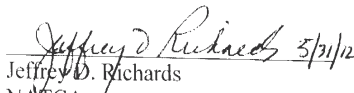
Meetings will be scheduled once per quarter. Additional meetings may be scheduled as agreed to by the FSSC members.



David M. Boone
FAA

5/31/12

Date



Jeffrey D. Richards
NATCA

Date

Appendix P-7

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 process for reviewing facility level retention for developmental career level employees in facilities subject to a facility level decrease in accordance with Appendix A of the Parties' Collective Bargaining Agreement ("CBA") entitled "Complexity Formula for Terminal and En Route Pay Setting by Facility" ("Appendix A").

Section 1. Either Party may, through the Collaborative Steering Committee ("CSC") advise the other of training delays affecting specific facilities or individual employees in facilities that have been subject to a facility level decrease in accordance with Appendix A, when the delayed employee(s) are subject to facility level retention in accordance with Article 108, Section 10(B).

Section 2. Within thirty (30) days of the notice provided in Section 1, the CSC shall appoint a workgroup of not more than four (4) members, two from each Party, that shall review the training records, training plans, reasons that employees have not certified within two years of the facility level decrease, and all other material the workgroup deems appropriate.

Section 3. Within sixty (60) days of its appointment, the workgroup shall provide a report and recommendation to the CSC.


Section 4. All employees shall receive benefits in accordance with Article 108, Section 10 of the Parties' Collective Bargaining Agreement, unless specifically agreed to by the Parties on a facility-by-facility and/or individual case-by-case basis.

Section 5. The CSC shall make a final determination as to the resolution of the issue in question. All agreements shall be reduced to writing.

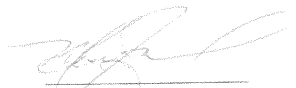
Section 6. This Agreement shall have no precedential value and shall not be used by either party for any reason unrelated to the application, interpretation, and/or enforcement of this Agreement.

For the Union:

For the Agency:



Patricia Gilbert
Executive Vice President



Michael McCormick
Vice President Management Services

Date: July 13, 2012

Appendix P-8

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 NATCA representatives working on the safety programs detailed in this MOU.

Section 1. The Union may designate one National Representative to the ATSAP Analysis Team (AAT) to provide critical technical advice to the Office of Safety. This representative will serve as the co-lead on the AAT, and assist in detailed analysis on specific safety issues reported within ATSAP, the Confidential Information Share Program (CISP), or as requested by the ERCs. The AAT Representative is also designated as an Aviation Safety Information Analysis and Sharing (ASIAS) and/or Commercial Aviation Safety Team (CAST) Representative.

Section 2. The Union may designate two (2) representatives, one terminal and one En-Route, for each Event Review Committee (ERC). ERC meetings may be convened either in person or via teleconference. Designated ERC Representatives may attend ERC meetings to ensure operational expertise in both terminal and en-route specialties are represented. The Parties shall jointly determine the number of ERC's.

Section 3. The Union may designate one ERC analyst per ERC. The Union may designate four (4) analysts to serve on the AAT. Additional ERC or AAT analysts may be added as deemed necessary upon mutual agreement of the Parties at the National level.

Section 4. The Union may designate additional representatives with specialized knowledge in certain areas (e.g., Flight Service, ATOP, Oceanic, TMU) to advise the ERC for individual occasions when the ERC determines such expertise is needed.

Section 5. The Union may designate representatives to participate in ASIAS Directed Studies. The Parties shall jointly determine the number and function of these representatives, and what additional areas of expertise, if any, may be needed.

Section 6. Union participants assigned to ATSAP must be allowed to maintain currency at his/her facility of record. It is the desire of both Parties that these individuals are certified and current when selected.

Section 7. The Union may designate a Service Area Safety Representative for each Service Area. The Service Area Safety Representative shall work in collaboration with the Agency and facilitate the support of safety programs/initiatives within each Service Area office. He/she shall serve as the Union's principal link to safety programs (e.g. ATSAP, CRM, Risk Analysis Programs, Partnership for Safety) within each Service Area and endeavor to facilitate the

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resolution of any related issues with regard to the implementation and support of ATO safety programs. The Service Area Safety Representative will be allowed to participate as a full member of the RAP team.

Section 8. Within thirty (30) days of the signing of this agreement the Parties at the national level will meet to discuss the requirements dealing with continued ATSAP training and implementation issues. The Parties shall collaborate in the development of any subsequent training derived from ATSAP. If for some reason the Parties are not able to reach agreement on any portion of the training, the matter will be handled in accordance with Article 7 of the Collective Bargaining Agreement.

Section 9. Absent an emergency or other special circumstances, Union designees participating in the programs described in this Agreement shall be released from operational schedules to participate, afforded duty time, travel and per diem for all activities to include a reasonable amount of travel time to participate. Union designees shall be provided sufficient resources (room space, computers, other electronic equipment, etc) required to fulfill the duties of the position.

Section 10. Any modification or changes to the provisions of this Agreement shall only be made by mutual agreement of the Parties.

Section 11. Nothing in this Agreement shall be construed as a waiver of any right guaranteed to the Union under law, rule, regulation, or Collective Bargaining Agreement.

Section 12. This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement unless otherwise agreed upon.

For NATCA:



Phil Barbarello

Steve Hansen

Date: 10-26-2011

For the FAA:



Joseph Teixeira

Mark Guidt

Date: 10-26-2011

Appendix P-9

MEMORANDUM OF UNDERSTANDING SPACING EFFICIENCY TOOL (SET)

This Agreement is made between the National Air traffic Controller Association (“NATCA” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”), collectively known as “the Parties.” It includes the bargaining units consisting of Air Traffic Control Specialists, Traffic Management Coordinators/Specialists and Staff Support Specialists. This Agreement represents the complete understanding between the Parties at the national level concerning all issues regarding the development, testing, deployment, and evaluation of existing and future technologies under the Spacing Efficiency Tool (SET).

Section 1. A National SET Article 48 Representative shall be appointed to participate on the National SET workgroup in accordance with Article 48 of the Parties Collective Bargaining Agreement (CBA). This Representative will provide an operational perspective into the development, testing, deployment and evaluation of SET activities.

Section 2. The SET National Workgroup (SNW) will be comprised of two (2) Agency representatives and the National SET Article 48 representative. The SNW will make decisions collaboratively. A quorum consisting of a minimum of one (1) representative from the Agency and the Union is required for all collaborative decisions. The SNW will also serve as the SET Development team and Testing Group. The SNW will review all recommendations and determine which will be adapted. The SNW will document, prioritize, and schedule all adapted recommendations.

Section 3. The NATCA SNW representative shall be invited to participate in briefings and meetings affecting the development, testing, deployment or evaluation of SET initiatives. The Agency shall be responsible for notifying the NATCA SET Representative of any such activities.

Section 4. The NATCA SNW representative shall be in a duty status for all SET activities, to include a reasonable amount of time for travel to all such meetings that are conducted face to face. Additionally, they shall be afforded a reasonable amount of duty time to communicate with NATCA regarding the status of any SET initiatives.

Section 5. The Union representative shall be provided with access to computers, phones, and other resources that may be required to properly fulfill their roles. The Agency shall make every reasonable effort to provide workspace for the National SET Representative to utilize when participating in SET activities.

Section 6. The Agency shall provide the NATCA SNW Representative with written updates detailing any changes to implementation timelines for any SET initiative.

Section 7. The NATCA SNW Representative shall be invited to review and comment on SET implementation and evaluation reports.

Section 8. The NATCA SNW Representative and the Agency will collaborate to identify the content of all training related to SET activities.

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Section 9. The SNW has determined that no portion of training related to the deployment of SET technology shall be pass/fail in nature.

Section 10. SET related eLMS training shall be provided to any bargaining unit employee using SET. The ATM or his/her designee will provide a verbal briefing on SET to all bargaining unit employees at each facility where SET is implemented.

Section 11. The Agency has determined that information derived from SET will only be used to identify aggregate systemic or organizational operational and/or safety issues and will not be attributed to or be used to identify individual employees.

Section 12. The Parties agree to develop a joint Q&A to be attached and read in conjunction with this Agreement.

Section 13. Union representatives at the local level shall be provided an access level to the SET program, equal to that of their Agency counterpart(s) and shall be invited to all briefings and meetings in regard to the use of the SET program that involves their respective facility.

Section 14. All SET program settings and local adaptations (e.g.: SET Zone, SET Point and local runway adaptations) shall be set by mutual agreement of the Parties at the local level.


Section 15. Where this agreement is inconsistent or in conflict with any local or regional MOU, the terms of this MOU shall supersede.

Section 16. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.


Section 17. 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.


For the Union:

For the Agency:


Phil Barbarello 2-28-13
Date


Eddie Dill 2/28/13
Date


Dean Iacopelli 2-28-13
Date


Michael Doss 2-27-13
Date

Appendix P-9

SPACING EFFICIENCY TOOL (SET) MEMORANDUM OF UNDERSTANDING QUESTIONS AND ANSWERS

Q. 1. What is included in the eLMS training?

A. 1. The eLMS training will give an overview and explanation of how SET.

Q. 2. Does everyone in the facility have to take eLMS training?

A. 2. No, only those employees that intend to access the SET data. All other employees will be provided a verbal briefing that provides an overview of the SET.

Q. 3. Can the information and/or data derived from SET be used as the basis for, or in support of, discipline for any bargaining unit employee?

A. 3. No. The information is only to be used for systemic or organizational purposes and cannot be attributed to or used to identify an individual employee.

Q. 4. Can the information and/or data derived from SET be used as part of an employee's Individual Performance Management (IPM)?

A. 4. No. The information is only to be used for systemic or organizational purposes and cannot be attributed to or used to identify an individual employee.

Q. 5. Do all runway configuration requires the same SET program settings?

A. 5. No. It is likely that each runway configuration will have its own setting that shall be set my mutual agreement of the Parties at the local level.

Appendix P-10

National Air Traffic Controllers Association
AFL-CIO



VIA CERTIFIED MAIL

December 4, 2014

Debbie Christianson
Labor Relations Specialist
Collective Bargaining Service Division, AHL-300
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Certified Mail Number: 7012 0470 0001 3701 8755

Re: Spacing Efficiency Tool Memorandum of Understanding

Dear Ms. Christianson:

This letter is to confirm the agreement of the National Air Traffic Controllers Association (NATCA) and the Federal Aviation Administration (FAA) that the Arrival and Departure Rate Decision Support Tool (ADEST) and any other related future technologies that are developed, tested, deployed, and/or evaluated by the FAA are covered by the Parties' existing Spacing Efficiency Tool (SET) Memorandum of Understanding, dated February 28, 2013.

Sincerely,

Anna A. Jancewicz
Director of Labor Relations, NATCA

For the Federal Aviation
Administration:

12/15/2014
Date

cc: National Executive Board
Labor Relations
John McFall, FAA
Ken Parton, FAA
Theodore Byrne, FAA
Michael McCormick, FAA
Shelly Mlakur, FAA
Michael Doss, FAA

Appendix P-11

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND
THE FEDERAL AVIATION ADMINISTRATION
REGARDING FLIGHT DECK TRAINING (FDT)**

This Memorandum of Understanding (MOU) is 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 referred to as the "Parties". It represents the Parties' agreement regarding the procedures for bargaining unit employees to participate in the voluntary Flight Deck Training (FDT) program under the Order dated May 1, 2012.

This MOU has an attachment in a question and answer format in an attempt to ensure managers and bargaining unit employees are completely aware of the Parties understanding of the items contained within the FDT Order.

Section 1. If a participant is denied access to the flight deck on both preferred and alternate flights on an interim outbound or any return leg of flight deck training, the participant shall notify the Approving Authority, review alternatives, and receive instructions on what alternative flight is authorized. Participating employees shall be in a duty status on scheduled shifts(s) when flight deck opportunities were denied for the entire day. They shall also be on duty status during the ultimate return flight.

Section 2. When the facility is using a CIC to provide watch coverage, participants on authorized Flight Deck Training shall be provided with the contact information of their Approving Authority.

Section 3. The Parties at the local level will negotiate the procedure for notification and distribution of military FDT opportunities to eligible individuals in accordance with the FDT Order JO 3120.29B.

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(1) Question: Who is eligible to participate in Flight Deck Training during this notice period?

Answer: Under this Order, any 2152 series Air Traffic Specialists, Traffic Management Coordinators, and Staff Specialists who are operationally current and medically qualified. You must also meet the following conditions:

- a. For En Route or TRACON, you must be certified on a minimum of two (2) operational positions excluding Flight Data/ A-Side positions.
- b. For Towers, you must be certified on a minimum of Flight Data/Clearance Delivery Positions and one ground Control Position.
- c. For Flight Service Specialists, you must be certified on a minimum of two (2) operational positions including the pre-flight position.

(2) Question: What is required and what do I have to do in order to participate?

Answer: All eligible specialists must complete training on the Flight Deck Training Order, and review this MOU prior to participation. Required training includes a verbal briefing on the Order, the MOU, and watching a training video. Agency approval is required for all Flight Deck Training.

(3) Question: Why do I have to be in a duty status to participate?

Answer: This program is training designed to enhance your understanding of the air traffic system and specifically how air traffic specialists interact with flight deck crew. All official training must be accomplished while in a duty status.

(4) Question: Can I take Flight Deck Training in conjunction with leave?

Answer: No. Flight Deck Training is official training designed to enhance the Agency's ability to perform its mission. It is not meant for free travel, nor is it designed to enable an employee to augment his/her vacation. No annual leave will be approved in conjunction with this program except for instances where an individual's training request is insufficient to fulfill the employee's scheduled shift on the day that flight deck training is conducted. For example, an employee requests to take a two (2) hour Flight Deck Training Flight. When you include the 90-minute pre-flight duty time and the 1-hour post flight duty time a manager can approve the employee to take the remaining hours of their shift as approved annual leave.

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(5) Question: What if my total flight time is more than my scheduled duty shift?

Answer: Managers should ensure that all training can be conducted within an employee's scheduled duty shift. Flights that are in excess of the scheduled duty shift, including the pre-flight and post flight time should not be approved. In the event of unanticipated delays or participation originating in Guam, and the flight deck training exceeds the participant's duty hours, overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

(6) Question: An employee lives in New York and wants to take a Flight Deck Training flight to Seattle. Their requested flights include a 2-½ hour flight to Chicago, a three (3) hour layover and then a three (3) hour flight to Seattle. Since their actual flying time fits into their eight (8) hour scheduled duty shift, can they be authorized to take these flights?

Answer: Yes and No. If the request comes to the Approving Authority indicating total time of 8 ½ hours the official should disapprove it. While the flight time is only 5 ½ hours the employee must also factor in a period of up to 90 minutes pre-flight time and up to one (1) hour post flight duty period. Including the layover, the employee will exceed an eight (8) hour duty day and therefore the request should not be approved. However, an employee may request a basic work day consisting of non-consecutive hours. In this instance, the employee must make an advance request for non-consecutive hours along with the training request so that the hours on their layover are in a non-duty status. If the request for non-consecutive hours allows for the training to be accomplished within eight hours, the training request may be approved. Layover time may be in a duty status so long as the total travel time is under 8 hours.

NOTE-varying scheduled duty shifts such as 7, 9, and 10-hour shifts will allow for differing flight deck training calculations.

(7) Question: Will an employee get overtime if their scheduled duty shift is exceeded?

Answer: Yes. If they are on an 8-hour duty day schedule, and their flight deck training time exceeds eight hours, they are entitled to overtime pay for all time in excess of eight hours. Approving Authorities must be aware of this when approving Flight Deck Training requests. Approving Authorities should make every reasonable effort to ensure that training requests can be completed within an employee's regularly assigned duty day.

(8) Question: A higher priority jump-seat occupant has bumped an employee on their preferred and secondary outgoing flight, what should they do?

Answer: The employee should immediately call their facility. An Approving Authority will give the employee instruction on what to do with the remaining portion of their shift. The FDT will be cancelled and it will not count against the employee's total number of permitted flights.

Appendix P-11

(9) Question: An Employee is bumped on both their preferred and alternate return flights or an interim outbound leg. What should they do?

Answer: They should first check with the carrier that they were authorized to train on to see if the carrier has an alternative flight for their return. If the carrier does not, then check other airline schedules and see if they have any return flights. Employees must not solicit for a flight. Once an employee has researched alternative flights, they are required to call their facility/duty station and ask for guidance. When the Approving Authority gives authorization, the employee may then make pen and ink changes to their FAA Form 3120-37 as well as Form 3120-38 and request access to the flight deck from the carrier.

(10) Question: Can an employee take a FDT on a Holiday or day in lieu of a holiday?

Answer: No

(12) Question: What specific issues disqualify an eligible employee from participating in FDT under this notice?

Answer:

- a. When temporarily medically incapacitated.
- b. When in any category leave status, paid or non-paid, or when receiving continuation of pay benefits under the Federal Employees' Compensation Act.
- c. When a participant is unable to meet the criteria of FAA Order 8900.1, Par 3-42B, Admission to Flight Deck-Physical, Cognitive, Language Capabilities.
- d. When their security clearance is suspended or revoked.
- e. When identified with, or in treatment for substance abuse problem.
- f. When suspended from the program.

(13) Question: How should an employee be groomed and attired when taking Flight Deck Training?

Answer: The Agency expects employees to be neatly groomed and dressed in business attire; however, each provider may have specific requirements, which are out of the Agency's control. Employees can expect each airline to require them to be dressed in professional business attire. Some providers will also dictate grooming such as no beards. Employees will receive each provider's expectations prior to their training and are expected to comply with the provider's requirements in this regard.

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(14) Question: An employee is on their return flight and is bumped off their preferred and alternate flights. The next available flight is not until the following morning. Will the Agency reimburse the employee for any expenses?

Answer: No. Flight Deck Training is voluntary. The Agency does not require anyone to participate. Any expenses incurred as a result are borne by the participant.

(15) Question: What is the priority level of all types of leave versus FDT participation?

Answer: Competing requests for annual leave shall take priority over flight deck training requests. Already approved flight deck training will not be cancelled due to subsequent annual leave requests.

(16) Question: Can a CIC approve Flight Deck Training?

Answer: No. Flight Deck Training can only be approved by an Approving Authority. A CIC is not designated as an approving official.

(17) Question: How many training trips may an employee take under this notice?

Answer: An employee may be authorized to take up to two trips per calendar year on air carrier/air cargo providers and General Aviation (GA) aircraft. Where available, participants may take one (1) FDT flight per calendar year on military aircraft. One (1) additional air carrier/air cargo flight per calendar year may be authorized by the FDT PMO when, in conjunction with an ATSAP Event Review Committee (ERC) or other authorized ATSAP follow up review process, an employee accepts a recommendation to participate in FDT.

(18) Question: After boarding the aircraft, the pilot-in-command instructs an employee to take a seat in the back of the aircraft. What should the employee do?

Answer: The employee should inform the pilot that they are required to sit in the flight deck. If the pilot-in-command insists and the aircraft door is still open, the employee should get off the plane and call the Approving Authority for direction. If the employee cannot exit the aircraft, they should follow the pilot's instruction. The employee shall also note on their training form that the pilot directed them to exit the cockpit.

(19) Question: What is the "CASS?"

Answer: Cockpit Access Security System is a system that enables gate agents to query records of airline/FAA employees authorized to access the flight deck. All FDT participants will be entered into the system. The FDT Program Management Office will coordinate with FAA Security (AJR-2) and enter participants' information into CASS. The CASS shall contain first name, last name, a portrait photo, participant's ID number (located on the back of the PIV card in the bottom left hand corner), badge expiration date, and FDT confirmation number.

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(20) Question: Who pays for postage if the forms are submitted via mail in lieu of email or fax and who is responsible for providing the photo?

Answer: At facilities with the capability to provide photographs and postage, these responsibilities and costs associated with such will be borne by the Agency. At facilities without the capabilities for such, the costs associated will be borne by the participant.

(21) Question: What is expected of employees while on the flight deck?

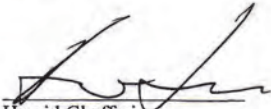
Answer: Employees are expected to act in a professional manner and follow flight crew instructions. They are required to safeguard information such as Federal Air Marshals or Federal Flight Deck Officers who are present. They may also be required to observe cockpit security rules and any other provider requirement such as sterile cockpit rules below 10,000 feet.

(22) Question: An employee routinely provides services to international flights. Can the employee take a training flight to an international destination?

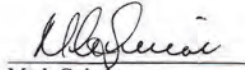
Answer: No. All training must be domestic or overseas domestic (such as San Juan, Hawaii, Guam or St. Thomas).

This MOU shall remain in effect for the duration of the 2009 Collective Bargaining Agreement between NATCA and the FAA (for the ATC, NOTAM, and TMU bargaining units).

For the Union:


Hamid Ghaffari

For the Agency:


Mark Guidic

Appendix P-12

Memorandum of Understanding

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." The Parties agree that the intent of this MOU is to facilitate the placement of Air Traffic Control Specialists to air traffic control facilities (e.g.: Vacancy Announcements, Employee Requested Reassignments (ERRs), Hardships, Training Failures, and New Hires). This Agreement represents the complete understanding of the Parties at the national level concerning Air Traffic Control Specialist Staffing Targets for Air Traffic Control Specialist positions located in field facilities.

Section 1. The facility Staffing Target is a combination of the facility specific Certified Professional Controller (CPC) staffing level and the facility specific trainee (e.g.: CPC-IT, developmental) staffing level. The Agency agrees to collaborate with the Union in the development of these levels. These Targets will be comprised of:

- a. The number of CPCs necessary to meet facility operational/contractual/statutory requirements, including resources to develop, evaluate, and implement processes and/or initiatives affecting the National Airspace System; and,
- b. The number of trainees needed in the pipeline to maintain the number of CPCs based upon the facility's forecasted gains and losses. The forecasted timeframe is based on the facility's training cycle (time to certify). This pipeline trainee target is dynamic, so the number of required trainees will decrease or increase as staffing gains and losses (actuals and projections) occur.

Section 2. Facility Staffing Targets will be used as a basis for Agency placement decisions. This Agreement does not bind the Agency to hire to a particular National or facility level nor does it constitute an election by the Agency to negotiate staffing numbers.

Section 3. Nothing in this Agreement constitutes a waiver of any right guaranteed to either Party under law, rule, regulation, Memoranda of Understanding, or the NATCA/FAA Collective Bargaining Agreement.

Section 4. This Agreement shall be periodically reviewed for effectiveness. The parties agree to work collaboratively in an effort to address and/or resolve any identified concerns.

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Section 5. This Agreement shall remain in effect for the duration of the Parties' 2009 Collective Bargaining Agreement.

Signed this 17th day of October 2014

For the Union:




Phil Barbarello
NATCA



Bryan Zilonis
NATCA



Dean Iacopelli
NATCA



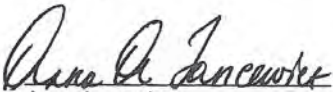
Jeffrey D Richards
NATCA



Andrew LeBovidge
NATCA

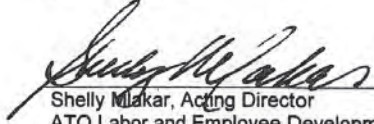


Eugene Freedman
Special Counsel to the NATCA
President

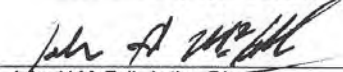


Anna Jancewicz
Director of Labor Relations
NATCA

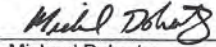
For the Agency:



Shelly Makar, Acting Director
ATO Labor and Employee Development



John H McFall, Acting Director
Employee and Labor Management Relations
Federal Aviation Administration



Michael Doherty
Senior Attorney, AGC-100

Appendix P-13

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND
THE FEDERAL AVIATION ADMINISTRATION
REGARDING THE ASSUMPTION OF
WEATHER OBSERVATION DUTIES IN FAA
AIR TRAFFIC CONTROL TOWER FACILITIES**

This Memorandum of Understanding (MOU) is 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 referred to as the "Parties". It represents the Parties' agreement regarding the Certified Weather Observers (CWO) transition initiative.

Section 1. The Agency shall provide the Union with a list of those facilities that will transition into the Limited Aviation Weather Reporting Station (LAWRS) program. The list will include the facility name, projected date of termination of transition into the LAWRS program and the date by which employees will assume weather observation duties. The list will be attached to this Agreement as Appendix A.

In the event the Agency intends to add any facility to Appendix A, they will provide no less than sixty (60) days notice of any addition.

Section 2. The Agency will ensure that adequate and consistent training is provided to employees prior to taking the LAWRS certification test and being required to perform LAWRS observations.

Section 3. The Agency has determined that LAWRS observations can only be taken from within the tower cab and employees shall not be required to go outside to conduct a LAWRS observation.

Section 4. The Agency has determined that employees assigned to the facility prior to the CWO transition initiative shall not be required to achieve LAWRS certification as part of the overall facility Certified Professional Controller (CPC) and/or Controller In Charge (CIC) certifications. Employees who are unable to achieve LAWRS certification after their initial testing shall be afforded the training necessary to attain their LAWRS certification.

Section 5. The Agency has determined that the only medical qualifications necessary to attain LAWRS certification are those contained in FAA Order 3930.3B.

Section 6. The Parties at the local level shall negotiate the placement of all equipment used by bargaining unit employees associated with the LAWRS operations.

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Section 7. If the Agency assumes responsibility for administering the Observer Certification Program from the National Weather Service (NWS), the Parties at the national level will collaborate to develop the new certification test, necessary training and currency requirements.

Section 8. There is no requirement for an employee to have a LAWRS certificate in their possession.

Section 9. The Agency shall not bill/charge employees for an original LAWRS certificate or replacement certificate if lost or stolen.

Signed this 8 day of April, 2013

For the Union:



Phil Barbarello

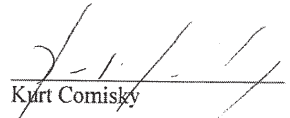
For the Agency:



Eddie J Dill



Dean Iacopelli



Kurt Comisky

Appendix P-14

**Memorandum Of Understanding
Between the
National Air Traffic Controllers Association, AFL-CIO
And the
Federal Aviation Administration**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the National Air Traffic Controllers Association – AFL-CIO (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively referred to as the “Parties.” This Agreement represents the complete understanding between the Parties regarding the use of the Currency Dashboard. The Currency Dashboard system is designed for all employees to have access to monthly currency statistics. It will display individual currency information as well as detailed currency reports by facility and areas within a facility.

This Agreement is applicable to Air Traffic Controller Specialists, Traffic Management Coordinators/Specialists, and Staff Support Specialists, who maintain currency.

- Section 1.** All Bargaining Unit Employees (BUE) that maintain currency will receive a briefing on the information necessary to access and utilize the Currency Dashboard. All employees will be granted access to the Currency Dashboard. Upon receiving a briefing CICs will utilize Currency Dashboard as described in Section 2 of this agreement.
- Section 2.** The Currency Dashboard will be used by BUEs when performing Controller in Charge (CIC) duties on the first day of the calendar month to ensure employees who have not met their currency requirements for the previous calendar month are not assigned operational duties. BUEs may access the tool for individual currency information.
- Section 3.** Employees not meeting monthly currency requirements shall be scheduled for recertification on their first scheduled shift of the month following the calendar month in which currency requirements were not met, or as soon as practicable thereafter, on an employee’s regularly scheduled shift.
- Section 4.** This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.
- Section 5.** This Agreement will terminate upon the expiration of the Parties’ 2009 Collective Bargaining Agreement, unless specifically extended by mutual agreement of the Parties.

Appendix P-14

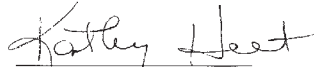
Signed this 29th day of February 2016.


For NATCA:


Dean Iacopelli


Phil Barbarello

For FAA:


Kathy Heet

 3/2/16
Chad Timm

 3/2/16
Carol McCraey

Appendix P-15

MEMORANDUM OF UNDERSTANDING
Between the
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION – AFL-CIO
and the
FEDERAL AVIATION ADMINISTRATION

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the National Air Traffic Controllers Association – AFL-CIO (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively referred to as the “Parties.” This Agreement represents the complete understanding between the Parties regarding the Agency’s implementation of MedXPress.

This Agreement is applicable to Air Traffic Controller Specialists, Traffic Management Coordinators/Specialists, and Staff Support Specialists, who maintain currency, and any other Bargaining Unit Employee required to have a medical clearance.

Section 1. The MedXPress system is designed for all applicants and employees to electronically complete and submit the application for Airman Medical Certificate (FAA Form 8500-8). The Agency shall notify the Union at least thirty (30) days prior to mandating NATCA Bargaining Unit Employees to utilize MedXPress.

Section 2. Prior to implementation, Bargaining Unit Employees will receive a briefing on all information necessary to access and utilize the MedXPress system.

Section 3. Access to information contained within the MedXPress system shall be password protected and restricted to each individual employee, the Regional Flight Surgeon (“RFS”), Aviation Medical Examiner (AME), and other FAA representatives consistent with all applicable laws, the Parties’ Collective Bargaining Agreement (“CBA”) and the Agency’s policies, orders, rules and regulations. Bargaining Unit Employees will not be required to access or maintain a FAA.gov email address for the purpose of accessing the MedXPress system.

Section 4. For employees who do not have personal workstation with computer and printer access, a computer and printer for the purpose of using MedXPress, will be provided in a location mutually agreeable to both Parties at the local level that provides employees with privacy. MedXPress is accessible from the public Internet.

Section 5. MedXPress shall be accessible in any of the following browsers: Google Chrome, Microsoft Explorer, Mozilla Firefox and Apple Safari. Employees shall be granted sufficient duty time, if otherwise in a duty status, to access and utilize MedXPress

Section 6. Employees shall set up their MedXpress account, and complete a new application electronically for Medical Clearance (FAA form 8500-8) in preparation for their physical examination by an AME. Upon initial MedXpress application creation, the employee shall enter a unique personal ID (Applicant ID) to be supplied by the agency. Employees shall have the option to save a copy of the online application within MedXpress until submitted. Prior to submitting the application, the employee shall be able to modify it for up to thirty (30) days from the initial creation date of the application. If an application remains in an un-submitted state for over thirty (30) days, it shall be deleted by the system. Upon application submission, the employee shall be able to view and print the submitted application. At the time of submission, the employee shall also be able to save an electronic copy of the submitted application on a medium of their choosing. Until the application has been submitted, the Agency will not track, monitor or use the information for any purpose.

Appendix P-15

Section 7. After submission of the application in MedXpress the employee will receive a confirmation email sent by the FAA to the email address entered by the employee when creating their MedXpress account. This email address will be used by the Agency for all MedXpress correspondence. The confirmation email shall serve as proof of application submission and will contain a confirmation number that the employee will need to provide to the AME to perform the physical examination. If an employee is not examined by an AME within sixty (60) days of the application submission date, the application shall be deleted by the system. The Agency will not track or maintain a record of the application once deleted from the system.

Section 8. While in the AME office, the employee may elect to modify their responses after discussion and clarification with the AME, who will be responsible for recording the changes. If amendments are made the employee will be provided a copy of the amended form. The system will maintain an audit trail showing original information as submitted by the employee and revised information as entered by the AME. If changes were made to the application, the RFS office shall provide an electronic copy of the completed/revised application summary sheet (8500-8 including audit trail changes) to the employee via encrypted email.

Section 9. Upon receipt of the application summary sheet, the bargaining unit employee shall advise the RFS as soon as possible but not more than fourteen (14) calendar days, in writing, of any inaccuracies in the fields modified by the AME. If the bargaining unit employee was not at work during the entire 14-day period, they must submit corrections before performing safety related duties. The RFS office shall provide an electronic copy of the completed/revised application summary sheet and the written amendments to the employee via encrypted email.

Section 10. The RFS will attempt to contact the bargaining unit employee before prohibiting the employee from performing safety related duties based upon changes made by the AME.

Section 11. Nothing in this Agreement waives any rights employees and the Union would otherwise have under the NATCA/FAA Collective Bargaining Agreements, Memoranda of Understanding, applicable laws, rules, regulations and past practice.

Section 12. This Agreement shall remain in full force and effect for the life of the current Collective Bargaining Agreement.

Signed this 3 day of June 2016.

For NATCA:



Phil Barbarello

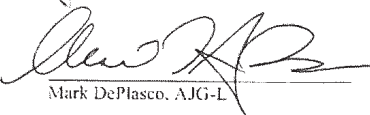

Dean Iacopelli


Ryan Smith

For the Agency:



Carol McCrery, AHL-300


James R. Fraser, MD-AAM


Mark DePlasco, AJG-L

Signed this 14th day of July, 2016.

For the Union:



Dean Iacopelli
Chief Negotiator



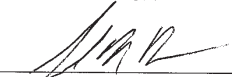
Phil Barbarello
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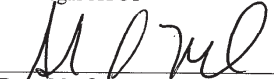
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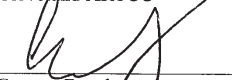
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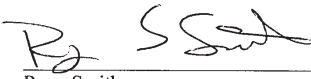
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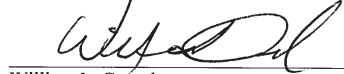


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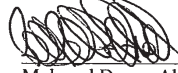


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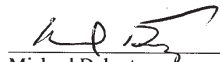
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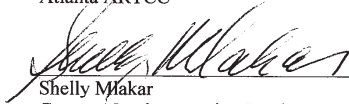
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Executive Officer
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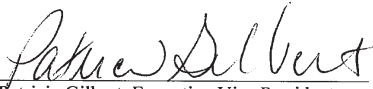


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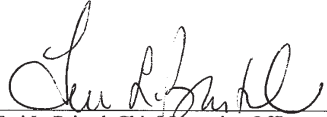


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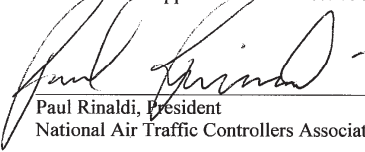


Patricia Gilbert, Executive Vice President
National Air Traffic Controllers Association



Teri L. Bristol, Chief Operating Officer
Federal Aviation Administration

This agreement between the Federal Aviation Administration and the National Air Traffic Controllers Association is approved and is effective July 24, 2016.



Paul Rinaldi, President
National Air Traffic Controllers Association



Michael Huerta, Administrator
Federal Aviation Administration

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