Agreement

between the

National Air Traffic Controllers Association

Integrated Contract

AFL-CIO

and the

Federal Aviation Administration

U.S. Department of Transportation

January 14, 2025

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ARTICLE 1
Parties to the Agreement

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

ARTICLE 2
Union Recognition and Representation

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

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

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

Section 4. When the Union designates a nonresident Union Representative, absent an emergency or other special circumstances at the facility/office at which they are employed, they shall be made available to carry out their functions under this Agreement. A nonresident Union Representative is entitled to official time in accordance with Section 15, for the facility/office being represented, but is not entitled to official time for travel or to travel and per diem allowances. The management representative assigned to the facility/ office at which the Union has designated a nonresident Union Representative shall deal with the nonresident Union Representative in person, via telephone, by letter or otherwise mutually agreeable method, on all matters covered under this Agreement or otherwise required by law.

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

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

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

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

Section 9. The Union Representatives specified in the above Sections of this Article are the only individuals authorized to represent the Union in dealings with FAA officials at the respective

levels specified in this Article. Management officials shall not meet/ deal with any other Union official, other than the designated Union official at their respective level, unless otherwise agreed to by the Union.

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

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

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

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

Section 14. The Representatives identified in this Article or a designee shall be granted sixteen (16) hours of excused absence to receive orientation on the meaning of Articles of this Agreement. In the event any of these Representatives are officially replaced, their successor will be granted sixteen (16) hours of excused absence to receive orientation on the meaning of the Articles in this Agreement, provided they have previously not received this time. Unless staffing and workload do not permit, excused absence not to exceed eight (8) hours shall be granted for on-site briefings for other designated Union Representatives.

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

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

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

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

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

The Union Representative should notify the Manager of their intention to perform representational duties off the premises and the Manager may impose some reasonable requirement as to periodic call- ins or similar communication as a protection against unexpected emergency need for the representative's return to duty.

Section 16. Union Representatives shall record via the Agency's automated official time tracking system, the appropriate category into which the use of all such official time falls as defined below.

Upon review of the data, if it is determined the time is not being recorded accurately, the Parties agree to meet at the National level to resolve the problem.

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

Mid-Term Negotiations: Includes time used by Union Representatives for, or in preparation for, negotiations occurring during the term of that agreement (i.e., mid-term bargaining).

This category includes both interest based and position based negotiations. FMCS, FSIP, and interest arbitration services are also included in this category.

Dispute Resolution: Official time granted for employee representation functions in connection with such things as grievances, arbitrations, adverse actions, alternative dispute resolution (ADR), and other labor relations complaint and appellate processes. This category may also include union counseling of employees on problems, phone calls, e-mails, and meetings with Management concerning employee complaints/problems that are pre-grievance or pre-complaint, but not part of any formal ADR process.

General Labor-Management Relationship: Official time authorized for representational functions in connection with all other activities not covered by the categories of Negotiations and Dispute Resolution. This category might include

labor-management committees, partnership activities where the Union is represented, consultation, pre-decisional meetings, walk-around time for OSHA inspections, labor-relations training for Union Representatives, and formal and Weingarten-type meetings under 5 USC§7114(a)(2)(A) and (B).

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

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

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

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

ARTICLE 3
Rights of Union Officials

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

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

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

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

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

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

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

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

Section 6. Basic pay of Union officials who are elected or appointed to serve in an official

capacity as a representative of the Union, and who have been granted LWOP under this Article, shall be set as though the employee never left the applicable pay band of their assigned position of record, accruing all annual increases to which they would have been entitled.

ARTICLE 4
Employee Rights

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

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

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

Section 3. Employee participation in charitable drives and U.S. Savings Bond campaigns is voluntary. The Agency shall not schedule mandatory briefings/meetings to discuss charitable drives/U.S. Savings Bond participation. Employees will be voluntarily excused from any portion of a briefing/meeting which discusses these subjects. Solicitations may be made, but no pressure shall be brought to bear to require such participation. Flyers, bulletins, posters, etc., associated with charitable drives may be posted a reasonable amount of time prior to the opening date and shall be removed concurrent with the closing date established in accordance with 5 CFR 950.102(a).

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

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

(a) race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964 (42 USC 2000e-16);

(b) age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC 631, 633a);

(c) sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC 206(d));

(d) handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 USC 791); or

(e) marital status, sexual orientation, or political affiliation, as prohibited under any law, rule, or regulation;

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

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

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

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

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

(a) 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

(b) any disclosure to the Special Counsel or to the Inspector General of an Agency,

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

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

(a) the exercise of any appeal, complaint, or grievance right granted by law, rule, or regulation;

(b) testifying for or otherwise lawfully assisting of any individual in the exercise of any right referred to in this section;

(c) 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

(d) for refusing to obey an order that would require the individual to violate a law;

8. discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an Agency from taking into account, in determining suitability or fitness, any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or the United States; or take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation, implementing or directly concerning, the merit system principles contained in this Section.

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

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

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

(a) 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;

(b) Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC 631, 633a), prohibiting discrimination on the basis of age;

(c) Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC 206 (d)), prohibiting discrimination on the basis of sex;

(d) Section 501 of the Rehabilitation Act of 1973 (29 USC 791), prohibiting discrimination on the basis of handicapping condition; or

(e) the provision of any law, rule, or regulation prohibiting discrimination on the basis of marital status, sexual orientation, or political affiliation.

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

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

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

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

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

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

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

ARTICLE 5
Management Rights

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

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

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

(2) in accordance with applicable laws:

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

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

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

(1) among properly ranked and certified candidates for promotions; or

(2) 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 their right to be accompanied by a Union Representative if they so desire, 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 their right to representation if they so desire, 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.

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 them 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 their 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 them. The employee will be required to answer questions only after they have been informed that they must answer questions specifically related to their job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

Section 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 and the Union, if a representative has been requested by the employee, meetings and discussions under Section 1 of this Article may be accomplished virtually or by telephone. By mutual consent of the Agency and the Union, meetings and discussions under Section 4 of this Article may be accomplished virtually or by telephone.

In the event that mutual agreement cannot be reached regarding conducting a meeting or a discussion virtually or by telephone, the issue will be elevated to the Parties at the National level for resolution. If agreement cannot be reached by the Parties at the National level, they are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute, this Agreement, or other applicable laws, rules, or regulations.

Section 6. A Union Representative, while performing their representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the Representative, or an overriding need for the information is established.

ARTICLE 7
Mid Term Bargaining

Section 1. It is agreed that personnel policies, practices and matters affecting working conditions, not expressly contained in this Agreement, shall not be changed by the Agency without prior notice to, and negotiation with, the Union in accordance with applicable law. The provisions of this Article apply to substance bargaining, if appropriate, procedures which the Agency will observe in exercising a management right, and/or appropriate arrangements for employees adversely affected by the exercise of a management right. Additionally, the provisions of this Article apply to any negotiations specifically required or allowed by reference in any provision of this Agreement.

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

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

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

Section 5. The Union may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not expressly covered by this Agreement in accordance with the Federal Service Labor- Management

Relations Statute. When the Agency has received a written proposal from the Union, if required, a meeting will be scheduled within fifteen (15) days to review the Union's proposal.

The Agency may submit written counter proposals within thirty (30) days of the Union's proposal. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, or the Agency fails to respond, the provisions of Section 3 of this Article shall apply.

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

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

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

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

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

ARTICLE 8
Problem Solving

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g. grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early and open exchange of information is essential to clearly address the concerns or reservations of each Party. Therefore, the Parties are encouraged to use the provisions of this Article to seek resolution of problems through a proactive approach before resorting to other avenues of dispute resolution.

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

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

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

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

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

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

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

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

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

joint problem solving training under this Article.

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

ARTICLE 9
Grievance Procedure

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

- **a.** By any employee concerning any matter relating to the employment of the employee;
- **b.** By the Union concerning any matter relating to the employment of any unit employee; or
- **c.** By a unit employee or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or this Agreement affecting conditions of employment.

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

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

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

- **a.** Any claimed violation of subchapter III of Chapter 73, Title 5 USC (relating to prohibited political activities);
- **b.** Retirement, life insurance or health insurance;
- **c.** A suspension or removal under Section 7532, Title 5 USC (relating to national security matters);
- **d.** Any examination, certification or appointment (Title 5 USC 7121 (c)(4));
- **e.** The classification of any position which does not result in the reduction-in-grade or pay of any employee;
- **f.** The removal of probationers.

Section 4. An employee, who believes that discriminatory practices have resulted in a prohibited personnel practice/action, as set forth in Article 4 of this Agreement and applicable statutes, regulations or orders/directives, shall have the option of utilizing this grievance

procedure or any other procedures available in law or regulation, but not both.

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

Section 6. Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee covered by this procedure may present grievances without the assistance of the exclusive representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 7. Grievance Procedures

In the case of grievances concerning disciplinary/adverse actions, the Union may elect to utilize the procedures of Section 7 or Section 11.

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

In the case of any grievance filed on behalf of the Union or on behalf of the employee(s) which the Union may have against the Agency at the corresponding level, or which the Agency may have against the Union at the corresponding level, the moving Party shall, at that level, initiate the grievance beginning with Step 2 as appropriate, to the respondent in writing, within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the moving Party may have been reasonably expected to have learned of the event. When an alleged violation involves more than one employee, the Union is encouraged to file one grievance on behalf of all affected employees.

Grievance(s) shall include:

- **a.** Date of alleged violation and date submitted;
- **b.** Name of the grievant;
- **c.** The name of their 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 their immediate supervisor within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. If the employee's immediate supervisor is not available, the employee may submit the grievance to any agent of Management who is available during the employee's shift. If requested, the agent shall sign for receipt of the grievance.

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

All settlement agreements shall be reduced to writing.

Step 2. If the employee or the Union is not satisfied with the Step 1 answer, the grievance may be submitted to the next appropriate level as defined in Appendix B, or corresponding level as appropriate for Union or Agency initiated grievances at this Step, within twenty (20) calendar days following the receipt of the answer or the day the answer was due. In those facilities where facility/office Manager is also the supervisor, the next appropriate level as defined in Appendix B or their designee shall be the official to hear the grievance at this Step. In such cases, the grievance may be submitted through the facility/office Manager. If requested, the appropriate Agency official at the corresponding level or their 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 their Representative shall be given a reasonable amount of duty time to present the grievance. The Agency Step 2 deciding official shall answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response.

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

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

All settlement agreements shall be reduced to writing.

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

Grievance(s) initiated at the national level are not subject to the PAR process. If the grievance originated at the regional or national level and the moving Party is not satisfied with the decision, they shall advise the respondent at the national level by certified mail or other similar system that requires a signature, they desire the matter to be submitted to arbitration, within thirty (30) days following the receipt of the respondent's answer or the date the answer was due.

Section 8. Pre-Arbitration Review:

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

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

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

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

Unless mutually agreed otherwise, there shall be no more than two (2) designees for

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

1. the PAR meeting is not a hearing,

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

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

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

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

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

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

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

g. The neutral evaluator may assist the Parties in mediation and/or settlement discussions. If at any time, the Parties are able to reach agreement, the Parties shall reduce the agreement to writing, specifying all the terms of their agreement bearing on the resolution of the dispute and sign it.

The Parties are encouraged to use the neutral evaluator's opinion as a basis for reaching

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

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

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

Section 9. Arbitration

a. The Parties shall create a panel of twelve (12) mutually agreeable arbitrators. Arbitrators selected for panels must also agree to hear expedited arbitration cases. Within sixty (60) days from the effective date of this Agreement, the Parties shall meet for the purpose of selecting arbitrators for the remainder of the current calendar year.

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

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

(180) days, to participate in the scheduling of a case before an arbitrator, any continuing liability shall be tolled. If, after requesting arbitration, the Union fails to participate in the scheduling of a case before an arbitrator for three hundred sixty (360) days, the grievance shall be deemed to have been withdrawn with prejudice. If the Agency fails to respond to the Union's request to schedule a case before an arbitrator within one hundred eighty (180) days, the grievance shall be considered to have been granted.

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

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

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

Section 10. The Union advocate, if an employee of the FAA, shall be granted sixteen (16) hours of official time for preparation for the hearing. Additional release time may be granted, unless staffing and workload do not permit. Such time may be annual leave, leave without pay, or a combination thereof at the discretion of the employee. The grievant and/or the Union advocate shall be given a reasonable amount of official time to present the grievance. FAA employees who are called as witnesses shall be in a duty status, if otherwise in a duty status, including reasonable travel time.

Absent an emergency, the Agency agrees to produce witnesses requested by the Union and adjust their schedules to allow them to appear in a duty status. The Parties will exchange lists of potential witnesses to an arbitration hearing fourteen (14) days prior to the scheduled hearing. Each Party shall bear the expense of its own witnesses who are not employed by the FAA. The arbitrator shall submit their 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 them unless the Parties waive this requirement. The decision of the arbitrator is final and binding. If the Union advocate elects to submit a post hearing brief, the Union's case advocate, if an employee of the FAA, will be granted annual leave or leave without pay unless staffing and workload do not permit. Leave without pay shall not exceed twenty-four (24) hours for this

purpose.

Section 11. Expedited Arbitration:

a. If the Union at the national level elects to process a disciplinary/ adverse action under this Section, rather than Section 7, it shall, within twenty (20) calendar days following the effective date of the disciplinary/adverse action, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted directly to expedited arbitration. This request will include a completed grievance as described in Section 7. Within seven (7) calendar days after receipt of the request, arbitrators from the panel shall be polled for available dates. Unless mutually agreed otherwise, the arbitrator with the first available date shall normally be used. In the event of a tie, an arbitrator shall be selected by alternately striking names until one (1) remains. The arbitrator shall issue a decision as soon as possible, but no later than twenty-one (21) calendar days after the hearing has been held. The necessity for transcripts or filing of briefs shall be determined on a case-by-case basis. The election of either Party to request a transcript and/or file a post-hearing brief shall not delay the time frame for the arbitrator to render their decision.

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

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

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

Section 13. Failure of the moving Party to proceed with a grievance within any of the time limits specified in this procedure shall render the grievance void or settled on the basis of the last decision given by the respondent, unless an extension of time limits has been agreed upon.

Failure of the respondent to render a decision or conduct a meeting within any time limits specified in this procedure shall entitle the moving Party to progress the grievance to the next step without a decision. Any time limits contained in this Article may be extended by mutual

agreement of the Parties. A request for extension may be made orally, but approval must be in writing (including e-mail) and given within three (3) workdays after the request is made.

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

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

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

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

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

ARTICLE 10
Disciplinary / Adverse Actions

Section 1. This Article covers actions involving oral and written admonishments, written reprimands, suspensions, removals, reductions-in-grade or pay, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations.

Involuntary reassignments will only be made to promote the efficiency of the service, and will not be made to discriminate or punish, or for any reason that would violate law, rule, regulation, or this Agreement.

This Article does not apply to the removal of probationers.

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

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

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

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

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

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

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

a. The Agency shall give the employee written notice proposing the action. The notice period shall be at least fifteen (15) days for disciplinary actions and at least thirty (30) days for adverse actions unless there is reasonable cause to believe the employee has

committed a crime for which a sentence of imprisonment may be imposed. The notice must state the specific reasons for the action.

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

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

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

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

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

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

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

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

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

Section 11. The employee and the Union Representative shall be granted a reasonable amount of excused absence and official time of up to sixteen (16) hours, if otherwise in a duty status, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations, or suspensions; for preparation and

presentation of answers to proposed actions under this Article. The timing of the grant of excused absence shall, to the maximum extent possible, be scheduled at the employee's convenience.

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

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

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

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

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

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

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

ARTICLE 11
Dues Withholding

Section 1. Payroll Deductions

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

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

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

Section 2. Employee Responsibilities

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

0049 – Staff Support Specialist	594
0052 – Automation Specialists at Operational Support Facilities and En Route Centers	587
0052 – Automation Specialists (Terminal Business Services)	587

0062 – Engineers and Architects	587
3832 – Aviation Technical Systems Specialists (Series 2186)	578
5918 – Flight Procedures	
0125 – Drug Abatement	571
0145 – Aircraft Certification	581
5902 – Airworthiness (AIR-110)	
0091 – Airports	588
5959 – Office of Finance and Management	596
5959 – Office of Regional Administrators	596

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. 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.

2. In accordance with 5 CFR § 2429.19, members joining on or after August 10, 2020: An employee may revoke their dues withholding authorization by filing an SF-1188 at any time after the anniversary date of their first dues withholding. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

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

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

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

Section 3. Union Responsibilities

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

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

1. If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor and Employee Relations, in writing and will certify as to the new amount of regular national dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in a twelve (12) month period.

2. The Union agrees to give prompt, written notification to the appropriate payroll office within one (1) pay period, in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.

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

Section 4. Agency Responsibilities

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

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

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

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

3. Generate a tickler record every pay period listing the employees for whom the

preceding remark was generated.

4. In the event that dues are discontinued erroneously, the Agency shall automatically reinstitute previously submitted SF-1187 on the dropped employee's behalf. The Agency shall be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination.

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

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

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

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

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

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

ARTICLE 12
Additional Voluntary Allotment Deductions

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

Section 2. An employee electing to have a voluntary deduction would complete a voluntary deduction election form. On this form the employee would designate the institution and the amount they elect 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 amount being withheld does not exceed $5,000; and

c. the job series is correct.

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

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

Section 6. Responsibilities.

a. Employee

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

2. Ensures that the deduction has been initiated and is for the correct amount on their leave and earnings statement.

b. The Union

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

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

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

4. Provides refunds to employees for amounts erroneously deducted.

c. Payroll Processing Center

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

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

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

d. Payroll Operations Branch

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

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

Section 7. Miscellaneous.

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

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

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

ARTICLE 13
Union Publications and Information and Use of Agency's Facilities

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

Section 2. The Agency agrees to provide the Union Representative reasonable access to government local and long-distance telephone service, copy machines, computers, printers and fax machines where available. This equipment may be used for processing grievances, unfair labor practices or other representational matters arising under the Agreement.

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

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

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

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

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

Section 6. The Agency shall approve the Union's use of FAA- controlled meeting space at no

cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with other facility/office requirements.

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

ARTICLE 14
Names of Employees and Communications

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

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

Section 3. At the end of each pay period, the Agency shall furnish the Union's National Office with a computer disk or sent in an electronic format containing the following information concerning employees in the bargaining unit: Name, an identifying number unique to the individual, Entry on Duty (EOD) FAA Date, EOD Facility Date, FLSA Code, Work Schedule Code, year of birth, classification, title, grade, basic pay, locality adjustment, facility, Service Computation Date (SCD), Statistical Specialty code, and region of assignment. This information shall also include information whenever a bargaining unit employee is hired, transferred, reassigned, or has resigned, retired or died. Within one hundred twenty (120) days from the signing of this Agreement, the Parties at the national level shall meet to determine the electronic format by which the data will be delivered.

Section 4. The Agency agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employee of the local representing them 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 their 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 their scheduled itinerary, the Agency agrees to permit the employee to notify their home via government or commercial telephone.

Section 5. When an employee is in a travel status for two (2) or more consecutive nights, they will be authorized one (1) brief call to their 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 their residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAA directives.

Section 6. When it is known in advance that one (1) or more persons will be on the line for any reason, all parties to the call shall be advised prior to the conversation. If during a telephone call one (1) or more persons come onto the line for any reason, the other party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speaker phones.

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

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

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

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

ARTICLE 16
Agency Directives

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

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

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

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

ARTICLE 17
Job Category and Career Level Descriptors (CLD)

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

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

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

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

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

ARTICLE 18
Office Moves, Relocations, and Workstation Assignments

Section 1. Policies and procedures regarding space management, such as office moves, relocations, and workstation assignments, shall be in accordance with FAA Order 4665.4B, dated March 20, 2024, FAA Administrative and Technical Space Standard, and this Agreement. The Agency shall notify and negotiate with the union at the appropriate level, all office moves, reconfigurations, and relocations impacting bargaining unit employees in accordance with this agreement.

Section 2. Employee Workstations. The following parameters must be followed when configuring and reconfiguring bargaining unit employees' workstations:

a. Standard Workstation: Standard Workstations are permanent non-shared spaces assigned to one (1) employee. Employees assigned to an Official Worksite who are regularly scheduled to be in the office six (6) or more days in a pay period shall be assigned a standard workstation with a minimum of sixty-four (64) usable square feet in size, and a partition wall height of at least five (5) feet.

b. All other employees will have access to alternative workstations as defined below:

1. **Hoteling Workstation:** A shared/non-dedicated, non-permanent, partitioned temporary workstation, a minimum of thirty-two (32) usable square feet in size, available to be reserved by employees assigned to that Official Worksite.

2. **Touchdown Workstation:** A temporary workstation, a minimum of thirty-two (32) usable square feet in size, available on an "as needed" basis, typically for employees who are visiting the office for a brief time or need a quick place to work between meetings.

c. All workstations shall be equipped with standard office technology (e.g., telephone or its equivalent, laptop connections, necessary power outlets). In addition, Standard Workstations and Hoteling Workstations shall be equipped with a chair, docking station, monitor, keyboard, and mouse.

d. The Agency shall ensure that the number of available Hoteling Workstations is commensurate with at least seventy-five percent (75%) of the total number of employees who utilize an alternative workstation.

e. At locations where suitable unused space exists, workstation size may be increased.

f. To the extent practicable, access to natural light from windows shall not be compromised by the placement of conference rooms, storage rooms, or hard-walled offices.

g. For work areas that have between four (4) and fifteen (15) employees, the Agency will

provide at least one (1) private collaboration space (e.g. conference room, huddle room, etc.) for meetings, private interactions, and other activities including review of plans and drawings. At least one (1) additional collaboration space will be provided for every fifteen (15) employees beyond the initial fifteen (15).

These areas shall be enclosed, accommodate a minimum two (2) to four (4) people, standard office technology, chairs and a table and be designed for the intended use. Collaboration space should be located within close proximity to individual workstations so that impromptu meetings can readily and quickly move from the open-plan area to an enclosed space, to minimize noise transmission.

Section 3. If an employee's Telework Agreement changes, such that the employee is required to be in the office fewer or more days, they will be provided a workstation in accordance with Section 2 of this Article.

Section 4. When a standard workstation becomes available, it shall be offered to other similarly situated unit employees in the office on the basis of seniority. The determination of the scope of similarly situated and the procedures to be used shall be negotiated at the local level. To the extent practicable, cubicles and offices currently assigned to bargaining unit positions shall be maintained as bargaining unit employee locations. When a bargaining unit employee takes a permanent or temporary position in excess of thirty (30) days outside one of the bargaining units covered by this Agreement, if requested by the Union, the employee shall have their cubicle reassigned to a bargaining unit employee in accordance with this section.

Section 5. All moves that require the bargaining unit employee's presence shall be accomplished on duty time.

ARTICLE 19
Hazardous Geological/Weather Conditions

Section 1. Given the essential nature of FAA responsibilities, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions between the employee's home and their duty location; however, they are not expected to disregard their personal safety or that of their family. All employees who are unable to report for duty shall notify their facility/ office as soon as possible. Employees who are unable to report for duty shall be granted excused absence at the time of their request, subject to the review process in Section 2. If requested, employees shall provide information that supports their request for excused absence as soon as feasible after returning to duty. Examples of information are:

a. oral or written statements;

b. conditions that the employee encountered;

c. a synopsis of efforts made;

d. other information which provides an explanation or which shows hazardous geological/weather conditions prevented the employee from reporting to the facility/office or compelled the employee to safeguard his or her family against such phenomena.

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

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

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

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

Section 6. Issues arising from employees who chronically are unable to report to work during these conditions will be addressed utilizing the provisions of Article 8 of this Agreement prior to more formal measures being initiated.

ARTICLE 20
Performance Standards and Appraisals

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

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

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

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

Section 5. The employee's signature, after the review of their performance evaluation, indicates that they have reviewed the completed appraisal record and that it has been discussed with them. The employee's signature shall not be taken to mean that they agree with all the information or that they forfeit any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

Section 6. At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one (1) or more critical elements, the employee's supervisor shall notify the employee, in writing, of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in their position.

The supervisor should also inform the employee that unless their performance in the critical element(s) improves to and is sustained at an acceptable level, Management may either reassign the employee to another position where Management believes acceptable performance can be achieved, demote the employee, or remove the employee from the FAA.

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

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

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

After successful demonstration of acceptable performance the supervisor shall provide the employee with a written statement indicating that they have achieved an acceptable level of competence.

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

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

ARTICLE 21
Recognition and Awards Program

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

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

a. adoption or implementation of a suggestion or invention;

b. significant contributions to the efficiency, economy, or improvement of government operations;

c. exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;

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

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

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

g. productivity gains;

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

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

Section 2. Twice a fiscal year, upon request, the Agency will provide the Union at the national level the information described below for all cash and time-off awards for NATCA bargaining unit employees:

a. Name of NATCA BUE

b. Bargaining Unit Status (BUS) Code

c. Type of Award

d. Amount of the Award (e.g., 8 hours; or $1,000)

e. Organization Code

f. Employee's Facility Level or Pay Band

g. Date of the Award

For all other employees, twice a fiscal year, upon request, the Agency will provide the Union at the national level the total amount spent on cash and time-off awards for each Line of Business/Staff Office.

Section 3. The Parties agree to meet annually at the national level to discuss the recognition and awards program in each Line of Business/Staff Office.

Additionally, the Parties agree to meet annually at the appropriate corresponding level identified in Appendix B (Normal Points of Contact) to discuss the recognition and awards programs at those levels.

Section 4. Once per quarter, the Agency shall provide each Union Representative at the lowest level identified in Appendix B (Normal Points of Contact) a listing of the bargaining unit employees who have received an award during that quarter. At a minimum, the notification shall include the employee's name, type of award, and amount of award.

Section 5. The awards program shall not be used to discriminate against employees or to effect favoritism.

ARTICLE 22
Employee Records

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

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

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

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

Section 5. Letters of Reprimand and documents related to them shall be retained in the eOPF for no more than two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the Reprimand and related documents shall be removed. In the event a Letter of Reprimand is ruled by appropriate authority to have been unjustly issued, the Reprimand and related documents shall be removed immediately and destroyed. Any reference to a Letter of

Reprimand which has been expunged from the eOPF must be removed from any other record.

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

Section 7. An employee, pursuant to OPM regulations, may request that a record maintained by the Agency be corrected or amended if they believe 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 their folder.

Section 8. In accordance with 5 USC 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Agency shall clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Agency's reasons for not making the amendments.

Section 9. Personal records, notes, or diaries maintained by a supervisor with regard to their work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

- **a.** They are kept and maintained for the supervisor's personal use only.
- **b.** They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.
- **c.** They are not under the control of the FAA in any way or required to be kept by the FAA.
- **d.** They are kept or destroyed solely as the supervisor sees fit.

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

Such records, notes or diaries shall not be used as a basis to support the following:

- **a.** a performance evaluation of less than fully successful;

b. the denial of a promotion;

c. the denial of a pay increase; or

d. disciplinary or adverse actions,

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) days from the incident giving rise to the notation.

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

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

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

ARTICLE 23
Data Security

Section 1. All information in Agency computer/information systems shall be protected in accordance with the Computer Security Act of 1987, as amended, the Department of Transportation Information Technology Security Program, and FAA Order 1370.121.

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

Section 3. In accordance with the Privacy Act, 5 USC 552a as amended, the Agency shall not require any bargaining unit employee to disclose his or her Social Security Number (SSN) unless such disclosure is specifically required by a Federal Regulation effective prior to January 1, 1975, or by Federal Statute. When such disclosure is so required, the person from whom the disclosure is sought shall be informed:

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

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

In accordance with FAA Order 1370.121, whenever the submission of an SSN is voluntary, the Agency employee requesting an SSN from a bargaining unit employee shall inform such employee:

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

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

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

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

Section 4. The Agency shall ensure that all Agency computer systems that require bargaining unit employees to use passwords or PINs as authentication tools will comply with FAA Order 1370.121. The Agency shall ensure information is made available to all bargaining unit employees to understand and accomplish the requirements for creating, using, transmitting,

managing, monitoring and complying with password and PIN orders and regulations.

Section 5. A privacy breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose in accordance with the Office of Management and Budget (OMB) guidance that sets forth the policy for Federal agencies to prepare for and respond to a breach of personally identifiable information (PII).

Section 6. 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 7. 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 8. 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 9. 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 10. The Parties agree that the Union POC shall be on official time, if otherwise in a duty status, for all meetings described in Sections 8 and 9. 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 11. 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) and Article 96 (Temporary Duty Travel).

Section 12. 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.

Section 13. 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 1370.121.

ARTICLE 24
Annual Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 25
Sick Leave

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

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

- **a.** is incapacitated and cannot perform the essential duties of their 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.** make arrangements necessitated by the death of a family member or attends the funeral of a family member.

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

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

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

Section 6. Employees should request leave in advance for prearranged optical, medical, or dental appointments. However, if the absence is unplanned, the Agency must be notified before or within the first hour of the time scheduled to report for duty, unless in the judgment of the

Agency there are extenuating circumstances, which prevent the employee from doing so.

In cases of extended absences, and when an employee provides the Agency with a tentative return to work date, they 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 they 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 E 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 they do not intend to return to duty or when available information indicates that their return is only a remote possibility;

b. they have filed or the Agency has filed an application for disability retirement;

c. they have signified their intention of resigning for disability.

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

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

Section 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 service for retirement shall receive a lump sum payment for forty percent (40%) of the value of his or her accumulated sick leave as of the effective date of their retirement.

ARTICLE 26
Leave for Special Circumstances

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

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

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

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

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

- **a.** birth of a son or daughter and care of the newborn;
- **b.** the placement of a son or daughter with an employee for adoption or foster care;
- **c.** care for spouse (including pregnancy related medical conditions), son, daughter, or parent with a serious health condition;
- **d.** serious health condition (including pregnancy related medical conditions) of an employee that makes the employee unable to perform duties of his or her position;
- **e.** because of any qualifying exigency (as determined by the Secretary of Labor) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. For this subsection only, the employee is entitled to up to a total of twelve (12) administrative workweeks during any twelve (12) month period, or a lesser period if so specified by the qualifying event.

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

Section 6. In accordance with the Family Medical Leave Act, upon request, an employee who is

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

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

a. is needed to aid/assist in the care of their minor children whose care provider is temporarily unable to provide care; or

b. must accompany a family member to medical appointments.

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

ARTICLE 27
Jury Duty and Court Leave

Section 1. Performance of jury duty is considered a basic civic responsibility of all employees. Accordingly, it is not appropriate to initiate a request to defer or excuse employees summoned to serve in either Federal or State Courts except in cases of the employee's illness or physical disability.

Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance. There may occasionally arise urgent and extreme cases not involving the employee's illness or physical disability where a request to defer or excuse an employee may be appropriate. These must be determined on an individual basis.

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

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

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

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

Section 6. An employee receiving court leave or an absence in an official duty status must show the order or subpoena which required their 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
Juneteenth - June 19
Independence Day - July 4
Labor Day - first Monday in September
Columbus Day - second Monday in October
Veterans' Day - November 11
Thanksgiving Day - fourth Thursday in November
Christmas Day - December 25
Any other legally declared applicable Federal holiday

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

Scheduled Five-Day Workweek:

SCHEDULED DAYS OFF	DAY ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU
Saturday-Sunday	Saturday Sunday	Preceding Friday Following Monday
Sunday-Monday	Sunday Monday	Following Tuesday Preceding Saturday
Monday-Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday
Tuesday-Wednesday	Tuesday Wednesday	Following Thursday Preceding 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	Monday Tuesday	Following Thursday Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday Wednesday Thursday	Tuesday Wednesday Thursday	Following Friday Preceding Monday Preceding Monday
Wednesday Thursday Friday	Wednesday Thursday Friday	Following Saturday Preceding Tuesday Preceding Tuesday
Thursday Friday Saturday	Thursday Friday Saturday	Following Sunday Preceding Wednesday Preceding Wednesday
Friday Saturday Sunday	Friday Saturday Sunday	Preceding Thursday Preceding Thursday Following Monday
Saturday Sunday Monday	Saturday Sunday Monday	Preceding Friday Following Tuesday Preceding Friday

Section 3. When an employee works a holiday or day in lieu of a holiday, they shall be entitled to pay at the rate of their base pay, plus holiday premium pay at a rate equal to the rate of their base pay for that holiday work actually performed, which is not in excess of their regular tour of duty or is not overtime work as defined by 5 USC 5542(a). Holiday premium pay is paid in addition to any other premium pay granted for overtime, night, or Sunday work and in addition to the hazard pay differential.

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

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

Section 6. If the actual holiday falls in the middle of the employee's workweek, the Agency at

an employee's request, will change the employee's regular days off to provide three (3) or four (4) days off in succession unless staffing and workload do not permit or such change would result in increased costs for premium pay.

ARTICLE 29
Excused Absences

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

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

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

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

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

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

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

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

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

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

For the purpose of this Section, family member is defined as: spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and

spouses thereof; and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

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

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

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

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

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

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

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

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

The employee may not return to Federal civilian duty and then take the five (5) days of excused absence at a later date. The five (5) days of excused absence must be granted as soon as the employee reports back for Federal civilian duty or notifies the Agency of his or her intent to

return. However, if the employee had already returned to Federal civilian service prior to the issuance of the Presidential memorandum on November 14, 2003, or was not granted the five (5) days of excused absence for a second or subsequent deployment, he or she may take the five (5) days of excused absence at a time mutually agreeable to the employee and the Agency.

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

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

ARTICLE 30
Prenatal / Infant Care

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

Section 2. Subject to staffing and workload, employees shall be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Article 26, Section 5.

Except as provided for in the "Family and Medical Leave Act of 1993", employees on prenatal/infant care leave under this Section are subject to recall to duty with thirty (30) days notice, when unforeseen staffing and workload necessitate a return to duty.

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

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

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

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

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

ARTICLE 31
Child Care

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

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

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

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

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

ARTICLE 32
Contracting Out

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

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

ARTICLE 33
Information Technology

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

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

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

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

Section 5. Bargaining unit employees assigned laptop computers shall be authorized to take them home and on travel and to use in accordance with the applicable FAA Orders and this Agreement.

Additional software may be installed on such laptops with the written permission of the Management designated representative who supports the equipment.

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

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

ARTICLE 34
Working Hours

Section 1. The normal workday shall consist of eight (8) consecutive hours, exclusive of the designated meal period. The normal workweek shall consist of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off. The Agency may not require any employee to work an Alternate Work Schedule. The workday of a bargaining unit employee who provides Air Traffic Control operational coverage for a minimum of six (6) hours shall consist of eight (8) consecutive hours.

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

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

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

Section 4. Adverse Agency impact is defined as:

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

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

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

Section 5. Work Schedule Changes.

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

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

b. This Section applies in the following bargaining units except for 0049, 0062, 3832, and 5918.

The following procedure shall be used by an employee in requesting a change to their

work schedule. Changes to this procedure may be negotiated at the local level.

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

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

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

Eligible employees receive pay for a maximum of twenty-four (24) unused credit hours at his or her current rate of Base Pay when federal employment ends, when the employee transfers to another agency, or when the employee otherwise is no longer subject to a flexible work schedule. Upon the signing of this Agreement, any balances in excess of twenty-four (24) hours shall continue to have no cash value.

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

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

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

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

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

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

seven (7) days advance notice of the change in work schedule.

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

ARTICLE 35
Part-Time Employment / Job Sharing

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

a. For employees, working part-time or job sharing can provide an opportunity to:

1. work and spend more time with children;

2. care for an aging or an ill family member;

3. pursue educational opportunities;

4. participate in volunteer or leisure activities; or

5. continue to work when illness or physical limitations prevent the employee from working a full-time schedule.

b. For the Agency, allowing part-time or job sharing can allow:

1. retention of highly qualified employees not available for full-time employment;

2. recruitment of employees with special skills who are unable or do not want to work a full- time schedule;

3. meeting operational requirements during workload surges; and

4. reduction of current human resource expenditures when employees voluntarily reduce their work hours.

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

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

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

Section 3. Except as provided in Section 4 below:

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

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

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

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

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

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

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

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

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

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

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

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

present during such meetings.

Section 14. The Manager and job sharers must sign an Agency job sharing agreement. Each job sharer will receive a copy of the job sharing agreement and must understand their individual responsibility in carrying out the duties and responsibilities of the position. Any changes to an approved job sharing arrangement will require the establishment of a new job sharing plan consistent with the provisions of this Article.

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

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

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

ARTICLE 36
Employee Express

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

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

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

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

ARTICLE 37
Back Pay

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

ARTICLE 38
Overtime

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

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

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

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

c. the employee secures a willing and qualified replacement.

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

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

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

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

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

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

Section 9. At the request of an FLSA exempt employee, the Agency may grant compensatory time off from an employee's tour of duty instead of payment for an equal amount of irregular or occasional overtime work. At the request of an FLSA exempt employee, the Agency may grant compensatory time off from an employee's basic work requirement under a flexible work schedule instead of payment for an equal amount of overtime work, whether or not irregular or occasional in nature.

ARTICLE 39
National Pay Procedures

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

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

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

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

Section 4. If an employee does not receive their 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 their U.S. Treasury check, the Agency will issue a recertified check as early as the third workday and not later than the fifth workday after the employee notifies the Agency.

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

ARTICLE 40
Severance Pay

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

Section 2. Severance pay consists of:

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

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

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

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

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

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

ARTICLE 41
Retirement and Benefits Administration

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

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

Section 3. After an employee's death, and with the beneficiary's consent, the Agency shall promptly provide a knowledgeable representative to personally explain to the deceased employee's primary beneficiary all benefits to which they may be entitled. When such a personal explanation is not desired, the beneficiary shall be advised of such benefits by other means. 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. Zoom, MS Teams, 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, video tape briefings, individual counseling, assistance, information and materials distribution. This planning program shall be made available to all new employees within one (1) year of entering on duty with the Agency. Employees who elect to change from CSRS to FERS shall have this planning program made available to them within one (1) year of their election. FERS employees who have not received this program shall have it made available to them within two (2) years of the signing of this Agreement. Employees participating in this program shall be in a duty status. Employees are not entitled to travel and per diem. FERS employees shall receive standard education on the Thrift Savings Plan (TSP) upon any major change to TSP.

Section 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 national Union officers. Any changes which may require negotiations shall be handled in accordance with Article 7.

Section 11. In the event it is determined that an employee is permanently disqualified for their 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, 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 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.

ARTICLE 42
Bidding Procedures

Section 1. The Parties agree that it is a desirable practice to promote from within. As appropriate, the Agency shall post internal vacancy announcements when posting external vacancy announcements.

Section 2. Vacancy announcements will be posted online (such as USAJOBS) as they become available. Online access shall be afforded to all bargaining unit employees through the computers provided for in Article 36 of this Agreement.

Section 3. At a minimum, vacancy announcements shall include:

a. Opening date

b. Closing date

c. Position

d. Salary range, including locality rate

e. Duty location(s)

f. Whether PCS expenses will be paid and at what amount

g. Area of Consideration

h. Duties

i. Qualifications

j. Rating criteria

k. Requirement for security clearance

l. How to apply

m. Where to submit bids

n. Contact information

o. Bargaining unit status

p. Requirements for financial disclosure

q. Duration of assignment, if a temporary position

r. Requirements for medical certificate

s. If position is considered to be a Testing Designated Position

Section 4. Internal candidates may apply and be considered for vacancies under On-the-Spot hiring authority (i.e., Direct Hiring Authority).

Section 5. If the Agency has posted internal and external vacancy announcements for the same bargaining unit position, the selecting official shall consider all candidates simultaneously.

Section 6. All vacancy announcements for bargaining unit positions shall be open for a minimum of ten (10) business days before the closing date of the announcements. All bids must be submitted by the closing date of the vacancy announcement.

Section 7. If the Agency decides to interview any qualified employee on the selection list, then all on the list who are qualified must be interviewed. If the selection list is shortened to a best qualified list through a comparative process, then the best qualified list shall be considered to be the selection list. If it is determined that interviews are required and telephone or virtual 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 8. If as a result of a grievance being filed under this Article, the Agency agrees or an arbitrator decides that an employee was improperly excluded from the selection list, they will receive priority consideration for the next appropriate vacancy for which they are qualified. If the employee is selected for the vacancy, the priority consideration will be considered to be satisfied. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded.

Section 9. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion was made.

Section 10. Employees may arrange mutual reassignments with employees of equal grade and series. Employees may arrange mutual reassignments with employees who have previously held an equal grade on a permanent basis, unless the downgrade was for cause or performance. Such mutual reassignments are subject to the approval of the Agency.

Section 11. An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process. Requests may be for all positions and may involve a move from one geographic location to another. Consideration shall be given to such requests according to the needs of the Agency. The employee shall not normally be eligible to receive

any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case, the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

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

a. Cover letter stating: "Filed in accordance with Employee Requested Reassignment (ERR) for position at (name of facility/office); and

b. Personal resume.

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

Section 12. Upon request, the following information shall be made available to the employee:

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

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

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

d. Who was selected for the position; and

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

ARTICLE 43
Temporary Promotions

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

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

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

Section 4. An employee selected to fill a temporary position, in accordance with the provisions of Section 2 of this Article, shall not have the assignment extended beyond one hundred eighty (180) days.

Section 5. All temporary promotions will be documented.

ARTICLE 44
Temporary Assignments

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

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

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

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

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

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

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

ARTICLE 45
Temporarily Disabled Employees/Assignments

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

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

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

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

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

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

ARTICLE 46
Management-Directed Reassignments

Section 1. The purpose of this Article is to address the effect of management-directed reassignments ("reassignments") as a result of actions such as: reorganizations, realignments (e.g., facility/office closures, office relocations, etc.), consolidations, staffing imbalances, or when positions are eliminated. Except for the notice requirements as specified below, the provisions of Article 7 of this Agreement govern negotiations between the Parties regarding matters contained in this Article.

Section 2. The Parties recognize the importance of the early and open exchange of information. The Union at the National level shall be provided notice of reassignments covered by this Article as soon as practicable but in no event later than the timelines specified in Sections 5 and 6.

a. Notice to the Union shall include an explanation as to the rationale for, and the proposed effective date of, the reassignment.

b. Additionally, the Agency will provide a copy of the Mass Change List (MCL) in accordance with the FAA Order 1100.1D dated November 1, 2024, if required.

c. Absent a requirement for the MCL, the Agency will include the following information for each affected employee:

1. Name

2. Occupational Series

3. Current Duty Location

4. Current Facility Routing Code

5. Current Organizational Code

6. Current Organizational Code Description

7. Current Position Number (PD)

8. Current Bargaining Unit Status (BUS code)

9. New Duty Location (if different)

10. New Facility Routing Code

11. New Organizational Code

12. New Organizational Code Description

13. New Position number (PD) (if different)

14. New Bargaining Unit Status (BUS code) (if different)

d. In the event the Agency holds a briefing with employees regarding the reassignment(s), the Agency will provide the Union notice of that briefing as required under Article 6 of this Agreement. No briefing shall occur prior to the Union being provided notice in accordance with Section 2(a) above.

e. When applicable, following completion of the change in the organization, and upon request, the Union shall be provided with an updated organizational chart.

Section 3. In the event of a management-directed reassignment, the Agency shall provide notice to each employee. At a minimum, this notification must:

a. Explain why the reassignment is taking place.

b. Provide the effective date for the reassignment.

c. When applicable, give the employee a reasonable time (normally thirty [30] calendar days) to accept or reject the reassignment.

d. Inform the employee of their right to discuss employment, retirement, benefits, and termination options associated with the reassignment with representatives/ specialists of the employee's local Human Resources Management Office, and their Union Representative.

Section 4. In the event an administrative reassignment becomes necessary as a result of an organizational change described in Section 1, the Agency shall expedite existing selections awaiting release to/from affected facility/office(s) prior to making a decision as to the number of employees to be affected as well as the locations involved.

Section 5. For reassignments that do not require an employee to relocate:

a. The Union at the National level shall be provided notice of any reassignments under this Section as soon as possible, but no less than thirty (30) days prior to the reassignment date. To the maximum extent practicable, the Agency shall provide the Union notice at least five (5) days prior to providing notice to the employee.

b. Employees shall be given advance written notice at least thirty (30) days prior to the reassignment date.

Section 6. For reassignments that require an employee to relocate:

a. The Agency shall notify the Union at the National level as soon as possible under this Section, but not less than twelve (12) months prior to the reassignment date.

b. When a reassignment requires an employee to relocate outside their Official Duty Station or local commuting area, the employee shall be given advance written notice at least six (6) months prior to the reassignment date.

Section 7. Reimbursement for relocation expenses resulting from a reassignment shall be in accordance with Article 58 (Moving Expenses) of this Agreement.

Section 8. An employee who declines a management directed reassignment shall be entitled to all rights and benefits as contained in Article 86 (Career Transition Assistance) of this Agreement.

Section 9. In the event a change in the workforce described in this Article requires the Agency to implement a reduction-in-force (RIF), the procedures outlined in Article 47 (Reduction in Force) and Article 86 (Career Transition Assistance) of this Agreement shall apply.

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 their involvement, upon request.

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

ARTICLE 48
Technological / Procedural Changes

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

Section 2. The Parties agree that it is mutually beneficial for the Union to be involved in workgroups established at any level, to provide operational perspective into the development, testing, and/ or deployment of technological, procedural, or other changes.

Further, it is in the best interest of the Parties to resolve or minimize the technical issues so as to ultimately provide for more timely resolution.

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

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

Section 4. The Agency agrees to notify the Union at the national level, no less than sixty (60) days prior to the field operational evaluation utilized to support system development and the operational test and evaluation (OT&E), unless a shorter notice period is required. The notification shall contain proposed start and stop times, and shall outline the reasons and intent of the test and/or evaluation.

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

Section 6. The Agency agrees to notify the Union at least sixty (60) days prior to the In-Service Decision (ISD) of the proposed implementation of technological changes affecting employees, unless operational necessity requires a shorter notice period. Except for the initial notice period, as specified above, the provisions of Article 7 of this Agreement govern negotiations between

the Parties on the impact of changes arising from revisions to technology, procedural, and/or airspace changes, as well as the effect of procedural and/or technological tests which impact employees.

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

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

ARTICLE 49
Internet and Computer Usage

Section 1. The Agency shall allow limited personal use of computer equipment, including Internet access. This usage shall conform to FAA Order 1370.121

ARTICLE 50
Surveys and Questionnaires

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

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

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

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

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

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

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

ARTICLE 51
Facility Evaluations, Audits, and Assessments

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

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

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

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

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

ARTICLE 52
Professional Standards Program

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

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

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

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

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

Section 6. A PSC will not make records in any form (written or recorded) of their meetings

while dealing with a particular matter. However, the committee will maintain records of how many issues were brought forward, how many were accepted, and the number that were resolved. These records will be provided to the National workgroup and shall only be used to assist in determining if the program is successful. Lessons learned, generic in nature, will be distributed, as deemed appropriate by the committee, to the workforce. Employee names or identifying information shall not be used. In the
event of a performance or behavior-oriented inquiry, an acknowledgement that the issue is resolved or unresolved will be made available to the individual reporting the event.

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

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

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

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

ARTICLE 53
Occupational Safety And Health

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

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

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

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

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

c. Local OSHECCOM: The committees will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative. The committee shall review the progress in occupational safety and health at the facility/office and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee shall have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility/office. The committee shall forward recommendations to the Manager for action on matters concerning occupational safety, health, lighting and air quality. The Manager shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the appropriate Manager, they 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 their days off to allow participation in a duty status.

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

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

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

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

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

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

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

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

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

ARTICLE 54
Wellness Centers And Physical Fitness Programs

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

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

Section 3. In facilities/offices that have on-site wellness centers, employees shall be permitted to utilize the facility during off-duty time in accordance with the policies and procedures of the wellness center.

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

ARTICLE 55
Personal Protective Equipment / Foul Weather Gear

This Section applies in the following bargaining unit: 0062

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

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

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

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

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

ARTICLE 56
Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

ARTICLE 57
Employee Assistance Program (EAP)

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

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

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

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

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

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

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

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

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

Section 6. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty. However, under certain circumstances, the

EAP manager may contact the flight surgeon regarding employees who have medical certificates.

ARTICLE 58
Moving Expenses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Temporary quarter's authorizations may be extended in accordance with the FAATP.

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

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

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

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

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

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

Section 11. Reimbursement for the cost of shipping a Privately Owned Vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds fifteen hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee's POV compared to the costs associated with driving the POV to the new duty station. Reimbursement shall be based on the most advantageous method of transportation to the Government. Employees are responsible for any cost exceeding the most advantageous method of transportation. Vehicles that may be transported under this policy include passenger automobiles, station wagons, and certain small trucks or other similar vehicles that are primarily for personal transportation. Shipment is not authorized for trailers, recreational vehicles, airplanes, or any vehicle intended for commercial use. The employee is authorized the use of a rental car while waiting for the arrival of their POV, for which shipment was authorized, and shall be entitled to reimbursement for a period up to two (2) weeks. The Agency shall extend this time frame if there is a delay in the delivery of the employee's POV through no fault of the employee.

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

Section 13. All reimbursable PCS travel, including that of the immediate family, and transportation, including that for the shipment of household goods shall begin within eighteen (18) months of the effective date of the employee's transfer. The eighteen (18) months time limitation shall be extended for an additional period of time not to exceed six (6) months by the authorizing official where there is a demonstrated need due to circumstances which have occurred during the initial eighteen (18) months and have been determined to be beyond the employee's control. Employees must submit a written request for waiver to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month time limitation. The maximum time for beginning travel and transportation shall not exceed twenty-four (24) months from the effective date of the transfer under any circumstances.

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

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

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

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

case of an involuntary move, the employee may elect a full PCS or a fixed relocation payment in the amount of $27,000.00.

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

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

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

Section 20. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after their new duty station report date.

However, this Section shall not apply in cases of involuntary moves as defined in Section 3 of this Article.

ARTICLE 59
Return Rights

Section 1. To the extent that the Agency has a need for and maintains an administrative return rights program, the program shall be administered in accordance with applicable directives and the terms of this Agreement. If any changes to the program are proposed, the Agency will provide the Union ninety (90) days notice and opportunity to negotiate the changes with the Union.

Employees on overseas tours are entitled for the remainder of their current tour to the protection of the regulations under which they accepted the overseas assignment.

Section 2. To maintain administrative return rights, the employee shall execute an employment agreement for each tour of duty. A tour of duty is usually twenty-four (24) months, but not more than thirty- six (36) months. A tour of duty may be limited to twelve (12) months at foreign duty locations where dependents are not permitted or for safety or security reasons. An employee is usually expected to complete two (2) consecutive tours of duty with an aggregate time, including extensions, of no more than sixty (60) months. The length of a tour of duty may be reduced if it is deemed to be in the best interest of the Agency; consideration will be given to the needs of the overseas organization, the needs of the parent organization and personal desires/circumstances of the employee.

Employees shall be advised of the length of the initial tour when applications are solicited.

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

Section 4. Unless staffing and workload do not permit, an employee who enters into a new employment agreement shall be granted up to twelve (12) months following expiration of their preceding employment agreement to exercise their home leave and/or rights and benefits. Home leave will not be applied toward the time an employee is required to serve on their 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 their post of duty that they will serve for another period of service at the same or another post of duty outside the continental United States. This provision is also applicable to employees serving tours of duty in Alaska and Hawaii, but only under the following conditions.

Employees who transferred to Alaska or Hawaii on or before September 8, 1982, will continue to be eligible to receive allowances for travel and transportation expenses for tour renewal travel to the maximum extent permissible under government-wide regulations. However, those who have transferred or are transferring to Alaska or Hawaii after September 8, 1982, are restricted.

(Leave under this provision is not the same as “home leave” for which employees in Alaska and Hawaii are not entitled to in any event.)

Section 6. Employees exercising return rights shall be given a list of all existing bargaining unit vacancies which are to be filled and for which they are qualified. They must make a selection from the list supplied. This shall be the position to which they are 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 they shall or shall not return.

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

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

ARTICLE 60
Travel Compensatory Time

Section 1. Travel compensatory time shall be administered in accordance with HRPM PRE-3.10, Premium Pay and Allowances, dated May 22, 2020.

ARTICLE 61
Remote Work

Section 1. Policies and procedures regarding Remote Work that are not covered in this Article shall be in accordance with HRPM WLB-12.14, Remote Work Arrangements dated October 6, 2024.

Section 2. For the purposes of this Agreement, the following definitions apply:

a. **Locality Pay Area:** The region or geographic location of the employee's official worksite that determines the Official Duty Station (ODS) for the purposes of identifying the correct locality pay rate. The FAA uses the locality pay areas as defined and maintained by OPM and documented on an employee's Standard Form (SF) 50, Notification of Personnel Action, block 39.

b. **Official Worksite:** The physical location of an employee's position of record where the employee's work activities are based and documented on an employee's telework/remote work agreement.

c. **Remote Work:** A workplace flexibility in which an employee, under a written Remote Work agreement, is approved to perform work at an Alternative Worksite, for example a residence, and is not expected to perform work at an Agency worksite on a regular and recurring basis.

d. **Remote Work Agreement:** Documentation that outlines the terms and conditions of the Remote Work arrangement.

Section 3. An employee's participation in a Remote Work arrangement is voluntary. The Agency may not compel an employee to participate in a Remote Work arrangement, even if the Agency determined that the duties of the position can be performed full-time at an alternative worksite.

As such, Remote Work is appropriate under the following conditions:

a. A position is identified as Remote Work eligible at the time of recruitment or selection; or

b. A position previously designated as ineligible for Remote Work is re-evaluated and determined to be eligible for Remote Work; or

c. An employee requests a Remote Work arrangement and it is approved by the Agency.

Employees must submit a request electronically through the Agency's designated automated time and attendance system (e.g., CASTLE) to participate in a Remote Work arrangement, including their business case and cost/benefit analysis, to their first-level manager, or designee,

who will conduct an initial review. The Agency's approval/disapproval will be based on the criteria established in Section 5 of this Article.

Within thirty (30) days of the signing of this Agreement, the Agency shall ensure that all employees are provided access to CASTLE to submit Remote Work and Telework requests. The Agency shall maintain step-by-step instructions for how to complete the Remote Work Agreement.

For employees who currently do not use CASTLE, employees may, on duty time, request a CASTLE account via the CASTLE home page.

Section 4. Any changes to the employee's Official Worksite must be requested in advance and approved by the Agency.

Section 5. Decision-Making Criteria. Prior to approving Remote Work, the Agency must consider:

- **a.** If there is an adverse Agency impact on the administrative and operational functions of the organization, to include the delivery of quality stakeholder service, and

- **b.** Cost considerations and the potential personnel and organizational implications, including:

    - **1.** Changes in locality pay,

    - **2.** Cost associated with travel expenses,

    - **3.** Future Agency-directed changes to the Official Worksite (including potential permanent change of station costs), and

    - **4.** Lost work time.

Section 6. Remote Workers may only telework on a conditional or situational basis. Telework will be in accordance with Article 68 (Telework).

Section 7. Employees will be informed, in writing, of the final decision regarding their Remote Work request in a timely manner, but not more than thirty (30) days from the request. Upon request, the employee will be provided, in writing, the basis for any denial.

Section 8. Changes to the form and/or information an employee is required to submit when requesting a Remote Work Agreement, or the method by which the request is submitted, shall not be implemented until the Agency has complied with the terms of Article 7 of this Agreement, as appropriate.

Section 9. Remote Workers will be treated equitably in the application of Agency policy and as compared to non-Remote Workers with respect to:

a. Formal feedback discussions (e.g., Mid-Cycle Progress Review, End-of-Year Performance Summary);

b. Training, rewards, reassigning, promoting, changing in grade, retaining, and removing employees; and

c. The quantity, quality, and timeliness of work assignments.

Section 10. Changes to or terminations of a Remote Work arrangement will be based on the criteria established in Section 5 of this Article or based on a request by the BUE. No Agency-initiated changes to or terminations of a Remote Work arrangement will occur prior to ninety (90) days from notification to the maximum extent possible.

Section 11. A Remote Worker will be treated the same as non-Remote Workers with regards to excused absence except for when related to delayed openings, early releases, or office closures because of inclement weather or other unusual situations.

Section 12. For employees whose ODS was permanently aligned to their residence prior to the signing of this Agreement, their current work arrangement will remain in effect until reviewed by the Agency. No sooner than 60 days after the effective date of this Agreement, the Agency will review the employee's work arrangement to determine if it is appropriate for Remote Work.

Section 13.

a. Employees with an approved Remote Work arrangement shall have their ODS permanently aligned to their Alternative Worksite (e.g., residence).

b. Employee travel reimbursement and compensable time for all required office visits, conferences, and similar obligations will be pursuant to Article 96 (Temporary Duty Travel) and the FAATP.

c. The payment of, and entitlement to, any reimbursement due to changes to ODS will be in accordance with this Agreement, including Article 58 (Moving Expenses).

ARTICLE 62
Voluntary Safety Reporting Program

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

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

ARTICLE 63
National Transportation Safety Board (NTSB) Union Representatives

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

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

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

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

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

ARTICLE 64
Safety Events Reporting And Review (Staff Support Specialists Only)

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 their 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 their 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 their 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 their designee, with the names of all employees to be interviewed. The Agency shall collaborate with the Principal Facility Representative, or their 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:

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.

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.

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 their 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. 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
Employee Performance

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

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

ARTICLE 66
Medical Qualifications

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

Section 2. Medical certificate examinations shall be conducted by an Agency medical officer or a certified Aviation Medical Examiner (AME). If there is not a medical officer located in the vicinity, then the Agency shall provide the employee with a list of AMEs within a reasonable traveling distance.

Section 3. National medical standards and associated tests shall be established in accordance with OPM regulations, applicable law, rule or regulation and shall be applied uniformly nationwide.

Engineers who do not perform flight test duties are not required to maintain an FAA Class III medical certificate.

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

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

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

a. If the Flight Surgeon believes that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized and, if there is any cost involved, paid by the Agency.

b. If an employee does not meet the retention standards, the employee may submit further medical evaluations or reports to the Flight Surgeon in order to obtain initial or special consideration. All transportation and expenses will be borne by the employee.

c. If an employee does not meet the standard, either temporarily or permanently, the medical examiner will outline for the employee, in writing, which of the medical standards have not been met. Upon the employee's request, the Flight Surgeon shall normally suggest in writing what further medical evaluations or reports may be submitted by the employee to obtain initial or continuing special consideration.

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

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

Section 7. All correspondence between the Flight Surgeon's Office and the employee is confidential. While local Agency Management may be used as a conduit for the passage of such information, it shall be transmitted back and forth in sealed envelopes to be opened by the employee or Flight Surgeon only, as appropriate.

Section 8. In the event an employee is denied a medical certificate, they may within thirty (30) days after the date of denial apply in writing to the Federal Air Surgeon, FAA Headquarters, Washington D.C. Pending the outcome of the decision by the Federal Air Surgeon, the Agency shall make every reasonable effort to accommodate the employee in accordance with Article 45 of this Agreement.

For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a permanent medical disqualification, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which they are qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

Section 9. Employees must assume the expense of any self-initiated examinations to support review actions. The Flight Surgeon normally will not determine that an employee meets or does not meet medical retention standards solely on the basis of the information provided by the employee's own physician.

Section 10. Employees shall not perform duties associated with the requirement to hold a medical certificate beyond the last day of the month in which their medical certificate expires, unless the clearance is extended by special consideration of the Regional Flight Surgeon. The employee may continue to perform all other duties not requiring a medical certificate.

It is the employee's responsibility to report for medical exams scheduled by the Agency. If the employee's medical certificate expires due to the Agency's failure to schedule the employee's required medical examination in a timely manner, the employee shall be assigned or continue to perform other duties not requiring a medical certificate until such time as a medical certificate is issued.

Section 11. The provisions of this Article shall be applied uniformly nationwide and to those bargaining unit employees who are required to maintain medical certificates.

Section 12. Employees may not perform duties requiring a medical certificate during any period

of known physical deficiency, concurred with by the Regional Flight Surgeon, which would make them unable to meet their current medical certificate. If such conditions occur, the employee may continue to perform their other duties, as appropriate, otherwise the provisions of Article 25 are authorized.

Section 13. At least once annually, the Agency shall provide medication guidelines including restricted medications to the Union at the national level. These guidelines are not a comprehensive or all- inclusive list of all medications that restrict employees from performing safety-related duties.

Section 14. At least once annually, the Parties shall meet to discuss policies on medications and medical conditions that may result in temporary or permanent medical disqualification of employees. In order to make these meetings as productive as possible the Parties' representatives should include qualified medical representatives.

Section 15. As medical qualifications, restrictions and associated procedures may be modified and no such potential modifications have been discussed nor could have been contemplated, the Union reserves the right to mid-term negotiations. Any such negotiations shall be in accordance with Article 7 of this Agreement.

ARTICLE 67
Training

Section 1. The Parties agree that the Agency determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner.

Section 2. The Parties recognize the value of knowledge transfer and training within each Line of Business/Staff Office. Within ninety (90) days of the signing of this Agreement, each Line of Business/Staff Office and the Union shall meet at the national level to determine the need for Collaborative Workgroups in accordance with Article 114 (Collaboration) to explore knowledge transfer practices and possible improvements on training procedures. Should any Collaborative Workgroup be established, they will be empowered to make recommendations to the Parties at the national level.

Section 3. Should the Agency establish a training workgroup or committee within a Line of Business or Staff Office which impacts bargaining unit employees covered by this contract, the Union shall be given the opportunity to participate. While participating in workgroup or committee activities, the Union Representative shall be on official time, if otherwise on duty status.

Section 4. The Agency shall make every reasonable effort to provide an employee a minimum of thirty (30) days advance notice for all required training.

Section 5. The Agency, at the request of the employee and with employee input, agrees to assist the employee who desires a formal individual development plan. The plan, once established, shall be reviewed once a year by the bargaining unit employee and their supervisor to assess progress on achieving the learning goals and to make any adjustments in the plan to reflect changing requirements of the employee's job assignment and/or resource constraints. The scope of activities in these learning plans may include such things as Agency sponsored training, other federally sponsored training, off- the-job development obtained either through reimbursements in accordance with Section 6 of this Article or at no cost to the Agency, on-the-job assignments or details, college or university sponsored training, professional organizationally sponsored training, etc.

Section 6. Employees are encouraged to participate on their own time in self-initiated educational and training programs directly related to improving their job performance and professional development, in support of their job series and roles within the Agency. Employees may be reimbursed for such training in accordance with HRPM TDS-5.2, Talent Development Administration, dated July 20, 2023, subject to the availability of funds and with prior management approval. Requests for approval and reimbursement must be submitted sufficiently in advance so decisions can be made prior to enrollment. The program shall be made available on an equitable basis to all employees covered by this Agreement. The Agency shall take action, through issuance of an appropriate publication, to make all employees aware of the Agency sponsored initiatives for receiving outside training and the procedures for application.

Section 7. Employees may request to enroll in certain directed study courses designed to improve their work performance, to expand their capabilities, and to increase their value to the Agency. The Agency may allow personnel to devote duty time to the study of these courses.

Section 8. Employees receiving Agency authorized training under Sections 5 and 6 of this Article shall be permitted reasonable use of government equipment subject to availability.

Section 9. In the event the Agency issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

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

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

Section 11. Familiarization trips on duty time by employees to visit other ATC facilities shall be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose. Section 12. Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, they shall be notified in writing of the specific areas to be covered and the reasons thereof. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be in accordance with FAA Order 3120.4.

Section 13. When a training review board is convened, the Union shall have the opportunity to designate a participant to serve as a member of the board. The purpose of the training review process is to ensure that all opportunities for training success were utilized while maintaining the integrity of the training program in accordance with FAA Order 3120.4. The review board shall be scheduled at a time and date which is agreeable to all board members. If the Air Traffic Manager does not accept the recommendations of the training review board, they shall provide written justification to the board. Probationary employees will be included in this process.

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

ARTICLE 68
Telework

Section 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPM WLB-12.3, FAA Telework Program, dated October 6, 2024. An employee's participation in a telework arrangement is voluntary.

Section 2. The Parties encourage and fully support the use of telework as a workplace flexibility that enhances the Agency's mission and reputation as an employer of choice. Teleworking is designed to benefit employees, managers, and the community.

Some of the benefits that may result from teleworking include:

a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;

b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;

c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;

d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;

e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems;

f. reduce the office footprint and associated expenses of the FAA, increase workforce retention, and provide flexibilities that increase efficiency and effectiveness.

Section 3. The Administrator determines the agency-wide approach for the FAA regarding telework. Application to NATCA BUEs will be subject to the applicable terms of this Agreement.

Section 4. For the purposes of this Agreement, the following definitions apply:

a. Official Duty Station (ODS). The ODS is the city, county, and state or foreign location where the official worksite is located.

b. Official Worksite. The physical location of an employee's position of record where the employee's work activities are based and documented on an employee's Telework Agreement.

c. Alternative Worksite. An approved worksite other than the Official Worksite, such as

the employee's residence. The Alternative Worksite must provide an environment, connectivity, and security appropriate to the work effort and Agency requirements.

d. **Recall Address.** The official location an employee would report to if required/recalled by management on a telework day. This address is typically, but not always, the same address as the Official Worksite.

e. **Mobile Work.** A type of work that requires an employee to travel frequently away from their ODS to and from agency-designated locations (e.g., inspections, property management, investigations, site audits, etc.). This is not a telework day.

Section 5. The following types of telework shall be available to employees. Approvals/ disapprovals are subject to the criteria in Section 8.

a. **Routine Telework.** Occurs as part of an approved, ongoing, and regular telework schedule:

   1. May include a telework schedule where an employee teleworks from an Alternative Worksite, with the employee scheduled to report physically to the Recall Address two (2) days or more per pay period. Under this schedule, the employee's ODS would remain their Official Worksite.

   2. May include a telework schedule where an employee teleworks from an Alternative Worksite, with the employee reporting to the Recall Address one (1) day or less per pay period. The Agency has determined that this telework schedule requires approval by the Head of Line of Business or Staff Office (LOB/SO), or their designee.

b. **Non-Routine Telework (includes: conditional, situational, and unscheduled telework).** Non-Routine Telework is approved on a case-by-case basis and the hours worked are not part of a previously approved routine telework schedule. Employees shall request their desired telework schedules with their first-level manager in advance.

   1. **Conditional Telework.** This is a temporary telework arrangement based on an employee's unique/temporary need.

      (a) The Agency may authorize up to ten (10) days of telework per pay period, or other alternate telework schedule, that may also include approved leave. Such arrangements are limited to no more than 90 calendar days, unless it is approved by the Head of LOB/SO, or their designee.

      (b) The Agency may require appropriate documentation or supporting evidence.

   2. **Situational Telework.** Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule.

(a) This may also be referred to as episodic, intermittent, unscheduled or ad-hoc telework.

(b) An employee on an approved Situational Telework Agreement may request a specific telework day(s) that satisfies the irregular and/or project-oriented needs of a work assignment. The Agency will respond to such requests in a timely manner.

(c) Requests to telework specific days under this option shall be approved or denied as soon as possible.

3. **Unscheduled Telework.** Unscheduled telework allows a telework-ready employee to perform telework on a day they would normally report to the office when there is an emergency announcement for weather or other unanticipated events. Once the emergency is announced, the Agency may require employees and/or employees will notify their manager of their intention to perform unscheduled telework.

An employee who has a Routine Telework Agreement in place may request a Conditional Telework Agreement. Management will review the request and apply the criteria in Section 8. Once the temporary need has ended, the Routine Telework Agreement will normally be reinstated after resubmission, if the Section 8 criteria continue to be met.

Section 6. Unless the Agency determines that there are operational needs for an employee to report to the office, an employee shall not normally be required to schedule a substitute in-office day for days impacted by one the following events:

a. Emergency situations preventing the employee from commuting to the Official Worksite (e.g., a severe weather emergency);

b. A period of approved absence from work (e.g., leave);

c. Any holiday or day in lieu of a holiday defined under Article 28 (Holidays);

d. When an employee is temporarily directed to work at a location other than the Recall Address; or

e. When the employee is in temporary duty travel status away from the Recall Address.

Section 7. Alternative Worksites. Upon their manager's approval, and as a condition of the Telework Agreement, employees may work at one or a combination of Alternative Worksites, which include:

a. A location in a space set aside as an office or workplace (e.g., residence) which provides appropriate environment, connectivity, and security;

b. A teleworking center operated by the federal, state, or local government, by private industry, or by a combination of organizations working together. Teleworking centers typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time;

c. Another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees; or

d. A mobile office situation where the nature of the employee's position requires that their primary duties be performed on the road or at a non-FAA third party's worksite.

Section 8. Telework Criteria. When an employee requests to telework and/or make a modification of their telework agreement, the Agency will apply the following criteria to grant or deny the specific request in a fair, objective, and equitable manner and based on sound business practices, not arbitrary limitations:

a. The request would not have an adverse impact on any Agency operation or the mission of the FAA, including customer service and team productivity;

b. Cost considerations and the potential personnel and organization implications, including:

1. Changes in locality pay,

2. Costs associated with travel expenses,

3. Future agency-directed changes in official worksite including permanent change of station (PCS) costs, and

4. Lost work time;

c. Work activities are portable and not dependent on the employee being at the Official Worksite;

d. Necessary materials and information to perform the position's duties are transportable to and from the Agency-designated location, and are consistent with data and systems security requirements, including Privacy Act protection requirements; and

e. The work activities are appropriate for virtual management oversight because of clear and measurable performance standards and results.

Employees may be restricted from participating or continuing to participate in a Telework Agreement if:

a. The employee has documented deficiencies that reflect the employee's performance is unsuitable for telework. The restrictions based on these reasons may be reconsidered

after the resolution of the officially documented deficiency.

b. Employee has been officially disciplined, with a letter of reprimand or greater penalty, for absence and leave misconduct within the past 12 months, or

c. Employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

Section 9. A Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies and must be in place before the employee begins teleworking. The following procedures apply to the submission, modification, denial, termination, and/or request for reconsideration of a Telework Agreement. Telework Agreements must, at a minimum, be reviewed and renewed annually.

a. Submissions. Each eligible employee who requests to telework must electronically submit an FAA Telework Agreement through the Agency's designated automated time and attendance system (e.g., CASTLE). Approved Telework Agreements shall become effective the next full pay period after notice to the employee or the requested start date, whichever is later.

b. Modifications. Changes to a Telework Agreement require the employee to submit a modification. This includes, but is not limited to, permanent changes to: first-level manager, Alternative Worksite(s), alternative work schedule, designated telework days, and/or number of telework days.

1. Employee-initiated modifications:

(a) If the Agency approves an employee-initiated modification, the approved Telework Agreement shall become effective the next full pay period after notice to the employee or the requested start date, whichever is later.

(b) Denial of the modified agreement must be in accordance with Section 9(d) of this Article.

(c) If the employee's request for modification is denied, the existing Telework Agreement will remain in effect, subject to the criteria in Section 8.

2. Agency-initiated modifications:

(a) If the employee accepts an Agency-initiated modification, the employee shall submit a modified Telework Agreement in accordance with Section 9(a) of this Article, which shall become effective no earlier than the next full pay period after notice to the employee.

(b) If the employee chooses not to accept an Agency-initiated modification, the Agency may initiate a termination of the existing Telework Agreement in accordance with Section 9(e) of this Article.

c. Agency Response Time. The Agency shall provide a written response to Telework requests and/or modifications to an existing Telework Agreement to the employee within fourteen (14) calendar days. A response to a Routine Telework Agreement request that would result in an in- office/in-person presence of one (1) day or less per pay period shall be provided within thirty (30) calendar days.

d. Denials. Denial of an employee's request for a Telework Agreement or modification of an existing Telework Agreement must be based on the criteria established in Section 8. Rationale for a denial shall be provided in writing and will include specific information about how the criteria considered under Section 8 were applied, as well as information about when the employee might reapply, what actions the employee should take to improve their chance of approval, and, if applicable, any alternative acceptable telework options.

e. Terminations. Termination of an employee's Telework Agreement must be based on the criteria established in Section 8. Rationale for a termination shall be provided in writing and will include specific information about how the criteria considered under Section 8 were applied, as well as information about when the employee might reapply, and any alternative acceptable telework options, if applicable. To the extent practicable, the Agency shall give a fourteen (14) calendar-day notice to the employee prior to termination of a Telework Agreement. Situations requiring a period longer than fourteen (14) calendar days, but not more than thirty (30) calendar days, for terminating a Telework Agreement may be granted upon reasonable request and if operational considerations permit.

f. Requests for Reconsideration. An employee may, in writing, request reconsideration of the first-level manager's decision from the second-level manager within ten (10) days of receiving any denial.

1. The second-level manager shall respond in writing to the employee's request for reconsideration normally within ten (10) days but not later than fourteen (14) days of the receipt of the request.

(a) If the reconsideration is approved, a Telework Agreement must be electronically submitted and approved prior to teleworking. The employee's telework status will be effective not earlier than the next full pay period following the date of the second-level decision.

(b) If the reconsideration is denied, the response will be in accordance with Section 9(d).

Section 10. Teleworkers will be treated fairly and equitably in the application of Agency policy

and as compared to non-teleworkers with respect to:

a. formal feedback discussions (e.g., Mid-Cycle Progress Review, End-of-Year Performance Summary);

b. training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and,

c. the quantity, quality, and timeliness of work assignments.

Section 11. Emergencies and Unusual Situations. The Parties recognize that employees may encounter unusual situations or emergencies which may affect the operating status of a government facility and/or an employee's ability to telework.

a. An employee who is designated as an Emergency Employee in the FAA's Continuity of Operations Plan (COOP) is required to telework in accordance with the Agency policy and the COOP.

b. In the event of an Agency-directed emergency response (e.g. national health emergency) all employees, including those without Telework Agreements, may be directed to telework. In that circumstance, the Agency will issue specific instructions on what steps will need to be taken by the employee to begin telework (i.e., equipment usage, software, etc.) and, engage in bargaining in accordance with Article 7 of this Agreement and the law.

c. An employee with an approved Telework Agreement who is telework ready must telework during an event, incident, or circumstance that interrupts or compromises operations at, or travel to or from, the Recall Address.

d. In case of emergencies affecting the Alternative Worksite (e.g., technical difficulties, loss of power, earthquake, etc.) employees participating in telework are to contact their first-level manager as soon as reasonably possible.

e. An employee who is unable to telework may be approved for unscheduled leave, unpaid leave, or be granted excused absence on a case-by-case basis.

Section 12. Split Workdays.

a. With first-level manager approval, an employee may split their workday between teleworking and their Recall Address. Under these circumstances, the employee's travel between their Alternative Worksite and the Recall Address will be during non-work hours.

b. Agency-required travel between an Alternative Worksite and a mobile work location will be on duty time and in accordance with Article 96 (Temporary Duty Travel) and the FAA Travel Policy. When the Agency requires the employee to split their telework day,

it will be considered in-office days for purposes of this Article.

Section 13. Requirement to Return to the Recall Address on a Scheduled Telework Day: Teleworking employees working at an Alternative Worksite may be recalled to the Recall Address based on essential operational requirements. Under these circumstances, the following should occur.

a. To provide employees sufficient time to make necessary arrangements, first-level managers should notify employees as soon as possible if they are subject to a recall to the Recall Address.

b. If an employee is recalled to the Recall Address on a scheduled telework day, the employee may request another telework day. At the first-level manager's discretion, they may approve another telework day within the same workweek or pay period.

c. If the Agency requires the employee to report to the Recall Address after the start of a scheduled shift, the time required to commute counts as duty time.

Section 14. Nothing in this Article should be construed to prevent the Agency from approving an employee's request for temporary changes to the specific telework days or telework locations.

Section 15. Changes to the form and/or information an employee is required to submit when requesting a Telework Agreement, or the method by which the request is submitted, shall not be implemented until the Agency has complied with the terms of Article 7 of this Agreement, as appropriate.

Section 16. Teleworking employees are not required to live within a certain proximity to the Official Worksite, however:

a. The employee must be able to report to the Recall Address in a timely manner as required and when directed by management.

b. Employees who telework retain the Official Duty Station (ODS) for the location of the Official Worksite if they report to the ODS no less than two (2) days per pay period.

c. Employees shall not receive reimbursement for travel expenses for commuting to the Recall Address.

ARTICLE 69
Dress Code

Section 1. Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which maintains public confidence in the professionalism of the bargaining unit workforce.

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

Section 3. Neckties shall not be mandatory and denim trousers shall be permitted, as long as their condition meets the standards of Section 1 of this Article, with the following exceptions:

a. Employees in AAM-800 during bi-weekly inspection visits when the necktie standard of the inspection site being visited requires a tie to be worn and denim trousers shall not be permitted during bi-weekly inspection visits.

b. Employees in ARP and those in Series 1102 (Contracting Officers and Specialists) with duty locations in Washington, DC or Atlantic City, NJ, when meeting with external organizations

ARTICLE 70
Parking

Section 1. Parking accommodations at FAA occupied buildings and facilities shall be governed by applicable laws and regulations. This space shall be equitably administered among employees in the bargaining unit. There shall be adequate parking spaces at each facility where there are employees with bona fide physical handicaps.

Section 2. At parking facilities under control of FAA, the Agency shall establish procedures which shall allow employees to enter and exit freely without requiring them to wait unreasonably.

Section 3. At those Agency owned or leased parking areas in locations of known sustained low temperatures, zero (0) degrees Fahrenheit or below, the Agency agrees to provide and maintain an adequate number of outdoor electrical outlets for the use of bargaining unit employees. Where outdoor electrical outlets are provided, the Agency shall ensure that the outlets are activated at temperatures of twenty (20) degrees Fahrenheit or below. This provision shall also apply to any future acquired parking areas.

Section 4. When the temperature at a location is less than ten (10) degrees Fahrenheit, the Agency may allow an early vehicle start.

Section 5. When two (2) or more parking spaces are reserved for the line of business, other than those reserved for government cars, visitors and handicapped individuals, a space shall be made available to the corresponding Union Representative.

Section 6. When parking is under the Agency's control, every reasonable effort shall be made to provide safe and appropriately lighted, adequate parking at no cost to the employee. The Agency agrees to exercise reasonable care in maintaining the security of the area and vehicles, to the extent of its authority. When parking is not under the control of the Agency, every reasonable effort will be made to obtain parking as close to the facility as possible.

ARTICLE 71
Employee Services

Section 1. The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established.

Section 2. Bargaining unit members shall have the right to establish a coffee area in close proximity to their work area(s). The Agency will provide coffee maker(s), microwave oven(s) and refrigerator(s) at each facility/office. The number and locations for the coffee maker(s), microwave(s) and refrigerator(s) shall be negotiated at the local level. The utilization of any portion of this Section must be in conformance with local fire code.

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

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

Section 5. At facilities/offices where proceeds from vending and recreational machines do not go exclusively to the contractor, the Union shall have the right to designate a representative on the employee committee overseeing the distribution of those proceeds.

ARTICLE 72
Calendar Days

Section 1. Unless specified to the contrary, whenever the term “days” is used in this Agreement, it shall mean calendar days.

ARTICLE 73
Substance Testing

Section 1. All substance testing (drug and alcohol) conducted by the Agency shall be done in accordance with applicable laws, DOT Order 3910.1, the DOT Drug and Alcohol Testing Guide, and this Agreement.

Section 2. The Union's local bargaining unit representative or their designee shall be notified of the arrival at the facility/office of the collector/Breath Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees. The Agency shall advise the Union's local bargaining Representative or their designee of both the maximum number of employees to be tested and the time parameter of the testing period. Absent an emergency or other special circumstance, the Union's local bargaining Representative or their designee, shall be released on official time for the purpose of performing representational duties. The Representative, or their designee, will be notified when substance testing has been completed. Upon request, the Agency will inform the Representative of the number of people tested at the facility/office and the number of employees to be rescheduled.

The Union may request a copy of the annotated test list which shall be provided to the Union as soon as the information becomes available. All privacy data will be removed from the copy prior to delivery to the Union.

Section 3. An employee who wishes to have a Union Representative present during the testing process shall be permitted to do so, provided a Representative is readily available, and the collection/test is not delayed. The employee shall notify the supervisor of their wish to obtain representation as soon as the employee learns that they are to be tested. The Representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

Section 4. The Union at the national level shall be given a copy of the Agency's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation.

In addition, one (1) Union Representative shall be permitted to accompany officials of the Agency on an inspection of the testing laboratory once a year, if the Agency conducts such an inspection.

Section 5. Employees will be given notice privately where and when to appear for substance testing.

Section 6. The Agency recognizes its obligations under the Privacy Act with respect to information about bargaining unit employees and their connection to substance testing including non- disclosure by collectors/contractors.

Section 7. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

Section 8. All equipment used for alcohol testing shall meet the requirements and standards as specified in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide. Upon written request, the Union shall be given a copy of the results of calibration checks for equipment used for alcohol testing. The request must include the specific site location(s) (with acronym(s) spelled out) and the specific date(s) that testing occurred. If any testing equipment is found to be out of tolerance/calibration as specified in Chapter VI, DOT Order 3910.1, every test result of 0.02 or above obtained on the device since the last valid external calibration check shall be invalid.

Section 9. The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling and refrigeration of urine samples prior to testing are followed.

Section 10. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

Section 11. Employees will be notified of drug test results within a reasonable period of time, normally five (5) working days, of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results. Alcohol test results shall be made available to the employee at the time of testing. Notification of test results shall be handled in a confidential manner. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

Section 12. Only employees who are in a duty status shall be subject to substance testing.

Section 13. Post accident/incident testing shall only be conducted on employees whose work performance at or about the time of the covered event, as described in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, provides reason to believe that such performance may have contributed to the accident or incident, or cannot be completely discounted as a contributing factor to the accident or incident. If an employee is held past their shift end time, they will be paid overtime in accordance with this Agreement. In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave the facility/office if the collector/BAT has not arrived at the facility/ office or will not be arriving shortly. The employee will be required to sign a statement that they will not consume alcohol for up to eight (8) hours of the time of the covered event and that they must return to the facility/office for testing when called back.

Section 14. When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, the Agency may require that an employee submit to substance testing. Reasonable suspicion must

be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere "hunches" are not sufficient to meet this standard. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, they will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT regulations.

Section 15. In accordance with DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, each urine specimen shall be split into two specimen bottles using the split specimen procedure. If the Medical Review Officer (MRO) verifies the primary specimen bottle (bottle A) is positive, substituted and/or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another HHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A. Only the donor can make such request. Such request shall be honored if made within seventy- two (72) hours of the donor having received notice that their primary specimen tested positive and was verified.

Section 16. If an employee fails to provide an appropriate amount of urine in accordance with the DOT Drug and Alcohol Testing Guide, the employee will be given a reasonable period of time to provide a specimen. The employee will be allowed an appropriate amount of time, in accordance with the DOT Drug and Alcohol Testing Guide, from the time the last donor to be tested is notified to provide a specimen. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with DOT Order 3910.1.

Section 17. Every reasonable effort shall be made to accommodate employee requests for annual or sick leave immediately upon completion of a drug test in order to allow the employee to secure back- up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

Section 18. In the event of a confirmed positive alcohol test of .02 or higher, the Agency shall, upon written request, provide to the employee and the Union the maintenance and calibration history of the equipment used and the BAT's last certification.

Section 19. There shall be no local or regional supplements to this Article.

Section 20. Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

ARTICLE 74
Critical Incident Stress Management (CISM)

Section 1. The Agency has established a Critical Incident Stress Management (CISM) Program which is designed to proactively manage the common disruptive physical, mental and emotional factors that an employee may experience after a critical incident (e.g.. accidents/incidents, such as an aviation disaster with loss of life, the death of a co–worker, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

Section 2. The Agency's CISM Program is an educational process designed to minimize the impact of a critical incident on employees.

It is not intended to evaluate employees in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.

Section 3. The CISM Program will include fifteen (15) Peer Debriefers appointed by the Union for the purpose of responding to critical incidents and providing peer support. From within this team, the Union, at the national level, will designate up to four (4) national CISM coordinators to work with jurisdictional EAP Managers to arrange for critical incident response.

Section 4. CISM training will be provided to the Union designees referenced in Section 3 of this Article on duty time, if otherwise in a duty status, and shall entitle the participants to travel and per diem allowances. The Agency agrees to adjust the schedule(s) of participants to allow them to participate in a duty status.

Section 5. Whenever the Agency determines to send out a CISM team, the Union designee shall be relieved, as soon as staffing and workload permits, from their duties to immediately proceed to the scene. The Agency shall adjust the Union designee's schedule to allow for travel and participation in CISM team activities on duty time. Travel and per diem expenses shall be authorized for the CISM team member.

Section 6. The local Union Representative or their designee will be notified a reasonable time in advance whenever employees will be required to attend mandatory educational briefings as part of the CISM process, and will be provided the opportunity to attend.

Section 7. When a determination is made to conduct an educational briefing following a critical incident, all affected employees will be notified and will be required to attend. Upon completion of the mandatory educational briefing, employees will be notified that a licensed counselor from the Agency's Employee Assistance Program (EAP) contractor and a Peer Debriefer will be available for bargaining unit employees who request to participate in a Critical Incident Stress Debriefing (CISD). An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of the EAP services will be provided in accordance with the provisions of Article 57 of this Agreement and applicable Agency directives. If requested,

bargaining unit employees shall only receive peer support from other bargaining unit employees.

Section 8. Within one (1) year of the signing of this Agreement, the Parties shall develop and provide instructional material to all bargaining unit employees about the Agency's CISM program.

Participants shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem for the development of this material.

Section 9. The CISM Program shall be administered in accordance with applicable Agency directives and this Agreement.

ARTICLE 75
Injury Compensation

Section 1. The Agency agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Worker's Compensation Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of their assigned duties.

Section 2. 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 and four (104) hours, not to exceed eight (8) hours per pay period, of official time per year to perform OWCP Representational functions. Absent an emergency or other special circumstance, the grant of this time shall be approved upon request.

Section 3. The Parties agree to use the DOL Employees Compensation Operation Management Portal (ECOMP) to file Injury and Illness Reports (OSHA Form 301) and Workers' Compensation claims (CA-1, CA-2, and CA-7 forms).

Section 4. The Agency will maintain a website on the FAA intranet that provides information to employees on existing requirements and proper procedures for reporting such injuries or illnesses as described in Section 1.

Section 5. Once annually, the Agency will brief employees via eLMS of the following resources:

a. The FAA intranet website described in Section 4;

b. The DOL ECOMP system; and

c. For employees who maintain current medical clearance, reporting OWCP injuries on FAA Form 8500-8.

The Agency will share the draft of the eLMS briefing with the Union's OWCP Claims Representative before publishing it. The Union OWCP Claims Representative may provide the Agency feedback and recommendations regarding additional information they deem necessary to be included in the communication.

Section 6. The Agency will ensure that Federal Employees Compensation Act (FECA) claim forms are available to bargaining unit employees through the applicable electronic system. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees through the FAA website. The Agency shall assist employees in completing all forms necessary to ensure proper and prompt adjudication of their claim.

Section 7. For an employee who is incapacitated, the Agency will submit an Injury and Illness Incident Report (OSHA 301) and, if requested, a Workers' Compensation claim (CA-1, CA-2, and CA-7 forms). For the purpose of this Section, an incapacitated employee is a bargaining unit employee who is unable to access a computer and complete the online form because of medical/health related reasons. The language in this section does not obviate the requirement that the injured worker meet their burden of proof, as provided at 20 CFR 10.115

Section 8. If, through no fault of the employee, the Agency has failed to submit the CA-1 or CA-2 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 or CA-2 form to OWCP District Office within ten (10) working days as defined by 20 CFR 10.110; and

b. The employee has lost leave and/or wages as a result of the Agency's delay.

This Section does not apply to employees whose OWCP claim has been denied by the Department of Labor.

Section 9. The employee is entitled to select the physician or medical facility of their choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

Section 10. Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

Section 11. 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.

ARTICLE 76
New Facilities / Current Facility Expansion / Consolidation/Collocation

Section 1. Concurrent with the request for the approval of funding to build a new facility/office, or combine several functions at a new location, or expand and/or remodel an existing facility/office the Union shall be notified in writing at the appropriate level.

Section 2. At a mutually agreed upon time after the signing of this Agreement, the Agency will brief the Union at the national level of any projects currently planned and/or under construction, or being implemented.

Section 3. For those matters referenced in Section 1 of this Article, the Union may designate a bargaining unit participant on the committee/workgroup. The Union designee will provide technical expertise and will be provided access to the same information provided to other group members and will be responsible for informing the Union on the project status. The Union's designee shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem, when appropriate, while participating on the committee/workgroup.

Section 4. The Union at the appropriate level will be promptly notified when the Agency has approved the project implementation plan(s) for the new, expanded and/or remodeled facilities/offices that affect any portion of the facility/office used by bargaining unit employees or relocation and/or severance of existing facility/office functions and/or services.

Section 5. At new or existing locations where existing facility/ office functions and/or services will be relocated and/or severed, each individual facility/office will, at the discretion of the Union, remain separate and distinct or combined for Union recognition and representation purposes.

Section 6. Any agreements reached by the Parties in the workgroup referenced above shall be reduced to writing and shall be binding on both Parties. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

ARTICLE 77
Asbestos

Section 1. At intervals not greater than every nine (9) months, the Agency shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers, in accordance with OSHA/EPA protocol, in all facilities/offices known to contain friable asbestos containing materials (ACM) or non-friable ACM which is likely to become friable, whether exposed or contained internally in the construction of the facility/office. Upon request, the local Representative or their designee shall be allowed to observe the test process and shall receive a written copy of the results. All testing shall be conducted by a certified contractor specializing in asbestos/air quality monitoring. The Union, at its own expense, may designate an Industrial Hygienist to observe all air monitoring activities conducted by the Agency's certified contractor.

Section 2. In the event that a facility/office is planning a construction project which may cause the release of airborne asbestos fibers in areas frequented by bargaining unit employees, the local Representative or designee shall be given a pre and post briefing on the construction project and be permitted to participate in all abatement project meetings that may impact bargaining unit employees.

Additionally, the local Representative will be permitted to attend any Management briefings at the facility/office concerning air sampling and monitoring information. If, during the construction project, there is a release of airborne asbestos fibers, the local Representative or designee shall be immediately notified, will receive periodic progress reviews as appropriate, and will be provided copies of all documents concerning the release. Upon request, the local Representative shall be given an explanation of these reports. In addition, the Union may appoint a Representative on each shift to receive copies of all air monitoring reports as soon as they can be made available. Upon request, the Union's Hygienist shall be permitted to attend meetings under this Section.

Section 3. The objectives of air monitoring by the Agency in connection with construction projects are as follows:

- **a.** to establish baseline fiber levels in affected occupied space;
- **b.** to determine if fiber levels above established baseline levels are present in these occupied spaces; and
- **c.** to determine if correlations exist between routine activities and any increase above baseline.

Baseline fiber levels at each facility/office shall be established by the Agency in consultation with the Union's Certified Industrial Hygienist.

Section 4. Any evidence of visible release or airborne asbestos contamination, in excess of

FAA/OSHA safety limits, shall result in immediate control steps by the Agency to abate the hazard caused by the asbestos. The Agency shall retain an asbestos abatement contractor as soon as possible.

Section 5. The Agency and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.

Section 6. If protection measures will not provide adequate protection of occupants, the Agency will relocate bargaining unit employees outside of the affected work area while asbestos removal or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

Section 7. In the event that relocation is not required/possible, the abatement contractor will seal off the abatement area, when required, with a negative pressure enclosure. When negative enclosures are used, the contractor will ensure and maintain negative pressure at all times.

Section 8. Decontamination facilities will be provided for all abatement workers and strict decontamination procedures will be enforced to ensure that workers cannot bring asbestos outside of the enclosure.

Section 9. Bargaining unit employees who work in facilities/offices known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their workplace.

Section 10. The contractor will be required by the Agency to take continuous air samples by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. All data and reports from the laboratory will be shared with the Union as soon as they are received. Representative personal monitoring shall also be conducted in accordance with the model contingency plan on at least one (1) employee in areas occupied by bargaining unit employees.

Section 11. The abatement area cannot be reoccupied until it has passed a visual inspection and met a clearance air sampling criteria (e.g. by PCM or Transmission Electron Microscopy (TEM)) in accordance with applicable regulations.

Section 12. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Agency with a written chain- of-custody record covering the period during which they were outside the possession of the Agency. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Agency. The Union's Hygienist will be allowed to perform side-by-side TEM air monitoring on a random basis, on days and times to be determined by the Union, at the Union's expense. The Parties will

exchange copies of all reports, records, memoranda, notes and other documents prepared by the Agency, the Agency's contractor, the Union, the Union's Hygienist and the Union's accredited laboratory. The Union will give the Agency advance notice of visits by its Hygienist.

Section 13. Bargaining unit employees who have been exposed to levels equal to or greater than OSHA permissible exposure limits shall be eligible for medical surveillance programs paid for by the Agency, in accordance with OSHA standards/FAA directives.

Section 14. The Agency recognizes its obligation to comply with the requirements of 29 CFR in connection with all facets of asbestos abatement operations. Asbestos abatement will comply with OSHA Standards 1910 and 1926, FAA Order 3900.19, the Agency's O&M Plan, and the appropriate facility Model Asbestos Abatement Contingency Plans.

ARTICLE 78
Acquired Immuno-Deficiency Syndrome (AIDS)

Section 1. Employees infected by the Human Immuno-deficiency Virus (HIV) or with Acquired Immuno-Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 CFR 1614.203, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the employee.

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

ARTICLE 79
Fare Subsidies for Employees

Section 1. Public Law 101-509 of the Treasury, Postal Service and General Government Appropriations Act of 1991, provides for a rules change to government policy in that the Agency can subsidize an employee's cost of commuting to and from work.

Section 2. Fare subsidies shall be provided in conjunction with programs established by state and/or local governments as provided for in DOT Order 1750.1 and any subsequent changes to that order. The monthly benefit shall not exceed the amount established in these orders or the local monthly cost of public mass transportation, whichever is less.

Section 3. Employees using public mass transportation are eligible to participate in fare subsidies. Only employees who are not named on a work-site motor vehicle parking permit with DOT or any federal agency, and who commute via public mass transportation may participate in this program.

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

Section 5. Employees shall receive any subsidies due under this Article in accordance with Article 39, Section 3 of this Agreement.

ARTICLE 80
FAA Purchase Card

Section 1. All FAA purchase card usage shall be in accordance with the FAA Acquisition Management System (AMS).

Section 2. The cardholder is responsible for validating all charges and credits on the monthly billing statements and reporting to their approving official any suspicious or unexplained activity.

Section 3. The cardholder is not responsible for certifying the monthly billing statement.

Section 4. No employee shall be subject to a credit check in order to be a purchase cardholder unless required by the card provider or government-wide law, rule, or regulation.

Section 5. Any failure of the Agency to pay for authorized purchases charged to the purchase card, or suspicious/unexplained activity which has been reported to the approving official, shall not adversely reflect on the cardholder's credit history.

When bargaining unit employees are to be assigned general purchasing responsibility that requires the use of the purchase credit card, the Agency shall solicit for volunteers from amongst qualified employees. In the absence of volunteers, assignments shall be made in a fair and equitable manner.

ARTICLE 81
Hazardous Duty Pay

Section 1. Hazardous duty pay differential(s) shall be paid by the Agency in accordance with 5 CFR Part 550, Subpart I.

ARTICLE 82
Aeronautical Center

Section 1. The Parties recognize the right and responsibility of the Union to represent bargaining unit employees, as specified in Article 2, Section 1, who are in attendance at the Mike Monroney Aeronautical Center.

Section 2. The Agency shall provide a separate bulletin board for the posting of Union materials in a non-work area frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense.

Section 3. The Union and all members of the bargaining unit shall be afforded all representational rights under this Agreement while at the Aeronautical Center.

Section 4. Any grievance filed by bargaining unit employees temporarily assigned to the Aeronautical Center shall be processed at their facility/office of record. All grievances shall be initiated with the Agency's representative in accordance with Article 9, Section 7, Step 2 of this Agreement.

ARTICLE 83
Seniority

Section 1. Seniority will be determined by the Union.

Section 2. The Union will notify the Agency of the seniority policy and discuss with the Agency any modification(s) thereto.

ARTICLE 84
Disabled Veterans Affirmative Action Program

Section 1. The Agency agrees that it has an obligation to assist disabled veterans who, by virtue of their military service, have lost opportunities to pursue education and training oriented toward civilian careers.

Section 2. The Agency agrees to comply with the Department of Transportation's Disabled Veterans Affirmative Action Program as required by 38 USC, Chapter 42

ARTICLE 85
Accommodation of Disabled Employees

Section 1. For the purpose of this Article, a disabled employee is an employee whose permanent disability renders him/her unable to perform their duties at their present facility/office.

Section 2. A disabled employee shall receive priority consideration at their request, to any facility/office with an existing vacancy at which the employee's disability does not preclude him/her from performing such duties.

Section 3. Nothing in this Article is intended to limit the applicability of the Rehabilitation Act of 1973, as amended, including the employee's right to reasonable accommodation.

ARTICLE 86
Career Transition Assistance

Section 1. Unless otherwise specified in this Agreement, the Agency will provide career transition assistance in accordance with Human Resource Policy Manual, EMP-1.22, Career Transition Program, to all employees who have received an FAA reduction-in- force (RIF) separation notice or who have been separated through RIF procedures in the FAA (displaced employees) as well as to employees who are likely to face displacement through anticipated FAA RIF or internal reorganization/realignment to a different position (surplus employees).

Section 2. A Certification of Surplus Status (CSS) will be issued by the head of the LOB or their designee within thirty (30) days of the determination that an employee is surplus and can cover a period of up to six (6) months. Certifications may be renewed in increments of up to six (6) months each for as long as the employee is surplus.

Section 3. An employee who has declined a directed reassignment or transfer of function reassignment outside the local commuting area and who has received a proposed separation notice or has been involuntarily separated will be considered an affected employee.

Section 4. The Agency will make every reasonable effort to provide surplus employees with up to sixteen (16) hours of duty time per pay period to pursue career transition activities.

Section 5. The Agency agrees to provide displaced employees with a minimum of thirty-two (32) hours of duty time per pay period.

Subject to staffing and workload, affected employees will receive up to thirty-two (32) hours of duty time per pay period to pursue transition activities.

Section 6. Surplus, displaced, and affected employees shall be given reasonable access to government local and long distance telephone service, copy machines, computers, Internet access and e-mail, and printers and fax machines, where available. This equipment may be used to pursue transition activities when not in use by the Agency.

Section 7. The Agency shall supply closeout performance evaluations to any displaced or affected employee who has been working under an existing position description for at least ninety (90) days.

Section 8. Affected employees who have received a proposed separation notice, but who have not yet received a final separation notice, shall receive priority consideration for vacancies within the Agency for which they are qualified, within the local commuting area.

Section 9. For two (2) years following their date of separation, affected employees shall be given first consideration for reemployment into a vacant FAA position in which they are qualified for under the following conditions:

a. the vacant position is at or below the grade level from which the individual was separated;

b. the area of consideration stated in the vacancy announcement includes any non-FAA applicants;

c. the individual submits a timely application under the vacancy announcement; and

d. the individual includes with their application, a copy of the first consideration eligibility letter that was provided with the separation notice.

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

Section 10. Affected employees who are involuntarily separated shall be provided a letter explaining their eligibility for first consideration. This letter shall be given to an employee simultaneously with the final separation notice.

ARTICLE 87
Flexible Spending Accounts (FSA)

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

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

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

Section 4. The Agency agrees to post the FSA website address at each facility/office in a place frequented by bargaining unit employees.

ARTICLE 88
Financial Disclosure and Divestiture

Section 1. The Agency will ensure that any orders to divest, including appropriate timeframes and procedures, will be distributed to all employees when a newly prohibited financial interest is received from the Agency's Office of the Chief Counsel.

Section 2. The Agency shall keep an updated and accurate copy of the list of prohibited investments that the Agency utilizes in making its divestiture determinations. This list shall be made available to all employees through a link on the Federal Aviation Administration employee website and shall be briefed to new employees during new employee orientation.

Section 3. The Agency shall make employees aware of the timeframes established by the Agency's Office of the Chief Counsel relating to the issuing of a Certificate of Divestiture.

Note: Sections 4 through 6 apply only to employees required to file a confidential financial disclosure report.

Section 4. Not less than thirty (30) days prior to being required to file a confidential financial disclosure report, whether it is an initial or annual report, each reporting employee will be given written notice:

a. of the Agency's decision to require him or her to report;

b. the standards upon which that decision is based;

c. the right to request a review of that decision within ten (10) days; and

d. either a copy of the report form or an internet address where a form can be downloaded or filed electronically.

Section 5. Where forms are not filed electronically, the Agency will provide each reporting employee a confidential envelope addressed to the Designated Ethics Counselor (DEC) with the employee's first and last name annotated on the outside of the envelope for record keeping purposes only. Once the form has been completed by the employee, except for forms that can be filed electronically, the employee shall enclose the form in the envelope, seal the envelope, and return the envelope to the designated Ethics Program Coordinator (EPC) responsible for the collection of the sealed envelopes.

The designated EPC shall insure delivery of all envelopes unopened to the DEC. The review or signature of the manager/supervisor is not required on the form.

In accordance with 5 CFR 2634 Subpart C, the Parties understand that in filling out a financial disclosure form:

a. no disclosure of amounts or values of an asset or income are required;

b. only assets that are held for investment that are worth $1,000.00 or more, or that produced over $200.00 in income during the reporting period must be disclosed.

Section 6. When a disclosure report raises a question of possible or apparent conflict of interest, the DEC will notify the employee promptly in writing and offer an opportunity to explain or to identify solutions. Before ordering any employee to divest any asset(s), the Agency shall, to the maximum extent possible, assist the employee to resolve the conflict. In the event of non-compliance, investigative, or enforcement purposes, disclosure to persons other than the employee will be accomplished in accordance with applicable provisions of the Privacy Act and its implementing regulations.

Section 7. An Agency designee may grant a written waiver from the prohibition for employees, spouses, or minor children of employees, holding stock or having any other security interest in an airline or aircraft manufacturing company, or in a supplier of components or parts to an airline or aircraft manufacturing company, based on a determination that the waiver is not inconsistent with 5 CFR 2635 or otherwise prohibited by law, and that, under the particular circumstances, application of the prohibition is not necessary to avoid the appearance of misuse of position or loss of impartiality, or otherwise to ensure confidence in the impartiality and objectivity with which FAA programs are administered. A waiver under this Section may be accompanied by appropriate conditions, such as requiring execution of a written statement of disqualification. Notwithstanding the granting of any waiver, an employee remains subject to the disqualification requirements of 5 CFR 2635.402 and 2635.502.

ARTICLE 89
Government Travel Charge Card

Section 1. Employees who are required to travel more than two (2) times in a twelve (12) month period will be issued a Government contractor-issued charge card for official travel. Upon request, employees who travel less frequently may be issued the card.

Section 2. Employees will use the card to pay for official travel expenses to the maximum extent possible for transportation, lodging and car rental expenses.

Section 3. In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.

b. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.

c. The terms of the charge card agreement and a guide for the proper use of the card, billing, resolution of transaction disputes, suspension/cancellation procedures, and privacy act notice, including that relating to the use of Social Security numbers shall be provided at or prior to the time the travel charge card is issued.

d. The Agency will ensure that cash limits for ATM access are commensurate with the employee's assignment.

Section 4. No credit check will be performed on the employee as a prerequisite to maintaining a government travel charge card.

However, a credit check may be required for a first time applicant in accordance with OMB Circular A-123 Appendix B.

If obtaining a credit score is not possible (e.g., the applicant refuses to provide consent or does not have a credit history) or in the event the applicant has a credit score of less than 660, the Agency may still issue a "restricted" (as defined in "the circular") travel card to a first time applicant, but the Agency is required to conduct an alternative credit worthiness evaluation as defined in "the circular."

Section 5. Any application for an alternative credit worthiness evaluation shall be made utilizing the following questions under the section requesting personal financial information:

a. In the past seven (7) years, have you or a company over which you exercise control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered for a debt?

b. Are you currently over one hundred twenty (120) days delinquent on any loan or financial obligation? This includes loans, government travel card accounts, or obligations funded or guaranteed by the Federal Government.

c. Have you had a government charge card cancelled because of use for other than the official purpose for which it is intended?

Section 6. Credit limits for a restricted travel card, as established by DOT, are set at a $2,500.00 retail limit, and a $100.00 cash limit (ATM) per billing cycle. An employee may request a temporary increase to their credit limits (including ATM withdrawals) when on an extended detail, through their manager or program coordinator. Any such increase(s) to credit limits will be made on a trip-by-trip basis. Procedures for requesting such approval will be posted on the FAA Employee Travel website.

Section 7. The Agency shall timely process all employee travel vouchers to ensure that employees are promptly reimbursed for all allowable travel-related expenditures.

Section 8. If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment (sixty (60) days or more past due), the delinquent payment will not serve as the basis for disciplinary action.

Section 9. If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

Section 10. If an employee does not possess a government travel charge card or the charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

ARTICLE 90
Leave Transfer

Section 1. The Parties agree with the leave transfer program, which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient.

Section 2. An employee may make a written application to the Agency to become a leave recipient. If an employee is not capable of making an application on his or her own behalf, a personal representative of the potential leave recipient may make a written application on the employee's behalf. Each application shall be accompanied by the following information concerning each potential leave recipient:

a. the name, position title and grade or pay level of the potential leave recipient;

b. the reasons transferred leave is needed, including a brief description of the nature, severity and anticipated duration;

c. of the medical emergency and, if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;

d. 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

e. any additional information that may be required by the potential leave recipient's employing Agency.

Section 3. Employees shall not be required to maintain any minimum leave balance in order to receive donations for qualifying conditions.

Section 4. A leave recipient may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

Section 5. Leave transferred under this Article may be substituted retroactively for a period of leave without pay or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipient's employing Agency as the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

Section 6. An employee may submit a voluntary written request to the Agency that a specific number of hours of the donor's accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient.

Section 7. Limitations on donation of annual leave are as follows:

a. In any one (1) leave year, a leave donor may donate no more than a total of one-half

(1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made.

b. In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of:

1. one-half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made; or

2. the numbers of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay

c. The Agency shall establish written criteria for waiving the limitations on donating annual leave under paragraphs (a) and (b) above. Any such waiver shall be documented in writing.

Section 8. A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient.,. There shall be no limitations placed on the number of sick leave hours donated by employees.

Section 9. While a leave recipient is in a shared leave status, annual and sick leave shall accrue to the credit of the leave recipient at the same rate as if they were in a paid leave status except that:

a. the maximum amount of annual leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours, or in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty; and

b. the maximum amount of sick leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours or, in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty.

Any annual or sick leave accrued by a leave recipient under this Section shall be transferred to the appropriate leave account of the leave recipient and shall become available for use:

a. as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or

b. if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to them.

Section 10. Restoration of unused transferred leave shall be in accordance with the Agency's existing rules.

Definitions:

Leave donor: An employee whose voluntary written request for transfer of annual or sick leave to the leave account of a leave recipient that is approved by the Agency.

Leave recipient: A current employee with a medical emergency for whom the Agency has approved an application to receive annual or sick leave from the leave accounts from one or more leave donors.

Medical emergency: A medical condition of an employee or a family member of such employee that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave.

Paid leave status: The administrative status of an employee while the employee is using annual or sick leave accrued or accumulated.

Shared leave status: The administrative status of an employee while the employee is using transferred leave.

ARTICLE 91
Interchange Agreement

Section 1. The Agency shall actively pursue an interchange agreement with the Office of Personnel Management (OPM) which would ensure portability for employees to other agencies in the competitive service.

ARTICLE 92
Personal Property Claims

Section 1. As specified in FAA Order 2700.14B, dated 12-19-83, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. The Agency shall assist the employee in the proper filing of their claim.

ARTICLE 93
Self-Referral

Section 1. This Article applies to employees who occupy Testing Designated Positions (TDP) as defined in DOT Order 3910.1.

Section 2. An employee who voluntarily identifies himself or herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Agency on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

Section 3. An employee may self-refer except under the following circumstances:

- **a.** the employee has received specific notice that they are to be tested for drugs or alcohol;
- **b.** a substance abuse staff has arrived at the employee's facility to conduct testing;
- **c.** the Agency is awaiting the results of a drug test taken by the employee; or
- **d.** the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1.

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
- **b.** completes EAP recommended rehabilitation; and
- **c.** 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 manager and notify him/her of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

Section 6. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Article 25.

Section 7. When the employee has sufficiently recovered, they will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's Manager shall be informed that the employee is no longer removed for medical reasons, and may return to their normal duties. If the employee does not pass the return to duty test, the employee's Manager will be informed and the employee offered an opportunity to enter into a last chance agreement.

Section 8. All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and, whenever feasible, be conducted off the facility/office grounds.

Section 9. If the employee adheres to their rehabilitation/ treatment plan, and all the employee's follow-up test results are negative for a period of one (1) year, the employee will have successfully completed the rehabilitation program. A last chance agreement will not be required in order for the employee to enter into the rehabilitation plan.

ARTICLE 94
Outside Employment

Section 1. In accordance with 5 CFR 2635.101(b)(10), (14); 2635.801(c) and FAA Order 3750.7, outside employment in general is permitted so long as it neither conflicts with official government duties and responsibilities nor appears to do so. Employees are permitted to engage in outside employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility.

The Agency shall maintain a list of ethics officials on the AGC website with whom employees may consult for determinations of the propriety of an outside employment opportunity.

Section 2. Should an employee submit a written request for prior approval, it will be acted upon as soon as possible, generally within thirty (30) days of receipt. When the employee accepts outside employment without prior approval due to the Agency's failure to respond within thirty (30) days to their written request for a determination of propriety, the Agency will take this into consideration should disciplinary action later be contemplated.

Section 3. If prior approval is given and it is later determined that such employment is inconsistent with the provisions of Section 1, the following shall apply upon written notification to the employee:

a. If the outside employment is specifically prohibited by law, the employee shall cease the employment immediately.

b. In all other cases the employee shall cease the employment within fourteen (14) days.

ARTICLE 95
Center for Management and Executive Leadership (CMEL)

Section 1. Courses offered at CMEL and the catalog of correspondence courses available throughout the Agency shall be available at all facilities/offices.

Section 2. Employees who wish to attend courses offered at CMEL shall submit their written request to their immediate supervisor. The Agency will notify the employee if they will be scheduled for the requested course. If a position is not available for the requested course, the Agency shall endeavor to accommodate the employee's request at a future date.

Section 3. The Union, upon request, may be afforded access to the use of CMEL for training on an as available basis. When the training requested is for courses offered by CMEL, the training will be conducted utilizing CMEL instructors. The Union will bear all costs, if any, for services provided to the Union, as determined by CMEL.

ARTICLE 96
Temporary Duty Travel

Section 1. Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP), Version 2 November 1, 2016.

Section 2. In the event an employee is required to travel in the performance of official business they 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 FAATP including estimated mileage if travel by POV is authorized.

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.

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 extended or long-term travel status. Travel vouchers shall be submitted electronically. 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, they shall approve the travel voucher with the questionable item(s) deleted. If a favorable disposition is later rendered, the employee may resubmit the disputed item(s).

Section 4. Employees may request to travel from a common carrier terminal within a reasonable distance of their residence. The Agency will authorize the mode of travel most advantageous to the government, considering cost and other factors (including costs of per diem, overtime, lost work time, actual transportation costs, and energy conservation.). Employees must provide a comparison of the cost and other factors involved. The Agency will pay transportation costs between the approved point of origination to the common carrier terminal, in accordance with

the FAATP.

Section 5. To the maximum extent possible, the Agency shall schedule en route travel during the employee's regularly scheduled tour of duty. Employees shall be compensated for any travel outside of duty time in accordance with Article 60 (Travel Compensatory Time).

Section 6. When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the CONUS, a rest period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

Section 7. The Agency will authorize the mode of travel to the Academy and other training that is most advantageous to the government considering cost and other factors including travel time.

Reimbursement of allowable expenses shall be made consistent with a cost comparison of the lesser amount of paragraph 1 or 2 below:

a. Cost of common carrier transportation, standard fees associated with the airfare, transportation to and from the airport, checked bag fees, and the cost of the rental car and fuel for the term of the training, if authorized; or

b. Round trip POV mileage from their authorized point of origin to the training location and back and reasonable local mileage while at the training destination in accordance with the FAATP.

The Agency recognizes the need for local transportation for employees assigned to Academy or out-of- Agency training; therefore, the use of a rental car at the training site will be authorized where appropriate for employees who utilize common carrier transportation. Rental cars shall be obtained from the companies identified on the Defense Travel Management Office (DTMO) program, when practicable.

Reimbursement of per diem will be consistent with the FAATP.

Subject to staffing and workload, an employee otherwise authorized air carrier transportation may elect to use POV for travel to and from training. In this case, travel on duty time shall not exceed the authorized mode.

Section 8. Travel arrangements may be made through the Agency contracted travel service/agent or directly with the vendors. Reimbursement is limited to the published City Pair airfare and Defense Travel Management Office (DTMO) program rental car rates. Employees can upgrade to a higher class that results in no additional cost to the government.

Section 9. The Agency shall pay subsistence expenses if the employee travels to a temporary duty site more than forty (40) miles from their official worksite (i.e., the physical location of an employee's position of record where the employee's work activities are based), incurs

subsistence expenses, and is in a travel status for more than 12 hours.

Section 10. The Agency shall pay all transportation costs between the employee's residence and a temporary duty site less than forty (40) miles from an employee's official worksite. This cost cannot exceed the cost of transportation between your official station and the temporary duty site.

Section 11. Employees shall not be required to use their POVs for official business for either local or TDY travel. At the election of the employee and where advantageous to the government, their POV may be authorized. Mileage reimbursement for a POV shall be in accordance with the applicable allowance determined by GSA and set forth in the FAATP.

Section 12. Except as provided for in this section, when an employee will be going on an extended stay travel assignment under FAATP paragraph 2C3, 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 their Front Line Manager or approving official, 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 lodging with adequate kitchen facilities (including a stove or cooktop, oven or microwave, refrigerator, sink, pots & pans, cooking utensils, silverware, and dishware) is available, the full M&IE rate will be authorized. If kitchen facilities are available, the reduced M&IE rate will still apply.

Section 13. Although proof of commercial lodging is required, employees who are reimbursed at a fixed rate established under FAATP 2C3 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. When an employee obtains lodging in accordance with FAATP and the associated travel is curtailed, canceled, or interrupted for official purposes or extenuating circumstances beyond the employee's control, as defined in FAATP 5Al, the Agency will reimburse expenses in accordance with FAATP 2C1C-9.

Section 15. A periodic return trip home, as provided in the FAATP, is justified for employees performing an extended stay or long-term travel assignment, including but not limited to FAA Academy or out-of-Agency training. Therefore, an employee performing an extended stay travel assignment which is projected to be thirty-one (31) days or longer shall be authorized, at the election of the employee, one (1) round trip to their home or to another authorized destination once every thirty (30) days. If the employee travels to a location other than their home, a cost comparison is required, and the agency will pay transportation expenses not to exceed the expense of returning to their home. The travel must be accomplished during the employee's off-duty time.

Section 16. 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 17. Employees who request shall be authorized the use of mobile dwellings for extended stay or long term travel. Notwithstanding the provisions contained in the FAATP 2C3, 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 18. 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 TDY Tax Reimbursement Allowance (ETTRA). When the Agency pays ETTRA, such payment shall be paid in the same manner as the 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 19. For a TDY that spans an employee's non-workdays, if an employee can show that the actual expense for a return trip home or to another destination on non-work days is a cost savings to the Agency compared to staying at the TDY location, the employee shall be approved to make the return trip to his or her home or other location during the TDY. All reimbursable TDY expense variables shall be used for this cost comparison.

Section 20. The Agency shall notify the Union at the national level when it learns of a decision by the General Services Administration, the Department of Defense, or the Department of State to lower a per diem rate by five percent (5%) or more. Upon request of either Party, the Parties will meet to review the determination to lower the per diem rate in comparison to the actual subsistence costs in the affected area. If the Parties determine that the lowered per diem rate is not reasonable, the Parties will jointly address the matter with the respective agency.

Section 21. Wherever the FAATP uses language to the effect that the employee "may" receive a certain payment, the Parties agree that the employee will receive the payment provided that the conditions specifically listed in the FAATP, if any, are met.

Section 22. Employees may be granted an excused absence for a period of time not to exceed two (2) hours prior to or upon completion of the employee's travel status when the time of departure from or arrival at the employee's official work site or temporary duty (TDY) location is such that it would be unreasonable to expect the employee to report to the duty station or TDY location.

ARTICLE 97
Security

Section 1. The Agency shall apply its security standards and procedures uniformly throughout the bargaining unit.

Section 2. In the event of bomb threats, threats of violence, or suspected terrorist activities at the facility, the Agency shall take appropriate measures to protect the safety and security of employees.

Section 3. The Agency shall make employees aware of the current National Terrorism Advisory System (NTAS) level and any associated requirements for their facility/office.

Section 4. In the event that a bargaining unit employee misplaces their ID, proximity, swipe, or electronic card, the employee will be provided a temporary card for access to their workplace

ARTICLE 98
Probationary Employee

Section 1. A probationary employee is an employee who has not completed one (1) consecutive year of Federal civil service.

ARTICLE 99
Hardship Transfer

Section 1. The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the employee and the Agency. This Article is not intended to address emergency situations that may occur, where the Agency determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

Section 2. Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

a. The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.

b. Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship.

c. Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a different geographical area would allow the employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

All relevant factors shall be considered for each condition, but a minimum shall include:

a. whether the employee previously used this issue as a hardship;

b. other unique circumstances;

c. the distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities, offices, and/or locations that will meet the needs of their specific hardship.

Section 3. An employee requesting a hardship transfer shall submit a written request to his or her current Manager. The request shall include at least the following:

a. a statement that the employee is requesting an Employee Requested Reassignment (ERR) in accordance with the ERR procedures and this Article;

b. the position(s), grade(s), and geographical area(s) the employee is requesting;

c. the reason(s) justifying the hardship need and all supporting documentation;

d. a resume;

e. most recent performance appraisal;

f. 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

g. as applicable to the request for the purpose of validating or clarifying any supplied documentation.

Section 4. The Parties at the local level shall meet within fourteen (14) calendar days of submission of the hardship to accomplish the local level review. They will ensure that the request falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the employee with an explanation of the denial and information that the employee can file an ERR through the normal process. For all other requests, they will make recommendations and forward an entire package to the Parties at the second level. This should normally be accomplished within seven (7) calendar days of making the determination.

Section 5. The Parties at the second level shall review the employee's package and the recommendations made at the local level and make their own determination as to whether the hardship condition is bona fide. This review should normally occur within fourteen (14) calendar days of receiving the package. If they determine the hardship condition is bona fide they shall, within seven (7) calendar days of making the determination, forward the entire package to the Parties at the second level of the requested locations, if other than their own, along with a written statement recommending approval of the transfer due to a bona fide hardship condition. Should the Parties in this Section fail to reach agreement on the determination as to whether the hardship condition is bona fide, the hardship request is denied and the employee may pursue transfer under the ERR process. If the transfer is recommended by the originating second level, the employee's hardship package will be forwarded to the Parties at the second level of the requested location.

Section 6. The Parties at the second level of the requested locations shall review the employee's package and the determinations made at the originating location. This review should normally occur within fourteen (14) calendar days after receiving the package. The Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position. The originating location will not unreasonably delay the employee's release. If the transfer is denied, the requested location shall forward a written justification to

the originating location along with a list of all alternative facilities in the geographical area which could possibly fit the needs of the affected employee.

The requesting employee will then be informed by their local Union Representative and Manager jointly, as soon as possible after receiving the final determination. Transfers under this Article shall not be constrained by any release policies; however, release under this Article shall not negatively impact employees who have already received release dates. Transfers under this Article shall not be eligible to receive any permanent change of station benefits. If the Agency determines that the request cannot be accommodated due to staffing, the request will remain active for fifteen (15) months and reviewed every six (6) months by the Parties at the second level.

After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request.

Section 7. If the employee does not accept one of the alternatives, the response shall be documented and placed in the employee's hardship request file. The employee's original request will be held for fifteen (15) months and reviewed by the Parties at the second level every six (6) months. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis. Requested locations are required to "date/ time stamp" all hardship applications in order to properly track this provision.

Section 8. Applications under this Article will remain active for a period of fifteen (15) months from the date of final determination at the originating location. After fifteen (15) months, the application and all associated documentation will be properly discarded.

ARTICLE 100
Priority Consideration

Section 1. Priority consideration means the bona fide consideration given to an employee by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates.

ARTICLE 101
FAA Reform

Section 1. The Federal Aviation Administration's (FAA's) Personnel Management System is exempt from all of Title 5 of the United States Code (USC) except for the following:

- Section 2302(b), relating to whistleblower protection;
-
- Sections 3308-3320, relating to veterans' preference;
- Chapter 71, relating to labor-management relations;
- Section 7204, relating to antidiscrimination;
- Chapter 73, relating to suitability, security and conduct;
- Chapter 81, relating to compensation for work injury; and
- Chapters 83-85, 87 and 89, relating to retirement, unemployment compensation and insurance coverage.

Section 2. Notwithstanding the provisions of Section 1, the FAA continues to be subject to the following portions of Title 5 in that they are not part of the Personnel Management System:

- 5 USC Chapter 3 (Powers);
- 5 USC Chapter 5 (Administrative Procedure);
- 5 USC Chapter 15 (Political Activity of Certain State and Local Employees); and
- 5 USC Chapter 91 (Access to Criminal History Records for National Security Purposes).

Section 3. The FAA's Personnel Management System is covered by the non-personnel management provisions of Title 5 and those portions of Title 5 that specifically apply to the Secretary including:

- 5 USC Section 3307 (Maximum Entry Age);
- 5 USC Section 5501 (Disposition of Lapsed Salaries);
- 5 USC Section 5502 (Unauthorized Office);
- 5 USC Section 5503 (Recess Appointments);

- 5 USC Sections 5511-20 (Withholding Pay);
- 5 USC Sections 5533-37 (Dual Pay);
- 5 USC Sections 5561-70 (Payments to Missing Employees); and
- 5 USC Chapter 79 (Services to Employees).

Section 4. The Administrator has chosen to incorporate the following provisions into the FAA's new Personnel Management System:

- 5 USC Sections 2901-06 (Commissions, Oaths);
- 5 USC Section 3111 (Acceptance of Volunteer Service);
- 5 USC Sections 3331-33 (Oath of Office); and
- 5 USC Sections 5351-5356 (Student-Employees).

ARTICLE 102
Effect of Agreement

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

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

Section 3. The Agency agrees to apply its rules, regulations, directives and orders in a fair and equitable manner. Any changes thereto will be in accordance with Article 7 of this Agreement.

Section 4. Any provision of the United States Code (USC) or Code of Federal Regulations (CFR) which is expressly incorporated by reference in this Agreement is binding on the Parties.

ARTICLE 103
Printing of the Agreement

Section 1. The Agency shall print this Agreement in booklet form and distribute a copy to each employee in the unit. The Agency shall also provide five hundred (500) copies to the National Office of the Union.

ARTICLE 104
Reopener

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

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

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

ARTICLE 105
Ground Rules

Section 1. Within one hundred eighty (180) days prior to the expiration of this Agreement and upon request of either Party, the Parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating the existing Collective Bargaining Agreement.

ARTICLE 106
Duration

Section 1. Subject to member ratification, this Agreement shall remain in effect until July 1, 2029, and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more the one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days preceding the expiration date of this Agreement.

Negotiations under the Article to amend the Agreement shall commence not later than thirty (30) calendar days after receipt of the written request. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

ARTICLE 107
Legislative Activities

Section 1. Once annually, absent an emergency or other special circumstance, a block of ninety-six (96) hours of official time shall be granted to the Union for its National legislative representatives' participation in activities related to Lobby Week.

Section 2. The Union shall provide the Agency at least thirty (30) days written notice indicating the date(s) and the names of those Union officials who will be utilizing this grant of time.

Section 3. The granting of this time shall take precedence over the approval of pending annual leave requests for the date(s) requested.

ARTICLE 108
Pay

Section 1. Definitions.

a. Basic Pay. The annual rate of pay paid to an employee, not including locality pay, premium pay, or differentials.

b. Base Pay. The annual rate of pay paid to an employee, including locality pay, but excluding premium pay and differentials.

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

Section 2. Annual Adjustments to Pay Bands. Pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS).

Section 3. Annual Pay Adjustments.

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

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

Section 4. Employees will receive a lump sum payment equal to one and a half percent (1.5%) of their Base Pay to be paid out to employees within one pay period following the effective date of this Agreement.

Section 5. The Parties acknowledge that the Agency seeks to reverse the definitions of Basic and Base Pay in this agreement. The Parties agree to address the definitions of Basic and Base Pay in any negotiations regarding a successor agreement to the 2016 Collective Bargaining Agreement (commonly known as the "Slate Book"). Section 1 of this Article will be adjusted to be consistent with the results of such negotiations.

ARTICLE 108A

Section 1. The provisions of this Article 108A apply to all bargaining units except Staff Support Specialist (SSS) bargaining unit employees (0049) assigned to terminal and en route facilities, the Air Traffic Control System Command Center (ATCSCC), and the Eastern, Central and Western Area Service Centers.

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

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

a. Promotion. Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's basic pay will increase by eight percent (8%), or to the minimum of the new pay band, whichever is greater. When the employee returns to their permanent position of record from a temporary promotion, Basic Pay shall be adjusted as if the employee had never left, including all applicable pay adjustments.

b. Re-Promotion. Pay for employees who are re-promoted to a pay band previously held will be set within the range of pay in the new pay band between the employee's current rate of pay and their highest previous rate. When the re-promotion occurs two (2) years or more after a demotion, an employee shall receive an eight percent (8%) increase in Basic Pay or their pay shall be set at the minimum of the new pay band, whichever is greater.

c. Reassignment. When an employee is reassigned, basic pay will remain unchanged.

d. Details. A detail is a temporary movement to another position that does not change an employee's position of record. An employee on a detail shall have basic pay adjusted as if the employee is occupying their position of record.

e. Demotions. A demotion is a change to a position in a lower pay band than the employee's current pay band.

1. **Voluntary Demotion**. When an employee's request for a voluntary demotion is granted, and their basic pay falls within the lower pay band, their basic pay will not change. When the employee's basic pay prior to the voluntary demotion exceeds the maximum range of the lower band, the employee's basic pay will be set at the maximum of the lower pay band. Future pay increases will be paid in accordance with Article 108 Section 3, Annual Pay Adjustments.

2. **Involuntary Demotion, No Fault of the Employee**. When an employee, through no fault of their own, is involuntarily assigned to a new position in a lower pay band, no changes will be made to the employee's basic pay. Future pay increases will be paid

in accordance with Article 108 Section 3, Annual Pay Adjustments.

3. **Involuntary Demotion for Cause**. When an employee is involuntarily assigned to a new position within a lower pay band as a result of a decision letter, the employee's basic pay shall be reduced to the comparable position in the pay band. For example, if the employee had been paid thirty percent (30%) into the previous pay band, pay will be set at the level that is thirty percent (30%) into the new pay band. Future pay increases will be paid in accordance with Article 108 Section 3, Annual Pay Adjustments.

Section 3. COLA, Post Differential, Premium Pay, and Differentials.

a. Cost of Living Allowance (COLA). Employees covered by this Agreement will receive COLAs as prescribed by OPM regulations.

b. Post Differential. Eligible bargaining unit employees will continue to receive Post Differential as defined by statute and Government-wide regulations.

c. Premium Pay and Differentials. Except for ATRA operational differential, bargaining unit employees will continue to receive all premium pay percentages and differentials as are administered in accordance with applicable laws, regulations, or the Parties' Collective Bargaining Agreement.

Section 4. FAA Core Compensation Plan. The provisions of the FAA Core Compensation Plan, in effect upon the signing of this Agreement, will govern any pay matters not covered by this Agreement. Any changes to the Core Compensation Plan shall be addressed in accordance with the Mid-Term Bargaining Article of the Parties' Collective Bargaining Agreement.

ARTICLE 108B

Section 1. The provisions of this Article 108B apply exclusively to Staff Support Specialist (SSS) bargaining unit employees (0049) assigned to terminal and en route facilities, the Air Traffic Control System Command Center (ATCSCC), and the Eastern, Central and Western Area Service Centers.

Section 2. Definitions.

a. The Traffic Count Index from the Air Traffic Control Complexity Formula for Terminal and En Route Pay Setting (Appendix H), is used to determine the ATC Facility Level.

b. SSS Positions: SSS Employees Pay Band shall be defined by the appropriate ATC Facility Level (ATC 5-12) for the assigned facility and the MSS-1 Career Level (Career Level I) in accordance with Section 3.

c. Transfer is defined as any movement of a CPC/TMC/TMS/MSS-1, to another CPC/TMC/TMS/MSS-1, at the same, lower or higher ATC facility level. This includes bids, swaps and Employee Requested Reassignments. There are four kinds of transfers:

1. Transfer to a higher level facility.

2. Transfer to a lower level facility.

3. Transfer to the same level facility.

4. Either voluntary or involuntary transfer between CPC and MSS-1 position.

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

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

Section 3. MSS-1 Pay Rate and Differentials.

a. MSS-1 Pay Bands are used for SSS employees.

Bargaining Unit Employees shall retain their current Basic Pay and shall have their pay band determined by the ATC Facility to which they are assigned. Field ATC facility levels for Staff Support Specialist range from ATC-5 through ATC -12.

Bargaining unit employees assigned to the Air Traffic Control System Command Center (ATCSCC) and Service Centers/Area Offices shall be equivalent to the highest

ATC Level facility in the NAS and set at MSS-1 Career Level I.

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

b. COLA Pay/Post Differential: Eligible bargaining unit employees will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.

c. Locality Pay: Eligible bargaining unit employees will continue to receive Locality Pay as defined by statute in addition to Basic pay and will have their Locality Pay adjusted annually consistent with government wide changes (Title 5) coincidental with the January pay increase. Basic pay is used to calculate pay actions and then applicable Locality Pay is applied on the basic pay in effect.

d. Premium Pay: Bargaining unit employees will receive all Premium Pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Post Differentials, operational currency, Controller-in-Charge, on-the-job training, meal breaks and any other premiums/differentials in accordance with applicable laws, regulations, and this Agreement. All premium pay and differentials will be earned as an additional percentage rate of the employee's hourly rate of Base pay. Employees will earn Sunday premium pay at an additional rate of 25% of their hourly rate of Base pay for all hours actually worked on Sunday. Unless otherwise provided for in this Agreement, all employees will earn night differential at an additional rate of 10% of their hourly rate of Base pay for all hours actually worked between 6 p.m. and 6 a.m.

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

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

Section 4. New Entrant/Reentrant Pay Setting.

a. A New Entrant is a prior or current federal employee who has never been employed by the Agency as a MSS-1/CPC/TMC/TMS or NOTAM Specialist. A New Entrant shall retain their prior or current Federal Pay up to the maximum of the MSS-1 ATC Level Pay Band for their assigned facility. If current pay is below the MSS-1 ATC Level Pay Band minimum pay shall be set at the minimum of the MSS-1 ATC Level Pay Band.

b. MSS-1 Re-entrant: An individual who is not currently employed as a MSS-1 by the Agency but was previously a MSS-1. All subsequent transfers, promotions and other types of employee movement shall be in accordance with applicable rules, regulations

and this Agreement.

1. MSS-1 re-entrant currently employed by the Federal Government will retain current basic pay so long as that rate of pay fits within the established MSS-1 pay band for the facility to which assigned. If current basic pay is below the minimum of the MSS-1 pay band, pay will be raised to the minimum of the MSS-1 pay band. If the current basic pay exceeds the established MSS-1 pay band for the ATC Facility Level, pay will be set at the top of the MSS-1 pay band.

2. MSS-1 re-entrants not currently employed by the Federal Government: The starting salary for a MSS-1 re-entrant will be set in the MSS-1 pay band of the facility to which the employee is assigned, but in no case will it be higher than the rate of pay held prior to leaving the Bargaining Unit(s), except to raise the pay to the minimum of the MSS-1 pay band. If former pay exceeds the top of the MSS-1 pay band to which assigned, pay will be set at the top of the MSS- 1 pay band.

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

Section 5. Transfer Pay Setting.

a. MSS-1 Transfer:

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

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

2. Transfers from an ATC -11 to an ATC -12, basic pay is increased to the minimum of the new MSS-1 pay band, or is increased by 6%, whichever is greater, not to exceed the new band maximum.

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

3. Upon voluntary transfer to a lower ATC level facility, basic pay is set at the current basic pay if that rate falls within the new MSS-1 pay band. If current basic pay is higher than the top of the new pay band, basic pay is set at the top of the MSS-1 pay

band.

4. Upon voluntary transfer to the same ATC level facility, basic pay remains unchanged.

5. Upon involuntary transfer, through no fault of the employee, to a lower ATC Level facility, basic pay is unchanged and the employee shall be granted pay retention in accordance with this agreement.

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

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

b. Hardship Transfers and Transfers for Mutual Reassignment:

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

1. MSS-1 employees:

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

(1) No change in basic pay. Pay retention may apply.

(2) If pay is below the MSS-1 pay band at the new facility, basic pay is set at the minimum of the pay band.

(b) Transferring to a lower ATC Level Facility:

(1) If current pay fits into the MSS-1 pay band of the lower level facility, employee retains current basic pay. There is no increase in basic pay as a result of the transfer.

(2) If current pay is higher than the top of the new MSS-1 pay band, basic pay is set at the top of the new pay band. There is no increase in basic pay as a result of the transfer.

(3) MSS-1 employees who transfer to a lower ATC Facility Level under the rules in this Section, and who subsequently transfer to a higher ATC Facility Level within 3 years of the effective date of the first transfer, will have pay set under this Section rather than under Section 5a of this Article.

Section 6. Bargaining unit employees in a facility whose pay level increases will have their basic pay increased by six percent (6%) for each level the facility is raised, or to the new pay

band minimum, whichever is greater. An employee already within their pay band shall receive the increases as stated above, however they may not exceed the maximum of their new pay band.

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

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

a. Pay Retention: Employees, whose basic rate of pay exceeds the MSS-1 band maximum, shall receive 50% of all annual increases, as an adjustment to basic pay, and 50% will be paid in lump sum. Locality Pay shall always be an adjustment to basic pay.

b. Facility Level Retention: shall apply for two years commencing on the effective date of the facility level decrease. Employees assigned to the facility on the effective date of the level decrease shall retain the previous higher-level MSS-1 pay band. Transfers and reentrants assigned to the new lower level facility after the effective date shall be paid in accordance with the new applicable MSS-1pay band.

Section 8. Controller Incentive Pay (CIP).

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

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

- All Bargaining Unit Employees assigned to C90 and FAI will receive CIP at the eight percent (8%) level.

- All Bargaining Unit Employees assigned to ACK, ASE and GCN will receive CIP at the ten percent (10%) level.

- Employees are not entitled to any retroactive CIP payments.

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

Section 9. Promotions/Demotions.

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

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

b. A Temporary Promotion is defined as movement from a MSS-1 to MSS-2 or higher position for a temporary period of time. Consistent with its temporary nature, following the conclusion of a temporary promotion, the BUE's preexisting basic pay will be reinstated as though the employee had never left the bargaining unit position previously assigned. Pay during a temporary promotion has no influence on permanent pay when returned to position of record, regardless of the duration of the temporary promotion.

c. A Demotion (not applicable within/from MSS-1 career level) is defined as movement from a MSS-2 position or higher into a MSS-1 position.

d. Voluntary/Involuntary Demotion: When a non-bargaining unit employee is demoted to a MSS- 1 position, basic pay is set in the new pay band as if the employee never left their bargaining unit position.

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

ARTICLE 109
Waiver of Overpayments

Section 1. An employee may request a waiver and/or a hearing to challenge the validity of any indebtedness or erroneous payment of pay or allowances; or of travel, transportation or relocation allowances in accordance with FAA Order 2770.2.

Section 2. No monies shall be collected or withheld for any indebtedness or erroneous payment until final adjudication of any waiver, hearing or appeals request.

ARTICLE 110
Veterans Rights

Section 1. The Agency agrees to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as required by 38 USC, Chapter 43.

Section 2. The Agency shall post the provisions of USERRA in all facilities/offices.

ARTICLE 111
Pay Administration

Section 1. Promotions within the unit, including those resulting from classification changes, and employee transfers shall be effective the next calendar day after the employee becomes fully eligible.

Section 2. When an employee becomes entitled to two (2) or more pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit.

ARTICLE 112
Child Care Subsidy

Section 1. The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). The bargaining units shall be eligible to participate in the Agency's child care subsidy program in accordance with the provisions of HRPM WLB-12.1, FAA HROI entitled "Process for Applying for the Child Care Subsidy Program", and Public Law 107-67, Sec. 630. To the extent authorized by law, the Agency shall provide a child care subsidy to eligible employees whose total family income does not exceed $72,000. Total family income is defined as the income of the child's parent(s)/guardian(s) living in the same household as the child, and listed on their IRS tax forms as their Adjusted Gross Income.

Section 2. The subsidies will be provided in accordance with the following scale:

Family Income	Percentage of Total Child Care Costs
Over $72,000	0%
$60,001–$72,000	30%
$45,001–$60,000	45%
$45,000 or less	70%

Section 3. The family income ceilings for each subsidy level shall be annually adjusted by the size of the increase in the General Schedule in the Washington, D.C. locality.

Section 4. The subsidy will be paid directly to the child care provider.

Section 5. The employee shall be responsible for any tax liability.

Section 6. The employee and service provider shall provide the vendor administering the program all of the information necessary to process payments in accordance with FAA HROI entitled "Process for Applying for the Child Care Subsidy Program" dated 6/1/2008.

Section 7. For the purposes of this Article child is defined as:

a. a biological child who lives with the employee;

b. an adopted child who lives with the employee;

c. a stepchild who lives with the employee;

d. a foster child who lives with the employee;

e. a child for whom a judicial determination of support has been obtained; and/or

f. a child whose support the employee who is a parent or legal guardian makes regular and substantial contributions.

ARTICLE 113
Dependent Education at Non-CONUS Locations

Section 1. Unless prohibited by law, the Agency shall certify as eligible to attend the Department of Defense Elementary and Secondary Schools (DDESS) program the dependent children of all bargaining unit employees attaining school age currently assigned to any facility/office outside the Continental United States (CONUS) where the Secretary of Defense has determined, under their authority under 10 USC 2164(a), that the appropriate educational programs are not available through the local educational agency.

Section 2. Upon registration documentation of enrollment being provided to the appropriate Agency official, the Agency shall promptly make payment to the institution for tuition.

ARTICLE 114
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 Statue, 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 has committed to a pilot program to implement a Public Access to Defibrillation (PAD) program. The pilot program was established in accordance with Department of Health and Human Services and General Services Administration guidelines. The Agency agrees to make every reasonable effort to complete the implementation of the PAD program prior to the end of this Agreement.

Section 2. Within twenty-four (24) months of the signing of this Agreement, the Agency shall evaluate the feasibility of extending the PAD program to all other facilities.

Section 3. The National Occupational Safety, Health and Environmental Compliance Committee (OSHECCOM) shall provide oversight and shall assist in the implementation and maintenance of the FAA-wide PAD program through the currently established PAD Program Working Group. Any workgroup established in regards to implementation and maintenance of the PAD program shall include a Union Representative who shall receive duty time if not in a duty status. Local OSHECCOMs will work closely with the National OSHECCOM to assist in implementation of the Agency's PAD program at the facility/office level. Issues regarding the PAD program that cannot be resolved at the local level OSHECCOM will be elevated to the National OSHECCOM in accordance with the OSHECCOM Charter.

ARTICLE 116
Controller-In-Charge (CIC)Traffic Management Specialist-In-Charge (TMSIC) / Traffic Management Coordinator-In- Charge (TMCIC) / NOTAM Specialist-In-Charge (NSIC) (Staff Support Specialists Only)

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

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

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

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

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

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

When applicable, specific areas the employee needs to improve to be considered for the CIC/TMSIC/TMCIC/NSIC position shall be identified.

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

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

Section 9. During periods when a specialist stands a watch alone in the operational area,

CIC/TMSIC/TMCIC/NSIC premium pay is not paid.

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

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

ARTICLE 117
On-The-Job-Training (Staff Support Specialists Only)

Section 1. Premium pay shall be paid at the rate of ten percent (10%) of the applicable hourly rate of base pay times the number of hours and portions of an hour during which the employee is providing on-the-job training while the employee receiving training is directly involved in the separation and control of live traffic or training on a position in the TMU/ATCSCC/USNOF.

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

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

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

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

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

ARTICLE 118
Position Rotation and Relief Periods (Staff Support Specialists Only)

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

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

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

Section 2. Breaks are defined as a period of time during which no duties are assigned. However, employees are subject to recall.

Requests for an employee leaving the facility for short periods of time shall not be unreasonably denied.

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

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

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

ARTICLE 119
Studies of Employees and Their Working Conditions (Staff Support Specialists Only)

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

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

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

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

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

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

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

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

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

ARTICLE 120
Employee Recertification (Staff Support Specialists Only)

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

Section 2. Upon request, the employee shall have an opportunity to review the information used in making the determination to place him/her in a training and/or recertification program, and to discuss the reasons for making the determination with their 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 their remedial training plan. The employee's schedule shall not be changed from their regularly assigned shifts until such time as remedial training begins.

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

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

ARTICLE 121
Runway Incursion Prevention (Staff Support Specialists Only)

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

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

Section 3. At the facility level, the Principal Facility Representative or their designee shall be afforded the opportunity to participate in all local RSAT meetings.

Section 4. Once the facility Air Traffic Manager is notified of the yearly RSAT schedule, they shall notify the Facility Representative.

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

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

ARTICLE 122
Work Assignments Outside of Geographic Region

This Section applies in the following bargaining units: 0062

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

Prior to making an assignment of work outside of the Region, the Agency will assess the assignment and determine the required occupational series and career level.

Based on the assessment, the Agency will determine a pool of candidates consisting of the qualified and available bargaining unit employees.

Volunteers will be solicited from the pool of candidates. The solicitation shall contain the qualifications, if any and the anticipated start date and length of the assignment.

Each assignment shall be filled in a fair and equitable manner from among the qualified volunteers. In the absence of volunteers, the Agency will, to the extent practicable, make such assignments on an equitable basis.

Section 2. An employee excluded from the pool, shall, upon request, be given a written explanation of the reason for such action.

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 a 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 from 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 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 they are participating on.

Section 7. The Union's National Safety Representative, and/or their 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, they 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
Drug Abatement Inspection Schedules

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

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

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

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

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

ARTICLE 125
FAA Air Flight Program (AIR Unit Only)

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

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

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

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

ARTICLE 126
NextGen Implementation

Section 1. The Parties have developed a program for full participation by the Union to further the development and implementation of NextGen.

Appendix A – Bargaining Unit Certifications

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

0049 - Staff Support Specialist WA-RP-09-0072
0052 - Automation Specialists at Operational Support Facilities and En Route Centers
0052 - Automation Specialists (Terminal Business Services)
0062 - Engineers and Architects WA-RP-08-0065
3832 - Aviation Technical Systems Specialists (Series 2186) WA-RP-10-0054
5918 - Flight Procedures
0125 - Drug Abatement WA-RP-04-0085
0091 - Airports
5959 - Office of Finance and Management
5959 - Office of Regional Administrators
8163 - Aircraft Certification AIR WA-RP-24-0001

0049

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION Activity -and- NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO Exclusive Representative/Petitioner -and- AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO Labor Organization/Interested Party	CASE NO. WA-RP-09-0072

CERTIFICATION OF CONSOLIDATION OF UNITS

In accordance with the provisions of Chapter 71 of Title 5 of the U.S.C. and the implementing Regulations of the Federal Labor Relations Authority:

Pursuant to authority vested in the undersigned, and 5 U.S.C. 7112(d), I have found that the two bargaining units of the above-named Agency, described in Case No. WA-RP-01-0053 (Certification of Representative, January 7, 2002) and Case No. WA-RP-09-0007 (Certification of Representative, May 26, 2009), should be updated and consolidated.

IT IS CERTIFIED that the **NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO** is the exclusive representative of all employees of the above-named Agency in the following consolidated unit:

Included: All nonprofessional Staff Support Specialists (series 2152) employed by the U.S. Department of Transportation, Federal Aviation Administration, Air Traffic Organization (ATO), Operations, including En Route and Oceanic Centers; System Operations; the David J. Hurley Air Traffic Control System Command Center (ATCSCC); Terminal Services; and Service Center/Area Offices.

Excluded: ATO employees with a direct reporting relationship to FAA Headquarters; professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Dated: August 24, 2009

FEDERAL LABOR RELATIONS AUTHORITY

Gerald M. Cole

Gerald M. Cole, Regional Director
San Francisco Region

Attachment: Certificate of Service

RECEIVED SEP 0 1 2009

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
SAN FRANCISCO REGION

FEDERAL AVIATION ADMINISTRATION
Activity

-and-

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

-and-

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO
Labor Organization/Interested Party

CASE NO. WA-RP-09-0072

DECISION AND ORDER APPROVING CLARIFICATION AND CONSOLIDATION

On May 20, 2009, a petition was filed with the Federal Labor Relations Authority (Authority) under section 7111(b) of the Federal Service Labor-Management Relations Statute (Statute). Section 7105(e)(1) of the Statute provides that the Authority may delegate to any Regional Director certain authorities, and in section 2422.30(c) of the Authority's Rules and Regulations, the Authority gave me the authority to conduct investigations and hearings in representation matters and issue Decisions and Orders. On May 28, 2009, this case was transferred to the San Francisco Region. An investigation of this matter is now complete. I hereby find and conclude as follows:

STATEMENT OF THE CASE

The National Air Traffic Controllers Association (NATCA) filed this petition, primarily to consolidate two of its nonprofessional bargaining units. The Federal Aviation Administration (FAA or Activity) supports the objective of NATCA's petition, as does American Federation of State, County, and Municipal Employees, Council 26, AFL-CIO (AFSCME).

AFSCME, along with several other Unions that represent FAA employees, were notified of NATCA's petition in writing. The other Unions that were notified include several locals of the American Federation of Government Employees, such as AFGE Locals 200, 2282, 2335, 2640, and 2703; as well as affiliates of the National Association of Government Employees, such as Locals R3-10 and R8-11; the Laborers'

International Union of North America, Local 2097; the Professional Aviation Safety Specialists; and the Professional Association of Aeronautical Center Employees (PAACE). Only AFSCME and PAACE provided a written response to this office. Neither objected to the consolidation itself, but both requested that their units be referenced in the excluded portion of NATCA's proposed consolidated unit.

All who responded were provided documents related to the petition, including a NATCA employee listing, and were given an opportunity to participate in a post-petition meeting. The participants included representatives of the FAA, AFSCME and NATCA, but not PAACE. Based upon organizational charts provided by the FAA at this meeting, the participants agreed that the units represented by PAACE* are not impacted by NATCA's petition. Both NATCA units are part of the FAA's Air Traffic Organization (ATO), specifically the Operations group, but the PAACE units are not. One PAACE unit is part of another ATO component, Acquisition and Business Services, but this is entirely separate from ATO Operations, and headed by a different FAA Vice President than ATO Operations. The other PAACE unit not part of the ATO Organization at all.

The participants in the post-petition meeting signed a stipulation of facts to resolve all outstanding issues in this matter. This includes facts concerning an update to one of the NATCA units, necessary due to organizational changes that took place after the unit was certified, and facts that support the consolidation of the two NATCA bargaining units. As part of the stipulation, the parties waived their right to file an application for review of this Decision and Order approving consolidation of the NATCA units, as updated, pursuant to sections 2422.30(d) and 2422.31 of the Rules and Regulations of the Federal Labor Relations Authority.

NATCA'S TWO EXISTING BARGAINING UNITS

Both of NATCA's units are composed solely of staff support specialists in the 2152 series. NATCA's larger unit is considered a nationwide field unit of approximately 900 bargaining unit employees. The unit was described on January 7, 2002, in Case No. WA-RP-01-0053:

Included: All Staff Support Specialists (series 2152) employed by the U.S. Department of Transportation, Federal Aviation Administration, at en route centers, TRACONs, terminals, the David J. Hurley Air Traffic Control System Command Center (ATCSCC) and FAA regional offices.

Excluded: All employees represented by another labor organization, professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

---

* The two PAACE units in Oklahoma City were most recently described in Case Nos. DA-RP-07-0008 (April 20, 2007) and DA-RP-90035 (March 3, 2000).

NATCA's second unit of approximately 40 bargaining unit employees in FAA Service Centers was described on May 26, 2009, in Case No. WA-RP-09-0007:

Included: All nonprofessional Staff Support Specialists (series 2152) employed by the U.S. Department of Transportation, Federal Aviation Administration, at the Air Traffic Organization (ATO) Service Centers located in Atlanta, Georgia; Fort Worth, Texas; and Seattle, Washington.

Excluded: Professional employees, management officials, supervisors, employees with a direct reporting relationship to the Federal Aviation Administration Headquarters, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Establishment of ATO and Effects on NATCA's Nationwide Field Unit

In February 2004, the FAA merged the former ARA (Research and Acquisitions) and ATS (Air Traffic Services) into ATO. All those covered by NATCA's certification in Case No. WA-RP-01-0053 were part of the ATS organization and were transferred into ATO Operations. Accordingly, at all times, NATCA represented a majority of the staff support specialists who were transferred. The mission of ATO is substantially similar to that of ATS, which was to ensure the safe and efficient operation, maintenance, and use of the air transportation system and to ensure its safety, capacity, and productivity. The overall mission of ATO is to provide a safe, efficient, and responsive air transportation system that serves the nation and supports the global aviation community. ATO Operations is headed by a Senior Vice President who has Vice Presidents of service units reporting to him, including those at System Operations; En Route and Oceanic; Terminal Services; and the Service Center.

For the most part, the staff support specialists continue to perform the same type of work in the same locations after their transfer into ATO. Subsequently, when the nine regional offices were consolidated into three service centers, some of the staff support specialists relocated to those three service centers. The job duties and responsibilities of the staff support specialists remained the same throughout, even for those who relocated.

Facts Supporting Consolidation of Both NATCA Units

All staff support specialists in the two existing NATCA units are now part of ATO Operations. They serve as support specialists in facilities of ATO Operations, such as service centers and terminal services. They are responsible for tactical and strategic support of multiple program areas: such as training, quality assurance, traffic management, airspace and procedures, plans and programs, and other facility program areas. Their major duties and responsibilities include: making recommendations for new projects/studies, taking into account available resources and the accomplishment of facility goals and objectives; applying expertise toward the completion of projects/studies and facility reports; analyzing and evaluating the effectiveness of equipment, facilities, and procedures; conducting investigations, evaluations, and

briefing facility personnel; and developing methods to improve customer service and the quality of support provided.

The role of the Service Center is to provide shared services which promote standardization of processes, efficiency and effectiveness which achieve results for the service units; En Route, Technical Operations, Terminal, and System Operations. The shared services model brings people together with similar expertise, allows sharing of ideas, collaboration to improve processes and enhances communication and sharing of resources. The Service Center is also an ATO contact point for other FAA organizations. Each Service Center is comprised of five groups, Administrative Services, Business Services, Planning and Requirements, Operations Support, and Safety Assurance.

Field Staff Support Specialists in terminal, en route, or systems operations located in field facilities such as a TRACON or center, coordinate with staff support specialists in the Service Centers or Service Area offices. For example, staff support specialists in the Service Centers or Area Offices arrange special events for staff support specialists in the field facilities, including arranging all logistics, equipment, publications, and any telecommunications support required. Another example of interaction among the staff support specialists at the Service Centers and Area Offices in field facilities is the implementation of NextGen (next generation) equipment. This includes the implementation of ERAM (En Route Automation Modernization) in en route facilities.

Payroll for all FAA employees, including all the staff support specialists at issue here, is processed by the Department of the Interior, National Business Center, in Denver, Colorado. All FAA employees have access to a common Employee Assistance Program, available through a toll-free number or the FAA's website. National policies on labor relations are promulgated by the Office of Human Resource Management (AHR), specifically the Office of Human Resources Management Programs and Policies (AHP), found at FAA Headquarters. Additionally, FAA has nine regional labor relations/employee relations offices servicing the employees in the two units NATCA seeks to consolidate.

ANALYSIS

No party objects to the consolidation of the two NATCA units. Additionally, I find that the larger field unit should be updated. The resulting amended and consolidated unit description, as stipulated by the parties and described below, is an appropriate unit within the meaning of section 7112 of the Statute. It is necessary to begin by applying the Authority's successorship analysis to NATCA's larger field unit, in order to account for the ATO Operations reorganization before proceeding with a discussion of consolidation with the other smaller ATO Operations bargaining unit.

In *Naval Facilities Engineering Service Center, Port Hueneme, California*, 50 FLRA 363 (1995) (*Port Hueneme*), the Authority provided the following test to determine whether a gaining entity should be found to be a successor employer,

meaning that the union retains its status as the exclusive representative without the necessity of a new secret ballot election among employees:

(1) An entire recognized unit, or portion thereof, is transferred and the transferred employees: (a) are in an appropriate bargaining unit, under section 7112(a) of the Statute, after the transfer and (b) constitute a majority of the employees in such a unit;

(2) The gaining entity has substantially the same organizational mission as the losing entity, with the transferred employees performing substantially the same duties and functions under substantially similar working conditions in the gaining entity; and

(3) It has not been demonstrated that an election is necessary to determine representation.

Port Hueneme, at 368.

First Factor — Majority of Employees and Appropriateness of Unit

The first factor of the *Port Hueneme* successorship test requires that an entire unit, or portion thereof, be transferred, and that the transferred employees be in an appropriate unit after the transfer. A majority of staff support specialists, in fact all in the NATCA field bargaining unit, were transferred to ATO Operations. This occurred in stages, as the nine regional offices became three service centers after the initial transfer to ATO Operations. Nonetheless, at all times the transferred employees constitute a majority in the NATCA bargaining unit, thus satisfying the *Port Hueneme* majority requirement at all points in the ATO Operations transformation.

In accordance with section 7112(a) of the Statute, a unit will be found appropriate if the evidence establishes that the employees share a clear and identifiable community of interest, and the unit will promote effective dealings with, and efficiency of the operations of, the agency involved. *Fleet Indus. Supply Ctr., Norfolk, Va.*, 52 FLRA 950, 959-62 (1997)(*FISC*). The Authority examines such factors as whether the employees in the proposed unit are a part of the same organizational component of the agency; support the same mission; are subject to the same chain of command; have similar or related duties, job titles and work assignments; are subject to the same general working conditions, and are governed by the same personnel and labor relations policies that are administered by the same personnel office. *Id.* at 960-1.

Here, the staff support specialists transferred to ATO Operations are subject to the same overall chain of command, starting with the Senior Vice President in charge of ATO Operations and his subordinate Vice Presidents in charge of the ATO Operations service units. As employees of ATO Operations, they continue to perform similar work as they had when part of ATS, and they have similar working conditions. The employees continue to support a similar overall mission, to provide a safe, efficient, and

responsive air transportation system. They are all governed by similar personnel and labor relations policies, as well as overall working conditions established at the FAA Headquarters level through AHP and administered by the regional labor relations offices. Accordingly, the employees share in a community of interest. *FISC; U.S. Dep't of the Navy, Commander, Naval Base, Norfolk, Va.*, 56 FLRA 328, 329 (2000)(*Navy Norfolk*).

The evaluation of effective dealings and efficiency of agency operations also require an assessment of several factors. *See FISC* at 961. These factors include: the locus and scope of authority of the responsible personnel office administering personnel policies covering employees in the proposed unit; the limitations, if any, on the negotiation of matters of critical concern to employees in the proposed unit; the level at which labor relations policy is set in the agency; and the past collective bargaining experience of the parties. *Id.*

No party disputes that ATO Operations is a successor employer to ATS. Although NATCA's 2002 certification was not updated in 2004 when its employees were transferred from ATS to ATO Operations, the FAA has continued to deal with NATCA with respect to this unit. Effective dealings can be found when, in the years following a reorganization, an activity continues to deal with the exclusive representative. *U.S. Dep't of the Navy, Cm'dr, Navy Region Mid-Atl.*, 63 FLRA 8, 13-14 (2008). AHP and the regional labor relations offices have been providing personnel and labor-management relations support for the NATCA unit employees for several years. Labor relations policy is determined at a high level for all NATCA-affiliated staff support specialists. Accordingly, I conclude that effective dealings is satisfied.

Turning to efficiency of agency operations, the effect of a proposed unit in terms of cost, productivity and use of resources must be considered. *FISC* at 961-62. The staff support specialists are all found in ATO Operations and perform similar and related work. No party has suggested or provided evidence of any significant negative effect on agency operations or costs resulting from the maintenance of this unit, and as already noted, AHP has been dealing with it for some time. Accordingly, the unit promotes efficiency of agency operations. *FISC*.

Therefore, I conclude that the reorganization transferring all staff support specialists from ATS into ATO Operations, including the subsequent transformation of nine regional offices into three service centers, resulted in an appropriate unit within the meaning of section 7112(a) of the Statute. *Navy Norfolk* at 332. Accordingly, the first successorship factor has been met.

Second Factor — Substantial Continuity in Working Conditions

Port Hueneme requires a similar, but not necessarily identical, mission between the former and gaining entities. The transferred employees must perform substantially the same duties and functions under substantially similar working conditions after the transfer. The question is whether there is "substantial continuity" between the former

and current enterprises, such that from the employees' perspective, the employer's operations remain substantially the same. *Port Hueneme* at 372.

In this case, the mission of providing a safe air transportation system remains unchanged, though described slightly differently by ATO Operations than it was as ATS. The employees continue to perform substantially the same duties and functions under similar working conditions I find sufficient evidence to establish the continuity of operations required by *Port Hueneme,* and the second successorship factor has been.

Third Factor — An Election Is Not Necessary

No party disputes that NATCA represents the staff support specialists transferred from ATS to ATO Operations or that ATO Operations is a successor employer. I conclude that no election is required under these circumstances. *Port Hueneme* at 371. NATCA represented a majority of the staff support specialists who were organizationally transferred into ATO Operations throughout all stages of the reorganization. AFSCME's stated interest in obtaining certain exclusionary language in NATCA's petitioned-for consolidated unit resulted from a potential conflict with the smaller, and newer Service Center unit and AFSCME's headquarters bargaining unit, not the larger nationwide field unit being updated here. No other Unions have attempted to intervene in this matter. Thus, no elections is necessary, and the final *Port Hueneme* factor is satisfied. *Dep't of the Interior, Bureau of Land Mgm't, Sacramento, Cal.,* 53 FLRA 1417, 1422-3 (1998) (*BLM*)(no election required when one union represents a simple majority of unit employees). Therefore, ATO Operations is a successor employer for the NATCA nationwide field unit of staff support specialists.

Consolidation of the Field Unit with the Service Center Unit

The Statute permits consolidation of bargaining units represented by the same union, in this case NATCA. Section 7112(d) provides:

> Two or more units which are in an agency and for which a labor organization is the exclusive representative may, upon petition by the agency or labor organization, be consolidated with or without an election into a single larger unit if the Authority considers the larger unit to be appropriate. The Authority shall certify the labor organization as the exclusive representative of the new larger unit.

In interpreting this section, the Authority has stated that "consolidation serves a statutory interest in reducing unit fragmentation and in promoting an effective, comprehensive bargaining unit structure." *U.S. Dep't of the Air Force, Air Force Materiel Command, Wright-Patterson Air Force Base, Ohio,* 55 FLRA 359, 361 (1999) (*AFMC*); *Dep't of the Navy, U.S. Marine Corps*, 8 FLRA 15, 23 (1982). Here FAA agrees with NATCA's petition to consolidate its two units. If approved, this would reduce fragmentation and promote a more comprehensive bargaining unit structure at the FAA.

In accordance with section 7112(a) of the Statute, a unit—including a consolidated one—will be found appropriate if the evidence establishes that the employees share a clear and identifiable community of interest, and the unit will promote effective dealings with, and efficiency of the operations of, the agency involved. *FISC*, 52 FLRA at 959, 960-1.

Additional factors must be examined in determining whether a proposed consolidated unit will ensure a clear and identifiable community of interest: the degree of commonality and integration of the mission and function of the components involved; the distribution of employees throughout the organizational and geographic components of the agency; the degree of similarity of occupational undertakings of the employees in the proposed unit; and the locus and scope of personnel and labor relations authority and functions. *U.S. Dep't of Justice*, 17 FLRA 58, 62 (1985); *AFMC*.

Many of the facts mentioned above in connection with the successorship analysis above support consolidation as well. For example, there is a single occupational series for the employees of both units, staff support specialists in the 2152 series. All are all part of ATO Operations. Although these employees may be in different service units, they do interact with each other. For example the staff support specialists in the Service Center Offices provide support to their counterparts in the field components. Personnel and labor relations servicing for all such employees are similar. Therefore, consistent with *FISC*, the employees in the proposed consolidated unit share in a community of interest. *Id.* at 960-1.

Effective Dealings

The criterion of effective dealings pertains to the relationship between management and the exclusive representative of the employees in a proposed unit. Broad operating policies and procedures, including significant labor and employee relations policies, are set by AHP at the headquarters level and are applicable to all FAA employees, including all staff support specialists of ATO Operations. The degree of centralized policy making is paramount, not whether the administration of policy is completely centralized. *See AFMC* at 363. To a very large degree, the FAA, through AHP, establishes consistent policies for all FAA employees, which are carried out by the nine regional personnel and labor relations offices. Based on the level at which labor relations policy is set at the FAA, and how it is administered by the regions with coordination at the national level, I conclude that the consolidated unit promotes effective dealings. *FISC*.

Efficiency of Agency Operations

Efficiency of agency operations involve the "benefits to be derived from a unit structure which bears some rational relationship to the operational and organizational structure of the agency." *FISC* at 961. As all staff support specialists of ATO Operations would be in a single consolidated unit, the Agency should not be required to expend more resources dealing with that unit. A consolidated unit will likely be more efficient, as the Agency should only have to bargain once, rather than multiple times

over issues involving the staff support specialists of ATO Operations. There is no evidence or suggestion that a consolidated unit would result in increased costs or decreased productivity. FAA would not have stipulated that the proposed consolidated unit is appropriate otherwise. Thus, the consolidated unit sought by NATCA will promote efficiency of agency operations, and therefore, is an appropriate unit within the meaning of sections 7112(a) and (d). *AFMC.* Accordingly, both NATCA bargaining units, as updated, should be consolidated, and the resulting stipulated unit description is as follows:

Included: All nonprofessional Staff Support Specialists (series 2152) employed by the U.S. Department of Transportation, Federal Aviation Administration, Air Traffic Organization (ATO), Operations, including En Route and Oceanic Centers; System Operations; the David J. Hurley Air Traffic Control System Command Center (ATCSCC); Terminal Services; and Service Center/Area Offices.

Excluded: ATO employees with a direct reporting relationship to FAA Headquarters; professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

CONCLUSION

As the parties have waived their right to file an application for review pursuant to sections 2422.30(d) and 2422.31 of the Authority's Regulations, pursuant to the authority vested in the undersigned, I am today issuing a Certification of Consolidation of Units, naming NATCA as the exclusive representative of the unit described above. A copy of the Certification of Consolidation of Units is attached to this Decision and Order.

Dated: August 24, 2009

Gerald M. Cole

Gerald M. Cole, Regional Director
Federal Labor Relations Authority
San Francisco Region

Attachments: Certification of Consolidation of Units
Certificate of Service

CERTIFICATE OF SERVICE

In the Matter of Case No. WA-RP-09-0072

FEDERAL AVIATION ADMINISTRATION
-Activity
-and-
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO
-Exclusive Representative/Petitioner
-and-
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO
-Labor Organization/Interested Party

This certifies that on August 24, 2009, the foregoing **DECISION AND ORDER APPROVING CLARIFICATION AND CONSOLIDATION** was served upon the interested parties in this action as follows:

Certified Mail

Jessica S. Bartlett, Esq.
Patrick McGlone
Federal Aviation Administration, AHL-200
800 Independence Avenue, SW, Room 511
Washington, DC 20591

Brian Sherry, Esq.
National Air Traffic Controllers Association
1325 Massachusetts Ave., NW
Washington, DC 20005

Regular Mail

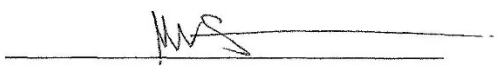
Tamera Joy, President
Professional Association of Aeronautical Center Employees
5801 SW 63rd Street, Room 130
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Barbara Kraft, for AFSCME Council 26
Kraft, Eisenmann, Alden, PLLC
900 19th Street, NW, Suite 400
Washington, DC 20006

Julia Clark, General Counsel
Office of the General Counsel
Federal Labor Relations Authority
1400 K Street, NW, Second Floor
Washington, DC 20424-0001

Federal Mediation and Conciliation Service
2100 K Street NW
Washington, DC 20427
(Certification of Consolidation of Units only)

All FLRA Regions



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

U.S. Department of Transportation,
Federal Aviation Administration
(Agency)

and

National Air Traffic Controllers Association,
AFL-CIO
(Labor Organization/Petitioner)

Case No. WA-RP-01-0053

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 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 Staff Support Specialists (series 2152) employed by the U.S. Department of Transportation, Federal Aviation Administration, at en route centers, TRACONs, terminals, the David J. Hurley Air Traffic Control System Command Center (ATCSCC) and FAA regional offices.**

Excluded: **All employees represented by another labor organization, 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

Barbara A. Liggett

Barbara S. Liggett
Acting Regional Director
Washington Region

Dated: January 7, 2002
Attachment: Service Sheet

FLRA Form 28
(Rev. 1/96)

TOTAL P.02

(052)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DECERTIFICATION

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
-Activity

-and-

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

-and-

HAROLD C. SMITH, AN INDIVIDUAL
-Petitioner

CASE NO. WA-RP-03-0027

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

IT IS CERTIFIED that the NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO, has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named labor organization is the exclusive representative of all employees in the unit originally certified in Case No. WA-RP-02-0012 (8/9/2002) and described as follows:

Included: All Computer Specialists, FG-1550, Electronics Engineers, FG-855, Computer Specialists, FG-334, and Air Traffic Control Specialists, FG -2152, employed by the Federal Aviation Administration (FAA), Terminal Business Service (ATB), with duty stations at FAA's Operational Support Facilities (OSFs).

Excluded: All other employees who are currently represented in other bargaining units; management officials; supervisors; and employees described in 7112(b)(2), (3), (4), (6) and (7) of the Statute.

FEDERAL LABOR RELATIONS AUTHORITY

Dated: July 17, 2003

Gerald M. Cole

Gerald M. Cole, Regional Director
San Francisco Region

Attachment: Service Sheet

FLRA Form 28
(Rev. 1/96)

SERVICE SHEET

I certify that on July 17, 2003 I served the parties listed below a copy of the **CERTIFICATION OF REPRESENTATIVE** (CASE NO. WA-RP-03-0027) as follows:

Certified Mail

Alan H. Cannizzaro
Federal Aviation Administration
ACT 10, HRMD
WJHTC, Atlantic City International Airport
Atlantic City NJ 08405

Dennie Rose
National Air Traffic Controllers Association
1325 Massachusetts Avenue, NW
Washington, DC 20005

Harold Smith
3132 Freedom Lane
Plano, TX 75025

Regular Mail

David Feder, Deputy General Counsel
Federal Labor Relations Authority
1400 K Street NW, 2nd Floor
Washington, D.C. 20424-0001

Federal Mediation and Conciliation Service
2100 K Street NW
Washington, D.C. 20427

All FLRA Regional Offices

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

TALLY OF BALLOTS

Case Name: FAA, Terminal Business Service (ATB) & NATCA

Case No: WA-RP-03-0027

The ballots in the election have been counted and the results are as follows:

1.	Approximate number of eligible voters	82
2.	Void ballots	1
3.	Votes cast for National Air Traffic Controllers Association, AFL-CIO (Name of labor organization) (~~Unit consolidation~~)	38
4.	Votes cast for _____ (Name of labor organization)	n/a
5.	Votes cast for _____ (Name of labor organization)	n/a
6.	Votes cast against (exclusive recognition) (~~Unit consolidation~~)	25
7.	Valid votes counted (sum of 3, 4, 5 and 6)	63
8.	Challenged ballots	1
9.	Valid votes counted plus challenged ballots (sum of 7 and 8)	64
10.	Are challenges sufficient in number to affect the results of the election?	Yes _____ No X

11. A majority of the valid votes counted plus challenged ballots (Item 9) has (~~has not~~) been cast for:

National Air Traffic Controllers Association, AFL-CIO

We acted as authorized observers in the counting of the ballots recorded above. We certify that the counting was fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as recorded above.

For: No observer present for FAA
(Signature)

For: No observer present for NATCA
(Signature)

For: No observer present for Harold Smith
(Signature)

For: _____
(Signature)

Date Issued: 7-8-03

Method of service of tally: By FAX to: Alan Cannizzaro at (609) 485-8995; Dennie Rose at 202-628-7286; Harold Smith at 972-615-2947

FOR THE REGIONAL DIRECTOR: Yolanda C. Shepherd

FLRA Form 39
(Rev. 1/96)

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

FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C.

(Agency/Joint Petitioner)

and

CASE NO. WA-RP-02-0012

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

(Labor Organization/Joint Petitioner)

CERTIFICATION OF REPRESENTATIVE

Pursuant to the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed seeking to determine whether the Federal Aviation Administration (FAA), Terminal Business Service (ATB), is the successor employer of certain employees who were represented by the National Air Traffic Controllers Association, AFL-CIO (NATCA)

On August 9, 2002, the Acting Regional Director, Washington Region, Federal Labor Relations Authority issued a Decision in the above-referenced matter concluding that the Federal Aviation Administration (FAA), Terminal Business Service (ATB), is the successor employer of certain employees covered by the petition, and that the NATCA continues to be the exclusive representative of the employees of the Federal Aviation Administration (FAA), Terminal Business Service (ATB), with duty stations at FAA's Operational Support Facilities (OSFs).

The parties waived their right to file an application for review of the Decision and Order. Pursuant to the Authority vested in me as the Acting Regional Director, IT IS CERTIFIED that the National Air Traffic Controllers Association, AFL-CIO is the exclusive representative of all employees in the above-named Activity in the following unit:

INCLUDED: **All Computer Scientists, FG-1550, Electronics Engineers, FG-855, Computer Specialist, FG-334, and Air Traffic Control Specialists, FG-2152, employed by the Federal Aviation Administration (FAA), Terminal Business Service (ATB), with duty stations at FAA's Operational Support Facilities (OSFs).**

EXCLUDED: **All management officials, supervisors, and employees described in 5 U.S.C. 7116(a)(2), (3), (4), (6) and (7).**

FEDERAL LABOR RELATIONS AUTHORITY

Barbara A. Liggett

Barbara S. Liggett
Acting Regional Director, Washington Region

Dated: August 9, 2002
Attachment: Service Sheet

FLRA Form 192

FEDERAL LABOR RELATIONS AUTHORITY
DENVER REGION
DENVER, COLORADO

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC
Activity

and

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

Case No. WA-RP-00015

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

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

UNIT:

INCLUDED: All Computer Specialists, FG-1550, Electronics Engineers, FG-855, Computer Specialists, FG-334, and Air Traffic Control Specialists, FG-2152, employed by the Federal Aviation Administration (FAA), Airway Facilities (AF), Operational Support Branch (AOS), with duty stations at FAA's Operational Support Facilities (OSFs) and En Route Centers.

EXCLUDED: All other employees described who are currently represented in other bargaining units; supervisors; management officials; and employees described in Section 7112(b)(2), (3), (4), (6) & (7) of the Statute.

FEDERAL LABOR RELATIONS AUTHORITY

Marjorie K. Thompson
Regional Director - Denver Region

Dated: June 1, 2000

Attachment: Service Sheet

Author: Stewart Speck at AWAAHR
Date: 6/28/00 11:51 AM
:mal
drose@natcadc.org at INTERNET, lbay@natcadc.org at INTERNET,
mdoherty@natcadc.org at INTERNET, sgrundmann@natcadc.org at INTERNET
Subject: codes for sf-1187
---------- Message Contents

Would one of you good folks pass this information on to Carol Poole? She is out. I left her a message, but in the interim I wanted to get these codes to someone in NATCA so that it can code the dues withholding forms appropriately. The SF-1187's should show the following codes for the following new units:

ABA TCSNWA

ARC TCLGXX

NATCA AF2 (AOS-200 engineers @ MMAC) PCEGAC

NATCA AF3 (computer specs, electronics engs, ATCS, employed by AF AOS w. duty stations @ OSF's and en route centers) TCAF3

If Carol has any questions, she can contact me at 267-9613. I'll be finished here on Friday, however.

Stewart Speck

Appendix B – Normal Points of Contact

- **Drug Abatement Inspectors and Investigators Bargaining Unit (AAM 800)**

  - **National Level -** The Union's National Representative and/or their designee and Drug Abatement Division Manager (AAM-800), and/or their designee.

  - **Washington Headquarters Level for ADAP Branches** - The Union's Headquarters Representative and/or their designee and the appropriate Branch Manager and/or their designee.

  - **Center Level -** The Union's Center Representative and/or their designee and the appropriate Center Manager and/or their designee.

- **Aircraft Certification Service Bargaining Unit (AIR):**

  - **National Level -** NATCA Aircraft Certification National Representative and/or their designee(s) and the Executive Director of Aircraft Certification Service, AIR-1 and/or their designee(s).

  - **Division Level -** The NATCA Division Representative(s) and/or their designee(s) and their corresponding Division Manager(s), as appropriate, and/or their designee(s).

  - **Local/Office Level -** The NATCA Local Office Representative(s) and/or their designee(s) and the corresponding Manager(s) of the Aircraft Certification Offices as appropriate, and/or their designees.

- **Airports Employees (ARP)**

  - **National Level -** The Union's ARP National Representative and/or their designee(s) and the Associate Administrator of Airports, ARP-1 and/or their designee(s).

  - **Regional Level -** The Union's Regional Representative and/or their designee(s) and the Airports Regional Director and/or their designee(s).

  - **Branch Level -** The Union's Branch Representative and/or their designee(s) and the Airports Branch Manager and/or their designee(s).

  - **Local Level -** The Union's Airport District Office Representative and/or their designee and the Airport District Office Manager and/or their designee(s).

- **Finance and Management (AFN)**

  - **National Level -** The NATCA Region X Vice President and/or their designee and the Assistant Administrator of Finance & Management. AFN-1 and/or their designee.

- **ABA Level -** The NATCA ABA Representative and/or their designee and the FAA Deputy Assistant Administrator Financial Services and/or their designee.

- **ABA Directorate Level -** The ABA Directorate Level Representatives and/or their designees and the corresponding Directorate Level Managers and/or their designees.

- **ACQ Level -** The NATCA ACQ Representative and/or their designee and the FAA Deputy Assistant Administrator Acquisitions & Business Services and/or their designee.

- **ACQ Directorate Level -** The ACQ Directorate Level Representatives and/or their designees and the corresponding Directorate Level Managers and/or their designees.

- **AAQ Division Level -** The AAQ Division Level Representatives and/or their designees and the corresponding Division Level Managers and/or their designees.

- **AIT Level -** The NATCA AIT Representative and/or their designee and the FAA Deputy Assistant Administrator Information & Technology Services and/or their designee.

- **AIT Service Levels -** the NATCA AIT Service Level Representatives and/or their designees and the corresponding Service Level Directors and/or their designees.

- **Policy, International Affairs & Environment (APL)**

  - **ARA -** The NATCA ARA Representative and/or their designee and the FAA Executive Director of National Engagement and Regional Administration and/or their designee

ATO Organizations

- **Staff Support Specialist**

  - **National Level -** The NATCA National President and/or their designee(s) and the Vice President for the respective Service Unit and/or their designee(s).

  - **Service Area/Regional Level -** The NATCA Regional Vice President and/or their designee(s) and the respective Service Area Director of Operations and/or their designee(s).

  - **Service Center Level -** The NATCA Principal Representative at the ATO Service Center location and/or their designee(s) and the respective Service Center Manager and/or their designee(s).

  - **Alaska Flight Services Information Area Group (AFSIAG) -** the National Flight Service Representative and/or their designee(s) and the AFSIAG Manager and/or their designee(s).

- **Local Level -** The NATCA Representative at each ATO facility/office and/or their designee(s) and the respective Facility/Office Manager or their designee(s).

- **Engineers and Architects**

  - **National Level -** The NATCA Region X Vice President and/or their designee(s) and the Vice President for the respective Service Unit and/or their designee(s).

  - **Service Area and Other Directorate Level -** The NATCA Alternate Regional Vice President and/or their designee(s) and the respective Director and/or their designee(s).

  - **Service Center Level -** The NATCA Principal Representative at the ATO Service Center location and/or their designee(s) and the respective Service Center Director and/or their designee(s).

  - **Regional Level -** The NATCA Principal Representative and/or their designee(s) and the appropriate local senior level manager(s) and/or their designee(s).

- **Flight Program Operations**

  - **National Level –** The NATCA Region X Vice President and/or their designee(s) and the Director of Maintenance (AJF-2) and/or their designee(s).

  - **Directorate Level –** The NATCA Alternate Regional Vice President and/or their designee(s) and the Group Manager and/or their designee(s).

  - **Regional Level –** The NATCA Principal Representative and/or their designee(s) and the appropriate Team Manager and/or their designee(s).

- **Aviation Technical Systems Specialists and Flight Procedures Specialists,** as follows:

  - **National Level –** The NATCA Region X Vice President and/or their designee(s) and the Vice President for the respective Service Unit and/or their designee(s).

  - **Executive Director Level -** The NATCA Region X Alternate Vice President and/or their designee(s) and the Executive Director of the Service Centers and/or their designee(s).

  - **Service Center Level -** The respective NATCA Principal Representative for each unit at each ATO Service Center location and/or their designee(s) and the Service Center Director or their designee(s).

- **Terminal and En Route Automators Bargaining Unit**

  - **National Level**

- The NATCA National En Route Automation Representative and/or their designee(s) and the Manager, Field Automation Support/Manager, En Route and Oceanic Second Level Engineering, as appropriate, and/or their designee.

- The NATCA National Terminal Automation Representative and/or their designee(s) and the Manager, Terminal Second Level Engineering, and/or their designee.

- **Local Level**

  - The NATCA Center Automation Representative and/or their designee(s) and the Automation Manager and/or their designee(s).

  - The NATCA OSF Facility Representative and/or their designee(s) and the OSF Manager and/or their designee(s).

Appendix C – Official Time Amounts

1. In accordance with Article 2, Section 15, each National/Line of Business Representative identified below shall be granted the following amounts of official time:

A. Eighty (80) hours per pay period

- Aircraft Certification Service (AIR)
- Airports (ARP)
- Information & Technology (AIT)
- Acquisitions & Business Services (ACQ)

B. Forty (40) hours per pay period

- ATO Terminal Automators Bargaining Unit
- ATO En Route Automators Bargaining Unit
- Finance and Management (AFN-1)
- Financial Services (ABA)

C. Sixteen (16) hours per pay period

- Drug Abatement Division (AAM 800)
- National Engagement & Regional Administration (ARA)

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

A. Aircraft Certification Service Bargaining Unit (AIR): The following local/office Representative shall be granted the following amounts of time:

- Safety and Performance Integration (AIR-300)
- Integrated Certificate Management (AIR-500)
- Policy and Standards (AIR-600)
- Compliance and Airworthiness (AIR-700)
- System Oversight (AIR-800)
- Enterprise Business Operations (AIR-900)

Eight (8) hours per pay period	1-35 bargaining unit employees
Sixteen (16) hours per pay period	36-70 bargaining unit employees
Twenty-four (24) hours per pay period	71-105 bargaining unit employees
Thirty-two (32) hours per pay period	106-140 bargaining unit employees
Forty (40) hours per pay period	141-175 bargaining unit employees
Forty-eight (48) hours per pay period	176-210 bargaining unit employees
Fifty-six (56) hours per pay period	211 or more bargaining unit employees

Division Representatives - Twenty (20) hours per Representative

B. Drug Abatement Inspectors and Investigators Bargaining Unit (AAM 800)

- Washington Headquarters Representative for ADAP Branches
  - Four (4) hours per Representative

- Center Level Representatives
  - Eight (8) hours per Representative

C. Airports Employees (ARP)

- Regional Representatives
  - Ten (10) hours per Representative

- Local Representatives
  - Four (4) hours per Representative

D. Finance and Management (AFN)

- Finance Services Directorates (ABA)
  - Forty (40) hours per pay period

- Acquisitions & Business Services Directorates (ACQ)
  - Eighty (80) hours per pay period

- Information & Technology Services (AIT)
  - Eighty (80) hours per pay period

In accordance with Article 2, Section 15, the Line of Business Representatives for ABA, ACQ, and AIT are authorized to delegate the official time allotted above.

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

A. Air Traffic Organization (ATO)

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

    Such time shall be summed into a total block for the Principal Representative or their designee to use and/or distribute, as they deem necessary, to represent

organizational unit(s) within the pay period.

- **Aviation Technical Systems Specialists, Staff Support Specialists and Flight Procedures Specialists at Service Centers**
  - Twenty-one (21) hours per pay period for each Service Center Representative

- **Staff Support Specialist**
  - Each Principal Facility Representative shall be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties:
    - **a.** Nine (9) hours in facilities with 1-20 combined bargaining unit employees;
    - **b.** Fourteen (14) hours in facilities with 21-35 combined bargaining unit employees;
    - **c.** Eighteen (18) hours in facilities with 36-50 combined bargaining unit employees;
    - **d.** Twenty-six (26) hours in facilities with 51-75 combined bargaining unit employees;
    - **e.** Thirty-six (36) hours in facilities with 76-150 or more combined bargaining unit employees;
    - **f.** Fifty-six (56) hours in facilities with 151 or more combined bargaining unit employees.

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

- **Staff Support Specialist in Alaska Flight Service Stations**
  - Each Principal Facility Representative shall be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties. National Flight Service Representatives shall be granted official time per pay period as specified in g. and h.
    - **a.** Nine (9) hours in facilities with 1-20 combined bargaining unit employees;
    - **b.** Fourteen (14) hours in facilities with 21-35 combined bargaining unit employees;
    - **c.** Eighteen (18) hours in facilities with 36-50 combined bargaining unit employees;
    - **d.** Twenty-six (26) hours in facilities with 51-75 combined bargaining unit employees;
    - **e.** Thirty-six (36) hours in facilities with 76-150 or more combined bargaining unit employees;
    - **f.** Fifty-six (56) hours in facilities with 151 or more combined bargaining unit employees.
    - **g.** Eighty (80) hours for the National Flight Service Representative.
    - **h.** Sixteen (16) hours for the Alternate Flight Service Representative.

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

- **Terminal and En Route Automators Bargaining Unit Local Representatives**
  - Less than seven (7) BUEs – four (4) hours per Representative
  - Seven (7) or more BUEs – eight (8) hours per Representative

Appendix D – Letter Of Agreement To Retain MOUs

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 Agreements, dated April 7, 2011, and June 2, 2013:

1. EEO Mediation, dated July 24, 2000
2. ATSAP MOU, dated March 27, 2008
3. E&A ATO Safety Stand Down, dated June 9, 2010
4. Installation of Security Cameras, dated February 8, 2011
5. Agency's Policy Regarding Furloughs MOUs, dated February 13, 2013
6. MOU PAR Process, dated May 21, 2013
7. Reimbursable Positions E&A, dated January 18, 2013
8. ARP Voluntary Safety Reporting System (AVRS) Program, dated January 22, 2014
9. ATSAP-X MOU, dated December 9, 2014
10. Air Traffic Safety Guidance MOU, dated April 20, 2015
11. Hazmat Transportation MOU, dated August 3, 2015
12. Hearing Conservation Program for Non-2152s MOU, dated August 24, 2015
13. EMS-11.4, Guidance on Emergency Situations MOU, dated October 19, 2015
14. Currency Dashboard MOU, dated February 29, 2016
15. MedXpress MOU, dated June 3, 2016
16. Personal Use Weapons in Alaska MOU, dated July 11, 2017
17. ER-4.1a, Use of Social Media MOU, dated October 24, 2017
18. Drug Abatement Inspectors Career Progression Promotion Criteria, dated July 18, 2018
19. 6th Floor AIT HQ MOU, dated July 30, 2018
20. Tech Ops QC Program MOU, dated August 9, 2018
21. WLB-12.8, Nursing Mothers Program MOU, dated October 1, 2019
22. 2181 Aircraft Operators, dated October 23, 2019
23. ATS Field Realignment Evolution MOU, dated February 11, 2020
24. Background Investigation Fingerprinting MOU, dated September 2, 2020
25. WLB-12.1 MOU, Child Care Subsidy Program Income Level, dated September 24, 2020
26. LWS-8.12d MOU, Voluntary Leave Bank, dated November 5, 2020
27. AVS Aviation Safety Voluntary Safety Reporting System (AVS VSRP), dated December 30, 2020 and the AVS VSRP Addendum, signed December 30, 2020
28. ECOMP Implementation MOU, dated March 22, 2021
29. EMS-11.2, Guidance on Pay Issues Related to Disaster/Emergency MOU, dated May 10, 2021
30. Employee Express Two-Factor Authentication MOU, dated October 25, 2021
31. EO 14019, Promote Access to Voting MOU, dated June 22, 2022
32. LWS 8.23, Parental Bereavement Leave MOU, dated September 27, 2022
33. Change in Position Sensitivity Levels for AAM-1801 Positions, dated August 29, 2023
34. FAA Order 1600.69C, FAA Facility Security Program MOU, dated May 16, 2024
35. CRU-X/Art MOU, dated May 16, 2024
36. Aircraft Certification Solicitation of Interest Dashboard MOU, dated May 16, 2024
37. Credentialing MOU, dated June 4, 2024
38. Smoking and Use of Tobacco MOU, dated June 25, 2024



39. Revised Federal Investigative Standards MOU, dated June 25, 2024
40. Future Negotiations Appendices B and C MOU, dated July 23, 2024
41. Bidding on Drug Abatement Inspection Schedules MOU, dated July 24, 2024
42. Aircraft Certification Work Tracking System MOU, dated July 24, 2024
43. Human Resource Policy Manual Policy Bulletin #124, Time Used for Obtaining a COVID-19 Vaccination, dated August 23, 2024
44. Compensatory Time MOU, dated August 27, 2024
45. Water Testing at Regional Offices MOU, dated August 30, 2024
46. Paid Parental Leave Implementation MOU, dated November 16, 2024
47. Camera Use MOU, dated December 5, 2024
48. OJTI Premium Pay MOU, dated December 6, 2024

Signed this 18th day of December, 2024

Andrew LeBovidge
Chief Negotiator
NATCA

Vanessa Marzán-Hernández
Chief Negotiator
Office Labor and Employee Relations

Appendix D #1 – EEO Mediation MOU

Memorandum of Understanding
Between The
National Air Traffic Controllers Association, AFL-CIO
And The
Federal Aviation Administration

This Agreement is entered into by and between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as "the Parties." This Agreement represents the complete understanding between the Parties at the national level concerning the application of Alaska Region Policy, Order 1600.69C (AL SUP1), "Personal Use Weapons in Remote Alaska Locations" to NATCA Bargaining Unit Employees.

Section 1. The Parties recognize that the Regional Administrator, Alaskan Region, shall publish and update on a continuing basis the written training modules that have been approved as meeting the training requirements of Alaska Order 1600.69C. A list of the training modules shall be available on the FAA Alaskan Region's internal website.

Section 2. Should GSA or another entity enact regulation(s) prohibiting weapons in Government Owned Vehicles (GOVs) or in rental vehicles, such regulation(s) shall furnish no basis to discipline employees as long as the employees have otherwise maintained compliance with the terms and conditions of Alaska Order 1600.69C.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement on behalf of either Party.

Section 4. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 11 day of July 2017.

For NATCA:

Suzanne DeFelice
NATCA

For the FAA:

Aleta M. Pillick, AHL-W100

AGENCY HEAD REVIEW:

Tesha McMunn

for Aletha Hicks-Moffatt
Western LER Service Area Manager

July 21, 2017
Date

Appendix D #2 – ATO ATSAP MOU

TA IAAN 5/29
PA

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.

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 he filed no later than 1900 hours on the following day (Tuesday). In order for all credentialed personnel to he 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.

5h(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

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

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

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;

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

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

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

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

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

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

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

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

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

Appendix D #3 – E&A Safety Stand Down MOU

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

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

1. The Agency will provide the appropriate local NATCA representative or his/her designee with advance notice of at least four (4) business days whenever possible, via electronic mail, to attend all formal discussions regarding NATCA Engineer and Architects' Safety Stand Down meetings/trainings.

2. Should it become necessary to postpone a Safety Stand Down meeting, management will notify the local NATCA Facility Representative or his/her designee and all affected employees as soon as practical.

3. The Parties agree that these meetings are designed to help change the safety culture within the organization of the FAA by promoting a dialog between Management and employees. Employees may volunteer comments of a professional, non-personal nature at meetings. Employees who are uncomfortable volunteering information at meetings are fee to provide the comments to their local Union Representatives, who will provide the comments to the FAA management within 7 calendar days.

4. Employee's technical questions regarding specific safety rules will be answered in a timely manner and distributed appropriately. All employees will be allowed to access the Safety Stand Down website (https://intranet.faa.gov/faaemployees/go/techops ssd) for answers.

5. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either party.

6. Should either party want to propose a change to this Agreement, they may contact the other party and upon mutual agreement of the parties, that change shall be addressed in accordance with the provisions of Article 7 of the Parties' Collective Bargaining Agreement.

7. This MOU shall take effect upon completion of Agency Head Review or 30 days after signing of the Agreement, whichever is first. This Agreement will remain in effect for the duration of the Collective Bargaining Agreement between the Agency and NATCA Engineers and Architects.

For the Union:

Dominic Petrelli — 6-8-10 — Date

Jennifer Hayward — 6-8-10 — Date

For the Agency:

Aaron Sawyer, FAA — 6-9-2010 — Date

Agency Head — 6-4-2010 — Date

Appendix D #4 – Installation of Security Cameras MOU

1 of 2

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

Installation of Security Cameras

This agreement is made by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "the Parties." This agreement applies to all NATCA bargaining unit employees. This agreement represents the full and complete understanding of the Parties at the National level with regard to issues arising to Installation of Security Cameras at FAA facilities.

Section 1. The Parties agree that the primary purpose of the closed-circuit television ("CCTV") cameras, Entry Control Video ("ECV") and Intrusion Detection Systems or Sensors ("IDS") shall be for the surveillance of interior and exterior perimeter alarm points/zones to prevent thefts and deter criminal activity.

Section 2. The Parties agree that the primary purpose of CCTV, ECV and IDS is not for the use and purposes of monitoring bargaining unit employees in work/operational areas, break areas, and other employee common areas, except as necessary under Section 1 of this MOU.

Section 3. The Parties agree that the measures and devices, as referenced in Section 1, shall not be used as timekeeping devices to record arrivals and departures of employees for the purposes of tracking time and attendance.

Section 4. The Parties agree that the measures and devices, as referenced in Section 1, shall coincide with the pertinent provisions of the Parties' Collective Bargaining Agreement, and that disciplinary action will not be taken without first conducting an investigation into the alleged event.

Section 5. Should the Agency use data from CCTV, ECV, IDS or any other such measures and devices as supporting evidence in the imposition of discipline, the employee who is alleged to have committed the offense shall have a right to a copy of the data.

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

This agreement shall become effective upon completion of Agency Head Review or thirty (30) days after this has been signed by the Parties, whichever comes first. This agreement shall remain in effect for the duration of the Parties' respective Collective Bargaining Agreements.

For NATCA:

Kimberlee Gee 2/8/2011
Kimberlee Gee / Date

For FAA:

2/8/11
Kurt Comisky / Date

Agency Head Review / Date

Appendix D #5 – Agency's Policy Regarding Furloughs MOU

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.

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;

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.

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

Bryan Zilonis

Anna Jancewicz

For FAA:

Michael Doss

Roscoe Ridley Jr.

Agency Head Review

2/15/2013
Date

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 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.

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.

- **Life insurance -** coverage continues for 12 consecutive months in a non-pay status without cost to the employees or to the agency (5 U.S.C. 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

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 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/unemplt/FileClaim.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/UIClaimsandBenefitsSystem/NMWorkforceConnectionUISystem
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/claimland.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/tabid/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 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. 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 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.

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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?

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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.

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?

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 do not apply to a discretionary furlough, as they do 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.

Appendix D #6 – PAR Process MOU

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

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

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

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

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

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

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

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

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

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

For the Union

9-26-13

Michael MacDonald Date

For the Agency

5-21-13

Michael Doss Date

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

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

NATCA Number: NATCA Presenter(s):

FAA Number: FAA Presenter(s):

Date of Meeting: Region:

Neutral Evaluator's Opinion/Recommendation:

Extension Requested by FAA ☐

Extension Requested by NATCA ☐

For extension, enter date answer due: _____

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

Neutral Evaluators Signature: _____

FAA Accepts Does Not Accept Signed: _____

NATCA Accepts Does Not Accept Signed: _____

The Parties recognize that the party that disagreed with the neutral evaluator's opinion shall incur the arbitrator's fee and expenses if it does not prevail at the arbitration hearing. The arbitration decision must be sustained in full or denied in full for the said party to incur the arbitrator's fees and expenses.

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

vs.

FEDERAL AVIATION ADMINISTRATION, (Region)
"Agency"

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

FAA Grievance #:
Union Grievance #:

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

Insert settlement language.

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

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

FOR THE AGENCY:		**FOR THE UNION:**	
Labor Technical Liaison Office	Date	NATCA Representative	Date
Labor Relations Specialist	Date	NATCA Representative	Date

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

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

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

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:

Labor Technical Liaison Office Date

Labor Relations Specialist Date

FOR THE UNION:

NATCA Representative Date

NATCA Representative Date

Joint PAR Remand Agreement – Attachment (5)

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 XXXXXXXXX. 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

Joint PAR Abeyance Agreement – Attachment (6)

JOINT FAA/NATCA PAR Summary

Instructions for Completion

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

(A) Cases Not Presented – Sustained: Total number of grievances submitted to PAR and sustained by the Agency without presentation to the neutral.

(B) Cases Not Presented - W/D: Total number of grievances submitted to PAR and withdrawn by the union without presentation to the neutral.

(C) Cases Not Presented - Settled: Total number of grievances submitted to PAR and settled by the Parties without presentation to the neutral.

(D) Excluded unheard: Held Pending National Decision: Total number of grievances submitted to PAR and held in abeyance in connection with a national grievance.

(E) Excluded unheard: Not Reached in Available Time: Total number of grievances submitted to PAR, and not heard due to lack of time.

(F) No Opinion – Sustained: Total number of grievances submitted to PAR and presented to the neutral evaluator but sustained by the Agency prior to an oral or written opinion by the neutral evaluator.

(G) No Opinion – W/D: Total number of grievances submitted to PAR and presented to the neutral evaluator but withdrawn by the Union prior to an oral or written opinion by the neutral evaluator.

(H) No Opinion – Settled: Total number of grievances submitted to PAR and presented to the neutral evaluator but settled by the Parties prior to an oral or written opinion by the neutral evaluator.

(I) Opinion: Agency Prevails – W/D: Total number of grievances submitted to PAR and presented to the neutral evaluator but withdrawn by the Union after an oral or written opinion by the neutral evaluator favors the agency. Note: This is the category for cases where the neutral's opinion favors the Agency and both Parties circle "Accept" on the opinion form.

(J) Opinion: Agency Prevails – Settled: Total number of grievances submitted to PAR and presented to the neutral evaluator but settled by the Parties after an oral or written opinion by the neutral evaluator favors the agency.

(K) Opinion: Agency Prevails – Union Rejects: Total number of grievances submitted to PAR and presented to the neutral evaluator but the Union rejects an oral or written opinion by the neutral evaluator favoring the agency.

(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.

2009 FAA-NATCA Agreement

FAA-NATCA Pre-Arbitration Review Tally Sheet

Region: _____

Dates: _____

Total cases submitted to this PAR event: 0

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	
Case Not Presented			*Excluded*		*Case Presented*										
					No Opinion			Opinion: Agency Prevails			Opinion: Union Prevails				
Sustained	W/D	Settled	Excluded (grievant declines)	Excluded (NATCA declines)	Sustained	W/D	Settled	W/D	Settled	Union Retains	Agency Sustains	Settled	Union Retains	*Presented or not*	Total cases submitted to PAR
Categorized results:															
(Green = closed; red = union may elevate; either way no further PAR.)															
As percentage of all cases submitted:															0
Subtotal of cases not presented: 0					Subtotal no opinion: 0			Subtotal opinion > agy: 0			Subtotal opinion > union: 0				

Names (printed) *Initials* (endorsed on completion of PAR)

Agency Reps: _____ _____

_____

Union Reps: _____ _____

_____

Neutral: _____ (Neutral's endorsement not required)

Appendix D #7 – Reimbursable Positions E&A MOU

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

This Memorandum of Understanding (MOU) is made and entered into by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "Parties." This Agreement represents the Parties' complete understanding regarding the Agency's process to place Engineer and Architects Bargaining Unit Employees (BUS 0062) into full time F&E FTE Reimbursable Positions.

Section 1 In the event that it becomes necessary to place an employee into a reimbursable position, the Agency agrees to solicit volunteers from among qualified employees. All qualifications will be posted on the solicitation. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Section 2 Should an employee who is assigned to a reimbursable position be selected for a position or work assignment outside the reimbursable program, the vacated position shall be filled by the process as outlined in Section 1 of this agreement.

Section 3 The Agency is responsible for providing the employee a written notification when they are placed into a reimbursable position. As a minimum, this notification must:

a. explain why the administrative action is taking place;
b. provide the effective date of the administrative action;

Section 4 Employees who are placed into reimbursable positions will not be required to relocate.

Section 5 This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either party.

Section 6 Should either party want to propose a change to this Agreement, they may contact the other party and upon mutual agreement of the Parties, that change shall be addressed in accordance with the provisions of Article 7 of the Parties Collective Bargaining Agreement.

Section 7 This Agreement shall become effective thirty (30) days from the date this Agreement is signed by the Parties or upon Agency Head Review, whichever occurs first.

Section 8 This Agreement shall remain in effect during the life of the Parties current Collective Bargaining Agreement (dated August 5, 2007) and shall remain in effect during the Parties' successor Collective Bargaining Agreement.

For the Union:

Michael MacDonald
NATCA Region X RVP

1/18/13
Date

Jennifer Hayward
NATCA Labor Relations

1/18/13
Date

For the Agency:

Vaughn A. Turner
VP, Technical Operations Serv.

1/16/13
Date

Roscoe Ridley Jr.
FAA Labor Relations Specialist

1/14/2013
Date

Agency Head Review

1/30/13
Date

Appendix D #8 – Voluntary Safety Reporting System (AVRS) Program MOU

FAA AIRPORT ORGANIZATION (ARP)
AIRPORT VOLUNTARY REPORTING SYSTEM (AVRS)
for AIRPORT PERSONNEL REPRESENTED by NATCA
MEMORANDUM OF UNDERSTANDING

1. **PURPOSE**. The Federal Aviation Administration ("FAA") and the National Air Traffic Controllers Association ("NATCA") are committed to improving airport system safety. Each party has determined that safety would be enhanced if there were a systematic approach for all ARP employees represented by NATCA to promptly identify and voluntarily report potential safety hazards. The AVRS provides a process for a documented review of safety issues raised by Airport employees. Its purpose is to provide an avenue for employees to resolve safety issues without fear of retaliation and or discipline. This 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 concerns. Through such reporting, all parties will have access to valuable safety information that may not be otherwise available. Employees will have the ability to quickly elevate airport safety issues directly to Headquarters.

3. **APPLICABILITY.** The FAA AVRS MOU specifies the procedures between ARP and covered employees represented by NATCA while engaged in and supporting airport duties and only to safety events and problems that occur while acting in that capacity. Reports of events involving apparent noncompliance with airport 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. At the conclusion of the demonstration period, the parties may agree to maintain the AVRS as a continuing program or either party may terminate the program. The termination or modification of the program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; for example, 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 an employee observes a safety-related event, he/she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

   5a. AVRS Report Form. At an appropriate time during the duty day, the employee should complete the electronic AVRS form for each safety-related event and submit it within 72 hours after the end of the duty shift.

5b. If a covered employee submits a report involving possible noncompliance with FAA directives, the Oversight Board will review all available information to determine whether the covered individual knew or should have known about the possible noncompliance with FAA directives. If the Oversight Board determines that the covered individual did not know or could not have known about the possible noncompliance with FAA directives until informed of it, then the report would be included in AVRS, provided the report is submitted within 72 hours after the end of the covered individual's duty shift 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 FAA directives, then the report will not be included in AVRS.

5c. Nonreporting employees covered under this MOU. If an AVRS report identifies another covered employee in an event involving possible noncompliance with applicable FAA directives and that employee has neither signed that report nor submitted a separate report, the Oversight Board will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with applicable FAA directives. If the Oversight Board determines that the employee did not know or could not have known about the apparent possible noncompliance with applicable FAA directives, and the original report otherwise qualifies for inclusion under AVRS, the Oversight Board will offer the nonreporting employee the opportunity to submit his/her own AVRS report. If the nonreporting employee submits his/her own report within 72 hours of notification from the Oversight Board, that report will be afforded the same consideration under AVRS as that accorded the report from the original reporting employee, provided all other AVRS acceptance criteria are met. However, if the nonreporting employee fails to submit his/her own report within 72 hours of notifications from the Oversight Board, the possible noncompliance with applicable FAA directives by that employee will be referred to an appropriate office within FAA for additional investigation.

6. ARP VOLUNTARY SAFETY REPORTING OVERSIGHT BOARD (The Board). Initially, the Board will be comprised of ARP-2, AAS-1, APP-1, and a NATCA representative. The Board will only accept reports from covered employees. ARP will establish a separate Board for handling reports from non-covered employees. AAS-300 will provide staff support for the Board. The Board will review and analyze reports submitted by the employees under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The Board recommendations shall be provided to the appropriate ARP office director or regional division manager. The office of primary responsibility will report back to the Board within 60 days on how the Board's recommendations will be implemented, or the reasons why the recommendation cannot be adopted. The case may be reopened if the implementation action is not completed in a manner satisfactory to all members of the Board. The Board will provide feedback to the individual who submitted the report.

6a. The Oversight Board may also make recommendations for changes to systemic issues within ARP. Any recommended changes will be forwarded through AAS-300 to the appropriate ARP Director or other FAA Line of Business for consideration and comment, and, if appropriate, implementation. If the Board recommends systemic changes, such as changes for training for employees, FAA will work with NATCA to develop the appropriate changes. AAS-300 will track the implementation of the recommendations or system corrective action and report on associated progress as part of the regular Oversight Board meetings. Any recommendations or systemwide corrective actions that are not implemented to the satisfaction of all members of the Board should be recorded along with an explanation of why they were not fully implemented.

6b. Any training recommended to an individual by the Board for a report accepted under AVRS must be completed to the satisfaction of all members of the Board, or the AVRS report will be excluded from the program.

6c. AAS-300 will maintain a database that continually tracks each case.

7. **BOARD PROCESS.** The Board will meet as necessary to review and discuss reports that will be listed on an agenda submitted by the Program Office (AAS-300). The Board will determine the time and place of the meeting. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

7a. The Board will make its decisions involving AVRS issues based on consensus. Under AVRS, consensus of the Board means the voluntary agreement of all representatives of the Board. 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 Board representative shall be empowered to make decisions within the context of the Board discussions on a given report. The Board representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the recommended corrective action that the Board will recommend. The system corrective action process would include working the safety issue(s) with the appropriate ARP office director or regional division manager that have the expertise and responsibility for the safety area of concern. ARP will not use the content of the AVRS report in any subsequent action against the reporting employee, except as described in paragraph 8.d, of this MOU. In the event the Board does not reach consensus, a summary report will be provided to ARP-1 and the NATCA Regional Vice President.

7b. The parties to this agreement anticipate safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

7c. The Board will forward nonsafety reports to the appropriate ARP manager or other FAA line of business for his/her information and, if possible, internal resolution.

7d. Use of the AVRS Report. Neither the written AVRS report nor the content of the written AVRS report will be used to initiate or support any ARP disciplinary action or as evidence for any purpose in an ARP airport safety inspector credential action, except as provided in paragraph 8d of this MOU. The FAA or ARP may conduct an independent investigation of an event disclosed in a report.

8. **ENFORCEMENT.**

8a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under AVRS:

8b. The covered employee must submit the report in accordance with the time limits specified under paragraph 5 of this MOU;

8c. Self Reporting. Any possible noncompliance with FAA directives disclosed in the report must be inadvertent and must not involve gross negligence; and,

8d. 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 action 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 Board for a determination of acceptability under AVRS. Back reports involving the aforementioned activities will be accepted under AVRS provided they otherwise meet the acceptance criteria contained herein.

9. EMPLOYEE FEEDBACK. The program office will publish pertinent data and trend information derived from the reports. Any employee who submitted a report may contact the program office to inquire about the status of his/her report. In addition, each employee who submits a report accepted under AVRS will receive individual feedback on the final disposition of the report, if appropriate.

10. CONFIDENTIALITY. The intent of the AVRS is to protect the identity of the employee reporting a safety issue. Because of the small number of ARP employees at any ARP facility, the parties agree that it is not possible to guarantee anonymity to a reporting employee. However, every effort will be made to maintain the employees confidentiality, and employee names will be removed before disposition is posted on the Web site. During the 18-month review, the parties will consider the volume of use of the system and the type of issues reported and whether these

indicators establish sufficient justification for ARP to pursue formal Part 193 disclosure protection if a decision is made to continue the program.

11. **INFORMATION AND TRAINING.** The details of the AVRS will be made available to all employees and their supervisors by publication on the FAA Intranet at: https://intranet.faa.gov/faaemployees/org/linebusiness/arp/programs/safety_certification/reporting/

    The Resolution Report, which will be linked from the main system page, will be hosted on the ARP SharePoint site to ensure only ARP employees can access it. ARP staff can access the reporting form by logging onto the FAA employee Web site.

    Each employee and manager will receive written guidance outlining the details of the program at least four (4) weeks before the program begins. Each employee 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 employees will receive training on the program during initial training.

12. **REVISION CONTROL.** Revisions to this MOU shall be documented using standard revision control methodology. 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.

13. **RECORDKEEPING.** All documents and records regarding this program will be kept by the AVRS 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 airport directives and all applicable laws. NATCA and FAA will maintain whatever records they deem necessary to meet their needs.

14. **SIGNATORIES.** All parties to this AVRS are entering into this agreement voluntarily.

NATCA and FAA SIGNATORIES:

For NATCA

Michael MacDonald 1-22-14
Michael MacDonald Date
NATCA Region X Vice President

1/22/14
Steve Hansen Date
NATCA National Safety Committee Chair

For FAA AGENCY

12/23/13
Roscoe Ridley Date
Office of Human Resource Management,
Labor Relations Specialist, AHL-300

12/19/13
Christa Fornarotto Date
Associate Administrator for Airports, ARP-1

Agency Head Review Date

Appendix D #9 – ATSAP-X MOU

AIR TRAFFIC SAFETY ACTION PROGRAM (ATSAP-X)
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE
FEDERAL AVIATION ADMINISTRATION

1. GENERAL. This agreement is between the Federal Aviation Administration (FAA) and FAA employees represented by the National Air Traffic Controllers Association (NATCA). Specifically those bargaining units covered by the Consolidated Collective Bargaining Agreement (Engineers & Architects, Staff Support Specialists, Aviation Technical System Specialists (Series 2186), and Flight Procedures Team (FPT). This agreement does not cover facility Staff Support Specialists. Facility Staff Support Specialists are covered by the ATSAP MOU dated 3/27/2008 and JO 7200.20.

2. PURPOSE. The FAA and NATCA are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by NATCA to promptly identify and correct potential safety hazards. The primary purpose of the Air Traffic Safety Action Program for the applicable bargaining units is for ATSAP-X to identify safety problems and events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate safety analysis and corrective action, all stakeholders join together in implementing this Voluntary Safety Reporting Program (VSRP) for employees represented by NATCA to improve flight safety through self-reporting, cooperative follow-up, appropriate skill enhancement, or system corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

3. 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 corrective actions to help solve safety issues and possibly eliminate deviations from, and deficiencies in, applicable FAA Orders, National Airspace System (NAS) Modernization Documentation, flight procedures, and/or other engineering and flight activities in support of aviation safety. For a report accepted under this MOU, the FAA will take lesser action or no action against the submitter, depending on whether it is a sole-source report, to address an event involving possible noncompliance with applicable FAA Orders and/or NAS Modernization Documentation, and/or other engineering and flight activities in support of aviation safety.

4. APPLICABILITY. This VSRP applies to employees of the FAA represented by NATCA, and only to safety events and problems that occur while acting in that capacity. Reports involving apparent noncompliance with FAA Orders and/or NAS Modernization Documentation, and/or other engineering and flight activities in support of aviation safety that are not inadvertent

or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

5. 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 VSRP may be terminated at any time for any reason by the FAA or NATCA. 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. Failure of any party to follow the terms of the program ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When a covered employee 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.

a. ATSAP-X Report Form. At an appropriate time during the duty day, the employee should complete the ATSAP-X Form online at www.atsapsociety.com for each safety problem or event and submit it electronically. Reports should be filed within 24-hours after the end of the duty shift; absent extraordinary circumstances. If the electronic system is not available at the time he or she needs to file a report, the employee may contact the ATSAP-X hotline and leave a message concerning their intention to file a report. Notice given telephonically regarding an intent to file within the prescribed time limit must be followed by a formal report submission within 72-hours thereafter.

b. Time Limit. Reports that the Event Review Committee (ERC) determines to be "sole-source," will be accepted under this VSRP, 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 ERC determines to be "non-sole-source" must meet the same acceptance criteria, and must be filed within one of these two possible timeframes:

(1) Within 24-hours after the end of the duty day, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and an employee completes the duty shift for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the VSRP for any apparent noncompliance with applicable FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS, they must all submit separate reports for the same event.

(2) Within 24-hours of becoming aware of a possible non-compliance with applicable FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS 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 6b(1) above, the ERC will review all available

information to determine whether the employee knew or should have known about the possible noncompliance within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance until informed of it, then the report would be included, provided the report is submitted within 24-hours of having become aware of a possible noncompliance, 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, then the report will not be included in VSRP.

c. Non-reporting employees covered under this ATSAP-X MOU. If an ATSAP-X report identifies another covered employee in an event involving possible noncompliance with FAA Orders, NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS and that employee has not 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. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance, and the original report otherwise qualifies for inclusion under ATSAP-X, the ERC will offer the non-reporting employee the opportunity to submit his/her own ATSAP-X 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-X as that accorded the report from the original reporting employee, provided all other ATSAP-X acceptance criteria are met.

d. Non-reporting employees not covered under this MOU. If an ATSAP-X report identifies another FAA employee who is not covered under this MOU, and the report indicates that an employee may have been involved in possible noncompliance with FAA Orders and/or NAS Modernization Documentation, or other safety-related activity while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS, 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-X report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about this VSRP and invite the employee to submit an ATSAP-X report. If the employee submits a report within 24-hours of notification from the ERC, that report will be covered under this MOU; provided all other ATSAP-X acceptance criteria are met.

7. POINTS OF CONTACT. The ERC will be comprised of one representative from FAA management, one representative from ATO Safety, and one representative from NATCA assigned as the ATSAP-X representative, or designated alternatives in their absence. The ATO Safety Representative's primary function is to provide a neutral perspective and to ensure Agency compliance with VSRP processes and policies. In addition, FAA will designate one person who will serve as the ATSAP-X manager. The ATSAP-X manager will be responsible for program administration, and will not serve as a member of the ERC.

8. VSRP OFFICE AND ELECTRONIC REPORTING SYSTEM. When the ATSAP-X reporting system receives a report, the date and time of any event described in the report and the date and time the report was submitted will be recorded. The report will be placed, along with

all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled 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 system will send an electronic receipt to each employee who submits a report. The VSRP office will serve as the focal point for information about and inquiries concerning the status of ATSAP-X reports and for the coordination and tracking of ERC recommendations. The VSRP office will work collaboratively with NATCA.

The VSRP office will maintain a database that continually tracks each event and the analysis of those events. The ATSAP-X manager will conduct a 12-month review of the ATSAP-X database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. This review will include recommendations for corrective action for recurring events indicative of adverse safety trends. This review is in addition to any other reviews conducted by the FAA.

The VSRP office 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. EVENT REVIEW COMMITTEE. The ERC will review and analyze reports submitted by the employees under the program, identify actual or potential safety problems from the information contained in the reports, and may propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report in a timely manner.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ATSAP-X manager. The ERC will determine the time and place of the meeting. The ERC will meet at least once-a-month or as determined by the ERC members, while taking into consideration the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving reported issues based on consensus. Under this VSRP, consensus of the ERC means the voluntary agreement of all the representatives in 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 a consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS, reported under

ATSAP-X. In collaboration with NATCA, the corrective action process will include working the safety issue(s) with the appropriate departments at the FAA that have the expertise and responsibility for the safety area of concern. The FAA will not use the content of the ATSAP-X report in any subsequent disciplinary action, except as described in paragraph 10a(3) of this MOU.

c. It is anticipated that various types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of air traffic control and the NAS; as well as reports that are of a general safety concern, but do not appear to involve possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of air traffic control and the NAS; and other types of safety-related reports. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC will forward non-safety related reports to the appropriate FAA department head for his/her information and, if possible, internal (FAA) resolution. For reports related to air traffic safety, including reports involving possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation activities and/or flight activities in support of aviation safety and the NAS, the ERC will analyze the report, conduct interviews of reporting employees if necessary, and gather additional information concerning the matter described in the report.

e. The ERC should also make recommendations to the FAA for corrective action of systemic issues. For example, such corrective action might include changes to procedures or the training curriculum for Engineers and Architects. Any recommended changes will be forwarded through the VSRP office to the appropriate FAA department head for consideration and comment, and, if appropriate, implementation. The FAA will work with NATCA to develop appropriate corrective action for systemic issues. The VSRP office will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented, should be recorded and monitored along with the reason it was not implemented.

f. Any individual corrective action recommended by the ERC for a report accepted under this MOU must be completed to the satisfaction of all members of the ERC, or the ATSAP-X report will be excluded from the program.

g. Use of the FAA ATSAP-X Report: Neither the written ATSAP-X report nor the content of the written ATSAP-X report will be used to initiate, support, or as evidence for any disciplinary action. The ATO may conduct an independent investigation of an event disclosed in a report as long as it is known through other means.

10. FAA ENFORCEMENT.

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

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

(2) Any possible noncompliance with applicable FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS disclosed in the report must not appear to involve an individuals knowingly introducing a substantial and unjustifiable level of risk or intentional disregard for safety; and,

(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 this MOU. Such referred, back reports will be accepted under this VSRP provided they otherwise meet the acceptance criteria contained herein.

b. Sole-Source Reports. The ERC shall consider a report to be "sole-source" when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ATSAP-X reports that are covered under the program and are sole-source reports will be addressed with an ERC response. It is possible to have more than one "sole-source" report for the same event or safety problem.

c. Reports Involving Qualification Issues. ATSAP-X reports covered under the program that demonstrate a lack, or raise a question of a lack of qualification of an employee will be addressed through corrective action, if such action is appropriate and recommended by the ERC.

d. Excluded from ATSAP-X. Reported events involving possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation activities in support of aviation safety and the NAS that are excluded from ATSAP-X due to the reasons outlines in 10a (3) will be referred to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

e. Corrective Action. Reports initially covered under this MOU will be excluded from the program and the submitter not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action (for example, training or Professional Standards) in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC

recommended 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.

f. Repeated Similar Instances of Noncompliance. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with no action under ATSAP-X will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph six above. The ERC will consider on a case-by-case basis, the corrective action that is appropriate for such reports.

g. Closed Cases. A closed ATSAP-X 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 by consensus of the ERC and appropriate enforcement action taken if evidence later is discovered that establishes that the noncompliance should have been excluded from the program.

11. EMPLOYEE FEEDBACK. The VSRP office will provide regular feedback to the employees in a manner acceptable to the ERC. A monthly report will be published covering the number of reports received, the number of reports accepted and rejected, a list of the top issues raised, corrective action recommendations, and results. This report will be available on a designated page on the FAA employees website (http://www.myfaa.gov). Any employee who submitted a report may also contact the VSRP office to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ATSAP-X will receive individual feedback on the final disposition of the report.

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

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

14. RECORDKEEPING. All documents and records regarding this program will be kept by the VSRP office and will be 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 FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS. NATCA and FAA will maintain records they deem necessary to meet their needs.

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

For the Union:

Michael McDonald
NATCA Region X Vice President

Steve Hansen
NATCA National Safety Representative

For the Agency:

Joseph Teixeira
Vice President, Safety and Technical Training

Vaughn Turner
Vice President, Technical Operations

Elizabeth Ray
Vice President, Mission Support Services

James V. Dunford
Technical Labor Liaison

Shelly Mlakar
Director, Labor and Employee Development

Michael Doss
Director, Collective Bargaining Services, AHL-300

Date: 12/9/2014

Appendix D #10 – Air Traffic Safety Guidance MOU

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 ControllersAssociation. AFL-CIO:

Steve Hansen
Chairman National Safety Committee
4/20/15
Date

Christopher Gant
Sr. Labor Relations Attorney
4/20/15
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

Appendix D #11 – HAZMAT Transportation MOU

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, AFL-CIO ("NATCA" or the "Union") and the Federal Aviation Administration ("FAA" or the "Agency"), herein collectively referred to as "the Parties." This MOU represents the complete understanding between the Parties regarding the Agency's Mandatory Hazardous Materials Transportation Training for Technical Operations Personnel.

Section 1. The Agency shall use the Training Needs Assessment Tool (TNAT) or any other means to identify all NATCA represented Technical Operations Personnel who may reasonably be responsible for:

- Determining whether a material is a Hazardous Material;
- Determining proper packaging for a Hazardous Material;
- Putting the Hazardous Material in a package for transportation;
- Marking and labeling Hazardous Material packages;
- Filling out and/or signing shipping papers (e.g. manifests) for the shipping of Hazardous Material;
- Loading or unloading Hazardous Material from vehicles;
- Operating a vehicle transporting Hazardous Material.

Section 2. The Agency shall ensure that all NATCA represented personnel identified in accordance with Section 1 above, receive initial and recurring Mandatory Hazardous Materials Transportation Training pursuant to JO 6000.205.

Section 3. If an Engineer is identified as a HAZMAT employee he or she will complete all required training prior to the assignment of work directly affecting hazardous materials transportation safety. This training must adequately ensure a requisite knowledge to comply with any Pipeline and Hazardous Materials Safety Administration rules and/or regulations, and any other applicable Federal, State and Local laws and regulations pertaining to the handling of hazardous materials.

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 MOU is effective on the date signed by the parties and remains in effect until reopened by mutual agreement of the Parties.

For the Union:

Kelvin Hale 7-31-2015
Kelvin Hale Date

Damien Maree 7/31/15
Damien Maree Date

Mike Odryna 8/3/2015
Mike Odryna Date

For the Agency:

Carol McCrarey 7/31/15
Carol McCrarey Date
AHL-300

Richard Maltbie 7/31/15
Richard Maltbie Date
AJG-L12

Appendix D #12 – Hearing Conservation Program for Non-2152s MOU

MEMORANDUM OF UNDERSTANDING
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 the procedures under the FAA-wide Hearing Conservation Program (HCP), 29 CFR 1910.95 and FAA Order 3900.19X.

Employees in the 2152 job series do not fall under Hearing Conservation Program (HCP), 29 CFR 1910.95 and FAA Order 3900.19X. Therefore they are not subject to the terms of this agreement.

Section 1. The Agency will only enroll employees in the HCP when their work environments include areas of potentially high noise at or above OSHA's action level described in 29 CFR 1910.95. The Agency will conduct worksite-specific, task-based noise evaluations to determine which employees are exposed to noise that reaches the threshold level.

Section 2. The Agency will enroll such employees using the attached NATCA HCP Determination Form. The Agency will provide the blank form to the employee's first-line supervisor, and the supervisor will complete the form with the employee. The employee and supervisor will sign the form and forward the form to the Service Area/Alaska District Hearing Conservation Program Administrator.

Section 3. The Agency will provide enrolled employees with operational personal protective equipment (PPE) appropriate for the type and level of noise exposure.

Section 4. Within 15 days of being identified for inclusion in the HCP, each employee will perform a one-time demonstration of their ability to utilize the appropriate PPE. Identified employees will complete eLMS Hearing Conservation training as required. The Agency will provide employees with up to one hour of duty time to complete this training.

Section 5. Federal Occupational Health (FOH) will perform all employee audiograms under the Agency's HCP. Any change in audiogram provider or process will be negotiated with the union as appropriate.

Section 6. FOH will maintain all records containing employee medical information from this date forward, including the attached FOH Form 6, FOH Form 16, and FOH Form 17A. The Agency will not seek, receive or maintain these forms or any forms containing employee personal identifiable information (PII) as part of the HCP, except as necessary to comply with relevant OSHA regulations. Any changes with the file retention provider or process will be negotiated with the union as appropriate. All occupational medical records maintained by the agency shall comply with Privacy Act requirements.

Section 7. The Parties recognize that employees who have worked for the Agency prior to their enrollment in the Agency's HCP may have already sustained hearing loss as a result of their noise exposure. Thus, some baseline audiograms obtained through the HCP may not accurately document whether the employee has sustained occupational hearing loss over his or her FAA career.

Section 8. The Agency will release employees from the facility on duty time to obtain all Agency HCP related audiograms, including baseline, annual, follow-up, and exiting audiograms.

Section 9. After an audiogram, the FAA will receive the FOH Form 33. The employee will receive a copy of FOH Form 33 via email.

Section 10. The Agency will not use the results of any audiogram or further clinical evaluation performed under the HCP to evaluate an employee's fitness for duty. Employees who do not have medical qualification standards will not be subjected to any administrative action due to a known or suspected hearing loss, except for providing a reasonable accommodation.

For the Union:

Ryan Smith 8/24/15
Ryan Smith Date

Nicole Vitale 8/24/15
Nicole Vitale Date

8-21-2015
Phil Barbarello Date

For the Agency:

8/21/2015
Vaughn A. Turner Date
Vice President
Technical Operations Services

8/20/15
Carol McCrarey Date
AHL-300

8/20/15
Mark DePlasco Date
AJG-L

Appendix D #13 – Guidance on Emergency Situations MOU

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This MOU represents the complete understanding of the Parties at the national level concerning the implementation of Human Resources Policy Manual ("HRPM"), Volume 11: Guidance on Emergency Situations ("EMS 11.4") and the corresponding Human Resources Operating Instructions ("HROI"). The Parties agree as follows:

1. The provisions of EMS 11.4 and the HROI, as related to updating an individual's "My FAA Profile," shall only apply to NATCA bargaining unit employees ("BUEs") who regularly access the FAA's intranet to perform their primary job functions. The application of these provisions does not apply to Air Traffic Control Specialists – 2152. In the event that there is any question about the application of these provisions to a particular job series/function, the Parties will resolve those questions at the National Level.

2. The Agency will negotiate any change to existing practices, policies, or procedures, with regard to the collection of emergency contact information from BUEs who are not required to update their "My FAA Profile" under Section 1 of this Agreement.

3. Any update to a BUE's "My FAA Profile" shall be done while in a duty status.

4. In the event that NATCA BUEs are required to travel to complete any part of the process referenced in Section 1, the Agency shall reimburse or otherwise compensate the BUE in accordance with the FAA's Travel Policy and the Parties' collective bargaining agreements (CBAs) regarding Temporary Duty Travel.

5. The Parties agree that the provisions of EMS 11.4 and the HROI apply exclusively to BUEs who are on-duty. The provisions of Article 19, Hazardous Geological/Weather Conditions, of the appropriate CBA shall apply to BUEs who are off-duty.

6. The provisions of this MOU shall not be construed to alter, amend, modify, or otherwise conflict with any existing national, regional and/or local agreements or practices that are not explicitly covered by this MOU.

7. This MOU shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

For the Union:

10-19-2015
Phil Barbarello Date

10/19/15
Dean Iacopelli Date

For the Agency:

Carol McCrarey 10/16/15
Carol McCrarey Date
AHL-300

10/16/2015
for Mark DePlasco Date
AJG-L

10/16/2015
Michael Hogge Date
AHP-100

Appendix D #14 – Currency Dashboard MOU

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. Nothing in this Agreement waives any rights that employees, the Union, and/or Management would otherwise have under the NATCA/FAA Collective Bargaining Agreements, existing Memoranda of Understanding, and/or applicable laws, rules, and regulations.

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.

Signed this 29th day of February 2016.

For NATCA:

/s/

Dean Iacopelli

/s/

Phil Barbarello

For FAA:

/s/

Kathy Heet

/s/ 3/7/16

Chad Timm

/s/ 3/7/16

Carol McCrarey

AGENCY HEAD REVIEW

/s/ John H. McFall 3/7/16

Deputy Director, Office of
Employee and Labor Relations

Appendix D #15 – MedExpress MOU

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.

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 McCrarey, AHL-300

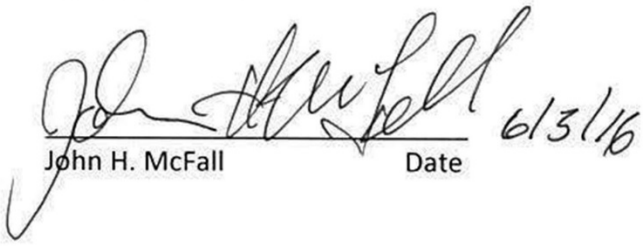
James R. Fraser, MD-AAM

Mark DePlasco, AJG-L

MedXPress

NATCA

Agency Head Review



John H. McFall Date

Appendix D #16 – Personal Use Weapons in Alaska MOU

Memorandum of Understanding
Between The
National Air Traffic Controllers Association, AFL-CIO
And The
Federal Aviation Administration

This Agreement is entered into by and between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as "the Parties." This Agreement represents the complete understanding between the Parties at the national level concerning the application of Alaska Region Policy, Order 1600.69C (AL SUP1), "Personal Use Weapons in Remote Alaska Locations" to NATCA Bargaining Unit Employees.

Section 1. The Parties recognize that the Regional Administrator, Alaskan Region, shall publish and update on a continuing basis the written training modules that have been approved as meeting the training requirements of Alaska Order 1600.69C. A list of the training modules shall be available on the FAA Alaskan Region's internal website.

Section 2. Should GSA or another entity enact regulation(s) prohibiting weapons in Government Owned Vehicles (GOVs) or in rental vehicles, such regulation(s) shall furnish no basis to discipline employees as long as the employees have otherwise maintained compliance with the terms and conditions of Alaska Order 1600.69C.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement on behalf of either Party.

Section 4. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 11 day of July 2017.

For NATCA:

Suzanne DeFelice
NATCA

For the FAA:

Aleta M. Pillick, AHL-W100

AGENCY HEAD REVIEW:

Tesha McMunn

for Aletha Hicks-Moffatt
Western LER Service Area Manager

July 21, 2017
Date

Appendix D #17 – ER-4.1a – Use of Social Media MOU

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

This Agreement is made by and between the National Air Traffic Controllers Association, ("NATCA" or the "Union") and the Federal Aviation Administration ("FAA" or the "Agency"), collectively known as the Parties. This Memorandum of Understanding (MOU) represents the complete understanding of the Parties concerning Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 – Standards of Conduct (ER-4.1) and Policy Chapter Supplement ER-4.1a – Use of Social Media by FAA Employees (ER-4.1a).

Section 1. The Parties agree that ER-4.1a Paragraph 7 – Personal Use of Social Media shall not apply to NATCA bargaining unit employees (BUEs). The revised ER-4.1a Paragraph 7 set forth in Appendix A to this MOU shall apply to NATCA BUEs.

Section 2. The Parties agree that ER-4.1a Paragraph 3.b shall not apply to NATCA BUEs. For NATCA BUEs, "Endorsement" shall be defined as "a public statement of support or approval."

Section 3. The Parties agree that the language in ER-4.1 Paragraph 7.i, first bullet regarding "[a]ny personal violation that has the possibility or appearance of impacting on the employee's position" shall apply only to ethical violations.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement (CBA) on behalf of either Party.

Section 5. This MOU shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 24 day of October 2017.

For the Union:

Dean Iacopelli

Grant Mulkey

For the Agency:

Michael Doss

Carol McCrarey 10/24/17
Carol McCrarey

APPENDIX A

7. Personal Use of Social Media.

a. Personal use of social media during duty time is allowed for FAA employees on a limited basis. The use of social media may occur during breaks and/or lunch periods regardless of duty status.

b. Personal use of social media, during duty and/or off-duty time, may form the basis for discipline if the conduct exhibited violates the provisions of ER-4.1 Standards of Conduct, or is otherwise prohibited by law, rule, or regulation, not including this policy supplement. Employees may not be disciplined for misconduct related to their personal use of social media in a non-duty status unless there is a nexus between the off-duty misconduct and the efficiency of the service. Violation of this policy supplement does not in and of itself create this nexus.

c. The following requirements **must** be followed when using social media for personal purposes:

(1) Employees **must**:

- Not misuse their FAA position or give the appearance of misuse on social media forums (e.g., use their government position for private gain or to imply endorsement of organizations, products or services).
- Exercise sound judgment and ensure a distinct separation between their personal use of social media and their job responsibilities.
- Be responsible for the materials displayed on their personal devices in an FAA facility.

ER4.1 and ER 4.1a

NATCA

Agency Head Review

10-24-17

Laura Glading Date
AHL-001
Director Labor and
Employee Relations

Appendix D #18 – Drug Abatement Inspectors Career Progression Promotion Criteria MOU

MEMORANDUM OF UNDERSTANDING FOR CAREER PROGRESSION FOR DRUG ABATEMENT INSPECTORS

This agreement is made and entered into by the National Air Traffic Controllers Association, hereinafter referred to as ("NATCA" or "Union"), and the Federal Aviation Administration Drug Abatement Division, hereinafter referred to as ("FAA" or "Agency"), and collectively known as "the Parties." This Agreement represents the complete understanding between the Parties at the National level concerning implementation of the Career Progression Promotion Criteria Guidelines.

Section 1. The application of the Career Progression Promotion Criteria Guidelines will be consistent in all three Drug Abatement Centers i.e. (Eastern, Central, and Western).

Section 2. Evaluations for promotion will be based on the performance plan and the Career Progression Promotion Criteria Guidelines. Such evaluations shall be conducted in a fair, objective, and equitable manner.

Section 3. When an inspection is cancelled through no fault of an employee, the Agency and the Union may agree to schedule that type of inspection outside the bid cycle, for that employee in order to prevent a delay in the employee's promotion.

Section 4. If the employee submits their inspection report or other correspondence within the established time frames, the report will be deemed submitted timely. The Parties agree that a team member's response/review is merely a concurrence with the inspection findings.

Section 5. Extensions to timelines shall be administered in a reasonable, fair, and equitable manner.

Section 6. Within thirty (30) days of the signing of this agreement, the Agency will provide detailed samples for reference of the following types of correspondence to the three (3) Drug Abatement Centers: Report of Inspection, Action Letter, Letter of Correction, Warning Notice, NOCA, Legal Enforcement Action, and No Action letter. A Deviation request may be written using the ARC or any other written format and submitted via email to the TC/Center Manager (CM) for review and approval. When the inspector and TC/CM are in disagreement on actions, the Deviation request will be elevated to the Division Manager.

Section 7. Employees will be allowed duty time to review/discuss policies, procedures, evidence checklist, and guidance. The Agency will maintain all established written policies, procedures, and guidance that inspectors are required to know in an electronic file accessible to all inspectors. The link to the electronic file is https://avssp.faa.gov/avs/aam/HQ/AAM800/SitePages/Home.aspx. If this link changes, the union representative and the employees will be notified of the new link.

Section 8. OJT supervised leads documented in CETs will count towards the required number of leads for promotion. While employees on OJT should normally be accompanied by either a TC

or a manager, if neither is available, the OJT employee may be accompanied by an I-Band inspector.

Section 9. An FV-1801 G/H-Band employee should not be hindered for promotion due to a lack of specific type of companies on the bidding schedule. If the G/H-Band employee is unable to bid to a specific type of company over the course of several quarterly bid cycles, he/she may elect to request special authorization to be placed on an existing team conducting that type of inspection, before the bidding starts. The G/H-Band employee will be listed on the schedule for that week as having this special authority. AAM-810 may also create a team with the G/H-Band inspector and a Team Coordinator/CM to prevent adjustment(s) to bidding. This team will also be added to the bidding schedule before bidding starts. If this section is used by the same inspector more than once in a quarter, the union must be consulted for mutual agreement.

Section 10. The performance plan and Performance Standards associated with promotion criteria will be cost effective, efficient, measurable, quantifiable, and realistic in the since of what can be achieved. Promotions will be based on the employee's performance of their critical duties, not based on personal bias.

Section 11. If the employee has completed the promotion criteria, a request may be submitted to the Center manager, at most quarterly, by the employee or the union to provide a written justification as to the specific reasons the employee has not been promoted. The written justification will be provided within 7 business days. If an employee is not recommended for promotion, the employee will be reevaluated within 90 days after receipt of the justification for non-promotion. This evaluation will be conducted by a management official or Team Coordinator from a different region. The employee shall be allowed to submit a self-assessment of their work activity using actual work accomplished that demonstrates the goals established in the promotion guidelines have been achieved.

Section 12. The Parties have agreed that a major 121 air carrier is a Part 121 certificate holder with more than 200 safety sensitive employees.

Section 13. This agreement will not go into effect until the next biding cycle after signing this agreement.

Section 14. This MOU shall remain in full force and effect for the duration of the Parties' CBA unless modified by mutual agreement of the Parties.

For the FAA:

CAROL E MCCRAREY
Digitally signed by CAROL E MCCRAREY
Date: 2018.07.18 09:38:11 -04'00'

Carol McCrarey Date
AHL-300

For NATCA:

STACIE D WOOTEN
Digitally signed by STACIE D WOOTEN
Date: 2018.06.20 16:53:34 -05'00'

Stacie Wooten Date
NATCA National Representative, Drug Abatement

Drug Abatement Career Progression

RAFAEL H RAMOS

Digitally signed by RAFAEL H RAMOS
Date: 2018.07.18 10:00:06 -04'00'

Rafael Ramos Date
AAM-800 Division Manager

PATRICK R MASSIE

Digitally signed by PATRICK R MASSIE
Date: 2018.06.20 16:46:20 -05'00'

Patrick Massie Date
NATCA ESW Local President

VIRGINIA JOSEFA LOZADA

Digitally signed by VIRGINIA JOSEFA LOZADA
Date: 2018.07.18 09:46:30 -04'00'

Virginia Palma Date
AAM-860

Drug Abatement Career Progression

CAREER PROGRESSION MOU

NATCA

Agency Head Review

7-19-18

Laura Glading Date
AHL-001
Director Labor and
Employee Relations

Appendix D #19 – 6th Floor AIT HQ MOU

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

This Agreement is made and entered into by and between the National Air Traffic Controllers Association (herein referred to as "NATCA" or "the Union") and the Federal Aviation Administration (herein referred to as "the Agency" or "Employer"), and collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties regarding the AIT 6th floor office reconfiguration Pilot Program at FAA Headquarters in Washington, D.C.

Section 1. The Parties at the National level have established an office reconfiguration pilot program to collaboratively review the AIT 6th floor office reconfiguration project. Within ninety (90) days following the completion of the AIT 6th floor office reconfiguration, the Parties at the National level shall meet to collaboratively determine if the reconfiguration of the AIT 6th floor office is sustainable on a long-term basis. If there are any unresolved issues, the Parties at the National level shall schedule additional meetings to address these issues.

Section 2. The Parties agree to the following categories regarding the AIT 6th floor office reconfiguration:

Category A: Bargaining unit employees (BUEs) who are regularly scheduled to be in the office six (6) or more days in a pay period shall be assigned a cubicle of at least sixty-four (64) square feet (8x8).

Category B: BUEs who are regularly scheduled to be in the office three (3), four (4), or five (5) days in a pay period shall be provided access to flexible workstations ("hoteling"). Prior to ordering, the Parties will collaboratively determine the specific description of the actual hoteling module (e.g., furniture model #, dimensions – height, length, width, component parts and materials, etc.) that will be installed in accordance with this Agreement. The Parties agree that this description will subsequently be incorporated into this Agreement.

Category C: BUEs who are regularly scheduled to be in the office two (2) days or fewer in a pay period shall be provided access to touchdown workstations.

All BUEs covered by this Section will be located on the 6th floor of FAA Headquarters, unless mutually agreed to otherwise by the Parties at the National level. The Parties agree to collaboratively review the category assignment of BUE's currently affected by the reconfiguration and any subsequent personnel changes (new hires, transfers, etc.).

Section 3. The Agency shall ensure that all Category A BUEs are provided with an 8x8 cubicle.

Section 4. The Agency shall ensure that the number of flexible workstations ("hoteling") is commensurate with at least sixty percent (60%) of the total number of Category B BUEs.

Section 5. The Agency shall ensure that all Category C BUEs are provided with access to touchdown workstations.

Section 6. The Agency agrees to assign individual storage lockers to BUEs in Category B. The Agency agrees to make "touchdown" storage lockers available for daily use for BUEs in Category C.

Section 7. The Agency agrees that executive and manager/supervisor offices (mobile office) will comply with the floor plan attached as Appendix 1.

Section 8. If the Parties at the National level are unable to reach an agreement, either Party may pursue whatever course of action is available in accordance with Article 7 of the 2011 Collective Bargaining Agreement (CBA), the Federal Service Labor-Management Relations Statue, and any other law, rule, or regulation.

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

Section 10. This MOU shall remain in full force and effect for the duration of the Parties' CBA, unless modified by mutual agreement of the Parties.

Signed this 30th day of July 2018.

For the Union:

Dean Iacopelli

Mike MacDonald

Gwendolyn Kimbrough

For the Agency:

SEAN S TORPEY

Digitally signed by SEAN S TORPEY
DN: c=US, o=U.S. Government, ou=FEDERAL AVIATION ADMINISTRATION, ou=FEDERAL AVIATION ADMINISTRATION, cn=SEAN S TORPEY
Date: 2018.07.20 09:06:24 -04'00'

Sean Torpey

7/24/2018

Aaron Sawyer

7/31/18

Agency Head

Appendix 1

Office Space Color Key

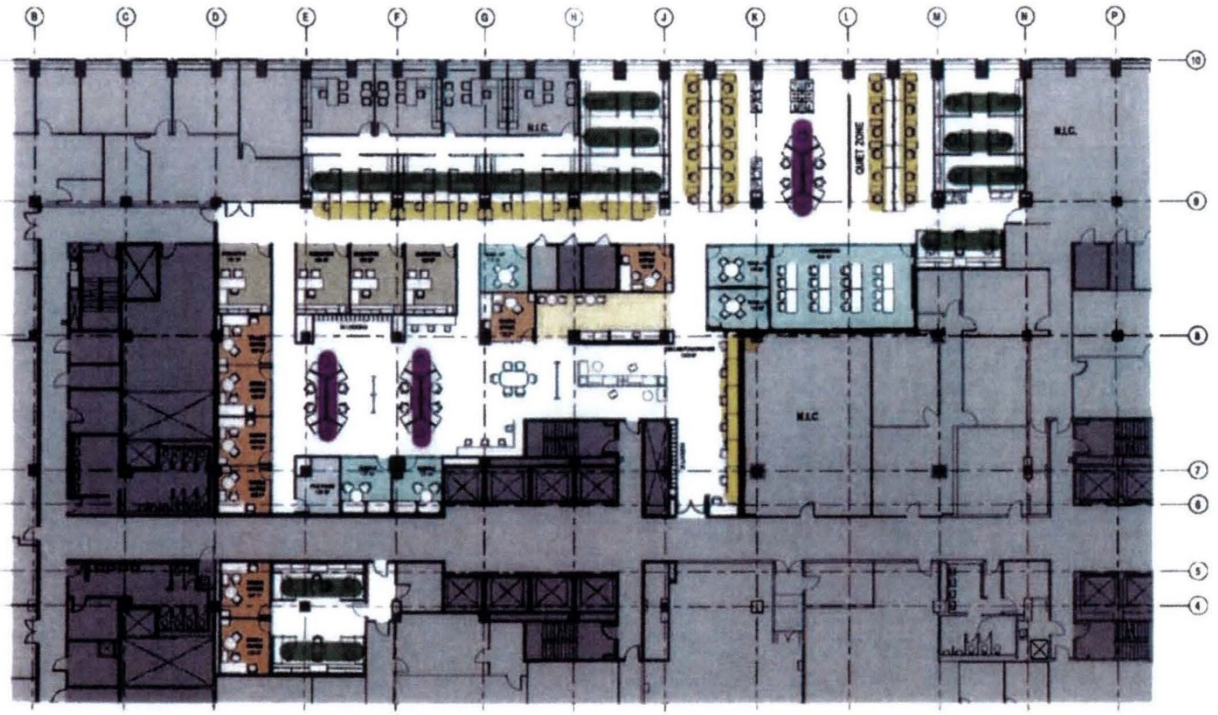
Category A **Category B** **Category C**

HYBRID CONCEPT DESIGN | option 5 - hybrid

OPTION 5
Hybrid

Offices		
Executive (180 sf)	4	4
Mobile Office (120 sf)	16	8
Workstations		
Staff - Dedicated (8x8s)	83	24
Staff - Unassigned (various)		64
Total Work Seats	103	100
Utilization Rate	1:28	1:31
Collaboration Seats	36	60

Total usable area = 13,134 SF
Utilization Rate (UR) = Total Area/Workseats



LEGEND
- Private Office
- Mobile Office
- Closed Collaboration
- Open Collaboration/Touchdown
- Pantry
- Support

NOTE:
This hybrid option - a combination of assigned and unassigned seats - offers workplace flexibility while meeting the space requirements of BUEs.
- Executive offices are reduced from 225 SF to 180 SF and remain assigned to executive staff only.
- BUEs have dedicated workspace (8x8s) based on the number of days they are in the office. All other staff including managers and contractors are at unassigned workstations.
- 62 lockers are provided for employees and contractors.
- 8 mobile offices (unassigned) are available for focus work, private meetings, phone calls, etc. 2 enclosed huddle spaces are also provided.

NOT TO SCALE

Gensler

FAA AIT RENOVATION HYBRID CONCEPT DESIGN 05.01.2018 5

Appendix D #20 – Tech Ops QC Program MOU

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 Notice JO 7210.XXX, JO 7210.634 Chapter 6 Replacement, Technical Operations Quality Control (QC) Program Changes to Include New Appendices B, C, and D.

Section 1. If the Agency conducts a performance discussion related to a QC Service Review (SSR (System Service Review) or SYSIR (Systemic Issue Review)) the following provisions apply:

a. Involved employee(s) shall be notified as soon as possible that a review was conducted.

b. The Agency shall offer, and afford, sufficient duty time to complete an ATSAP-X report. The time to file an ATSAP-X should occur as soon as operationally possible, but need not occur during the same duty day. Normal ATSAP-X timelines apply to these submissions; timeliness will be based on the actual allocation of duty time. Employees that have already filed an ATSAP-X 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, if such data exists, concerning the occurrence prior to submitting an ATSAP-X report.

Section 2. When the Agency determines that they will conduct a QC Service Review involving NATCA bargaining unit employees (BUEs), the Union representative at the appropriate level, or their 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 3. The Union representative at the appropriate level, or their designee, will be afforded the opportunity to be present for any interview of an employee conducted by the Agency as part of any QC Service Review, including interviews conducted by telephone.

If the employee declines to be interviewed by telephone, the Agency can reschedule to allow the employee to participate in person, conduct the QC Service Review without the interviewing the employee, or cover the cost of travel for the employee to participate in-person. If the Union representative at the appropriate level declines to participate by telephone, the Agency will make a reasonable attempt to reschedule to allow the representative to participate in person. However,

if the interview cannot be rescheduled, the Union will provide an alternative representative to participate.

The employee and their 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 Union representative at the appropriate level, or his/her designee, with the names of all employees to be interviewed. The Agency shall collaborate with the Union representative at the appropriate level, or their designee, to establish an interview schedule. The Agency has determined that no changes to an employee's schedule may occur without the consent of the employee.

Section 4. Once the QC Service Review has been scheduled in accordance with this Agreement, the Agency shall email notification to the Union, including, at a minimum, the date, time, location, brief summary of events regarding the review, and names of BUEs to be interviewed, at the following address: TOQCServiceReview@natca.net.

Section 5. Information derived from a QC Service Review will only be used to identify systemic or organizational safety issues. This information may not be attributed to or identify an individual employee.

Section 6. 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 FAA.

Section 7. Upon request, the Union at the appropriate level shall be given an entire copy of any report generated during a Quality Control initiative.

Section 8. With the exception of individual employee performance data, Union representatives shall be provided an access level for QC Service Review data in CEDAR equal to that of their Agency counterpart(s).

Section 9. Corrective Action Requests (CAR) will only be initiated at the national level. The Agency will work with the Union in a pre-decisional, collaborative manner in developing a response to a CAR. Any associated Corrective Action Plans (CAP) will only be initiated by the Agency at the national or service area level when safety concerns are identified, and corrective action is required at a facility, or in response to a national CAR.

Section 10. National CAR/CAP Process: The Agency will collaborate with the Chairperson of the NATCA National Safety Committee, or designee if the Chairperson is not available, 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 CAR and/or CAP.

Section 11. Non-ATSAP-X CAP Process: The Agency will collaborate with the Union representative at the appropriate level, or his/her designee, in the development and implementation of CAPs involving the work of bargaining unit employees, as well as the review of the effectiveness of mitigations prior to the closure of a CAP.

Section 12. The Agency will collaborate with the Union at the appropriate level if there is a need to amend a CAP.

Section 13. If the Parties cannot achieve consensus during any phase of the CAR/CAP process, either Party may pursue whatever course of action is available to them by collective bargaining agreement, the Federal Service Labor/Management Relations Statute, and all applicable laws, rules, and regulations.

Section 14. The Union may designate a Technical Operations (TO) QC Representative. The Union's TO QC Representative shall work in collaboration with the Agency on the implementation of JO 7210.634 Chapter 6.

The Western Service Area/Center Prototype does not apply to NATCABUEs. Prior to implementation of the Western Service Area/Center Prototype for NATCA BUEs, the Agency agrees to comply with the provisions of Article 7 of the Collective Bargaining Agreement (CBA).

Section 15. The TO QC Representative will be based at their facility of record unless otherwise agreed to by the Parties at the national level.

Section 16. The TO QC Representative will be provided duty time to participate in QC activities. These activities include a weekly hour-long telcon, and a quarterly QC meeting of one week. Other activities will be scheduled with sufficient advance notice to ensure the release of the representative to participate. The Agency agrees to not hold any meetings and/or telcons related to the implementation of JO 7210.634 Chapter 6 unless the TO QC Representative has been afforded the opportunity to participate on duty time.

Section 17. The Agency will pay for travel related expenses for the TO QC Representative to attend meetings and related activities in accordance with the CBA and the FAA Travel Policy (FAATP).

Section 18. The TO QC Representative shall be in a duty status for all activities and shall be afforded sufficient duty time to travel for meetings and related activities.

Section 19. The TO QC Representative will be provided access to the same information as their Agency counterpart and all other stakeholders.

Section 20. Nothing in this Agreement shall be construed as a waiver of any right guaranteed to the Union under law, rule, regulation, or CBA.

Section 21. This agreement shall remain in effect for the duration of the Parties' CBA unless otherwise agreed upon.

Signed this 9th day of August 2018

For NATCA:

8-9-18
Dean Iacopelli — Date
Eastern Regional Vice President

8-9-18
Mike MacDonald — Date
Region X Regional Vice President

8-9-18
Steve Hansen — Date
National Safety Representative

8-9-18
Ryan Smith — Date
Director of Labor Relations

8-9-18
Nicole Vitale — Date
Assistant Director of Labor Relations

For the FAA:

CAROL E MCCRAREY
Digitally signed by CAROL E MCCRAREY
Date: 2018.07.26 16:17:00 -04'00'
Carol McCrarey — Date
AHL-300

MATTHEW C MACNAMARA
Digitally signed by MATTHEW C MACNAMARA
Date: 2018.07.27 11:22:23 -04'00'
Matt MacNamara — Date
AJW-1

SHAYNE ADONIS CAMPBELL
Digitally signed by SHAYNE ADONIS CAMPBELL
Date: 2018.08.07 10:39:38 -04'00'
Shayne Campbell — Date
AJI-15

SCOTT R LEETY
Digitally signed by SCOTT R LEETY
Date: 2018.08.07 07:55:55 -07'00'
Scott Leety — Date
AJV-W12

DANIEL J SHERREN
Digitally signed by DANIEL J SHERREN
Date: 2018.07.27 11:40:11 -04'00'
Dan Sherren — Date
AJG-L12

Appendix D #21 – WLB-12.8 – Nursing Mothers Program MOU

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

This Agreement is made by and between the National Air Traffic 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 concerning Human Resources Policy Manual (HRPM) Volume 12: Work Life and Benefits WLB-12.8 – FAA Nursing Mothers Program.

Section 1. This Agreement applies to bargaining unit employees covered by the Parties' Multi-Unit Collective Bargaining Agreement (CBA) dated April 7, 2011 and the Parties' Consolidated CBA dated June 2, 2013.

Section 2. 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 1 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 3. When it is necessary for a nursing mother to express milk, a reasonable paid break shall be provided. The duration of the break will vary according to the needs of the individual mother.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 5. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 1st day of October 2019.

For NATCA:

Dean Iacopelli

Nicole Vitale

Nicole Vitale

Grant Mulkey

For the FAA:

Martina Shipman

Martina Shipman,
National Nursing Mother's Program Mngr

Juan Restrepo

Juan Restrepo,
Labor Relations Specialist, AHL-300

Agency Head Signature

APPENDIX 1
NURSING MOTHERS PROGRAM FORM

Employee's Name:	*(To be completed by manager)* Nursing Mothers Room Location:
Facility/Line of Business/Staff Office:	Birth Date of Child:
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 _____. 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. 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.	
Employee's Signature:	Date:
Manager's Signature:	Date:

Appendix D #22 – Special Rate for 2181 Aircraft Operators MOU

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

This Agreement is made by and between the National Air Traffic Controllers Association, ("NATCA" or the "Union") and the Federal Aviation Administration ("FAA" or the "Agency"), collectively known as the Parties. The Agreement represents the complete understanding of the Parties regarding the Agency's implementation of a Special Rate for bargaining unit employees ("BUEs") who occupy positions in the 2181 (Aircraft Operator) Occupational Series ("2181 Special Rate") and are assigned to a position description/job analysis tool that requires the pilot to hold a valid medical certificate and serve as a required crewmember on FAA aircraft ("affected BUEs").

Section 1. The Parties agree that affected BUEs shall receive the greater of the following: (1) the Locality Pay Rate to which they are entitled under Article 108, Section 2.a of the Parties' collective bargaining agreement (CBA) dated April 7, 2011; or (2) the 2181 Special Rate published by the U.S. Office of Personnel Management (OPM) for the locality pay area applicable to the affected BUE's official duty station, as applied to the Agency's Core Compensation System in Section 2 of this Agreement.

Section 2. The 2181 Special Rate published by OPM for the General Schedule (GS) pay system applies to the Agency's Core Compensation System as follows:

GS Grade	Core Compensation Pay Band
11	H
12	H
13	I
14	J
15	K

Section 3. The Agency will implement the 2181 Special Rate for affected BUEs effective October 27, 2019, with a first pay date of November 19, 2019.

Section 4. Until the 2181 Special Rate is integrated into the Agency's payroll system, the Agency will take the following steps to compensate affected BUEs as if the 2181 Special Rate was in effect:

a. Effective October 27, 2019, the Agency shall generate a Notification of Personnel Action ("SF-50") for each affected BUE documenting a manual miscellaneous pay adjustment that increases the affected BUE's Basic Pay ("Interim Basic Pay") so that the affected BUE's Interim Basic Pay plus his/her applicable Locality Pay is equal to the amount of the affected BUE's Basic Pay plus his/her applicable 2181 Special Rate Pay.

b. Effective the first full pay period in January 2020, the Agency shall generate an SF-50 for each affected BUE documenting a manual miscellaneous pay adjustment that increases the affected BUE's Interim Basic Pay so that the affected BUE's Interim Basic Pay plus his/her applicable Locality Pay is equal to the amount of the affected BUE's Basic Pay—including the annual increase to Basic Pay set forth in the Multi-Unit CBA Extension MOU dated April 18, 2017—plus his/her applicable 2181 Special Rate Pay.

c. If the Agency's payroll agent has not yet integrated the 2181 Special Rate into the Agency's payroll system, then effective the first full pay period in June 2020, the Agency shall generate an SF-50 for each affected BUE documenting a manual miscellaneous pay adjustment that increases the affected BUE's Interim Basic Pay so that the affected BUE's Interim Basic Pay plus his/her applicable Locality Pay is equal to the amount of the affected BUE's Basic Pay—including the annual length of service adjustment to Basic Pay set forth in the Multi-Unit CBA Extension MOU—plus his/her applicable 2181 Special Rate Pay.

d. Effective when the 2181 Special Rate is integrated into the Agency's payroll system, the Agency shall generate an SF-50 for each affected BUE documenting a manual miscellaneous pay adjustment that reduces the affected BUE's Interim Basic Pay to the amount of Basic Pay he/she would have had—including all contractual annual increases—absent the prior manual miscellaneous pay adjustments.

   NOTE: The Parties acknowledge that the manual miscellaneous pay adjustments referenced in this Section may not be consistent with the Multi-Unit CBA Extension MOU; however, each affected BUE's Base Pay shall be equal to application of Article 108, Section 2 of the CBA plus the applicable 2181 Special Rate.

Section 5. For each affected BUE, the Agency shall provide NATCA with the calculations for: (1) each manual miscellaneous pay adjustment addressed in Section 4 of this Agreement; (2) the affected BUE's annual increase to Basic Pay; and (3) the affected BUE's annual length of service of adjustment to Basic Pay. The Agency shall provide the calculations at least fourteen (14) days in advance of the start of the pay period when the pay adjustment is effective.

Section 6. For annual pay adjustments in accordance with Section 2 of the Multi-Unit CBA Extension MOU, affected BUEs shall not be subject to the Agency's Core Compensation System pay band maximums. The statutory maximum set forth in P.L. 104-264, 49 U.S.C. § 40122(c) shall apply.

Section 7. An affected BUE shall be entitled to receive the 2181 Special Rate unless he/she becomes temporarily medically incapacitated/restricted for at least ninety (90) days. In the event that an affected BUE is temporarily medically incapacitated/restricted for at least ninety (90) days, the Agency shall provide the affected BUE and NATCA with the calculation for the reduction of the affected BUE's applicable 2181 Special Rate to the affected BUE's applicable Locality Pay Rate at least fourteen (14) days in advance of the start of the pay period in which the reduction will occur.

Section 8. The reduction to Basic Pay described in Section 4.d of this Agreement shall not constitute a disciplinary or adverse action under Article 10 of the CBA and shall not be grievable in accordance with Article 9 of the CBA.

Section 9. The Parties agree to collaboratively develop and distribute a joint message to all affected BUEs regarding the implementation of the 2181 Special Rate.

Section 10. Within fifteen (15) working days of the publication of any change to the 2181 Special Rate recommended by OPM and approved by the President and/or any change to the Locality Pay Rates, the Parties shall compare the applicable Locality Pay Rate and 2181 Special Rate for each affected BUE to determine which rate will be used to compensate the affected BUE.

Section 11. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 12. This Agreement shall remain in full force and effect for the duration of the Parties' CBA dated April 7, 2011, unless modified by mutual agreement of the Parties.

Signed this 23 day of October 2019.

For NATCA:

Dean Iacopelli

Eugene Freedman

Nicole Vitale

Grant Mulkey

For the FAA:

Ali Bahrami
Associate Administrator, Aviation Safety

Michael Doss
Director, Collective Bargaining Services

Juan Restrepo
Labor Relations Specialist

Laura Glading
Agency Head Review

Appendix D #23 – ATS Field Realignment Evolution MOU

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

This Agreement is made by and between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as "the Parties." This Agreement represents the understanding of the Parties concerning the Air Traffic Services Field Structure Evolution.

The Parties agree to sunset the ATS Field Realignment agreement dated September 24, 2018 based on the Agency's decision to return to the organizational structure that existed prior to October 1, 2018 as it relates to Staff Support Specialists (SSS) and Traffic Management Unit (TMU) bargaining unit employees (BUEs).

Section 1. The Parties agree that the normal point of contact at the District level shall be the appropriate General Manager for the affected facility(s) or a designee and the Union Alternate Regional Vice President or a designee.

Section 2. The Agency has determined that the immediate supervisor for SSS and TMU BUEs will be located at the BUE's facility of record. The Agency agrees to notify the Union at the National level if there are any future changes that result in SSS or TMU BUEs being assigned to an offsite manager.

Section 3. The Agency shall notify all SSS and TMU BUEs in writing of the name, email, and phone number of their immediate (acting or permanent) and second level (acting or permanent) supervisor prior to the effective date of the Air Traffic Services Field Structure Evolution.

Section 4. Within each facility/office, SSS BUEs will continue to utilize the procedures currently in effect for the submission and approval of annual leave, credit hours, compensatory time, LWOP, and excused absence, unless otherwise agreed upon by the Parties at the local level.

Section 5. The assignment of duties in accordance with Article 17 of the Parties' 2016 CBA shall normally be limited to those duties assigned to BUEs based on their facility of record.

Section 6. Priority for the assignment of overtime shall be to SSS BUEs at the facility/office of record where the duties exist. All overtime assignments shall be made on an equitable basis among qualified Staff Support Specialists.

Section 7. The provisions of this Section apply to Article 45 for BUEs covered by the Parties' 2016 CBA and Article 45 for SSS BUEs covered by the Parties' 2013 CBA:

If duties in the employee's facility are not available, the Agency may offer assignment of work at other air traffic facilities within the employee's district for which he/she is otherwise qualified based on needed work. Employees will not be required to travel to perform such work. When assigning other facility duties, the Agency shall give priority to those BUEs who are assigned to the facility where the duties exist.

Section 8. SSS BUEs shall not be prohibited from maintaining operational currency.

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

Section 10. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this *11th* day of February 2020.

For the Union:

Dean Iacopelli

Nicole Vitale

Jamaal Haltom

Nick Daniels

For the Agency:

Shelly Mlakar
Air Traffic Organization

Wendy Pisman
Office of Labor Relations

Appendix D #24 – Background Investigation Fingerprinting MOU

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

This Agreement is entered into and between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning background investigation fingerprinting for reinvestigation of Moderate Risk employees.

Section 1. The Parties agree that all fingerprinting activities will occur on duty time as close to the employee's duty location as possible.

Section 2. The Parties agree that fingerprinting will occur at the BUE's duty station using local PIV Trusted Agents, whenever possible.

Section 3. BUEs who do not have access to fingerprinting at their duty location and do not have access to an ASH ID Media office in the local commuting area, may use fingerprinting services at local police department, military bases, or private services. The Parties agree that the Agency will cover all costs incurred as a result of the need to seek fingerprinting outside of a BUE's facility of record or duty location. Such costs include, but are not limited to, mileage, tolls, and parking.

Section 4. BUEs visiting FAA Headquarters, the Mike Monroney Aeronautical Center, the William J. Hughes Techincal Center, or any Regional Office will be afforded duty time to fingerprint at the ASH ID Media office. The Agency will maintain those fingerprints consistent with the requirements of the Privacy Act.

Section 5. All fingerprints stored on an ASH server for future five-year reinvestigations will be deleted after the individual has left the Agency, in accordance with OPM standards .

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or Collective Bargaining Agreement on behalf of either Party.

Section 7. This Agreement will remain in effect for the duration of the relevant CBAs.

Signed this 2nd day of September 2020.

For the Union:

Dean Iacopelli
Chief of Staff

For the Agency:

Michael Doss
Director, Collective Bargaining Services

Jamaal Haltom
National Training Representative

Wendy Lucas Pisman
Labor Relations Specialist (AHL-300)

Nicole Vitale
Director of Labor Relations

Agency Head Review: LAURA R GLADING Digitally signed by LAURA R GLADING Date: 2020.09.03 15:52:31 -04'00'

Laura R. Glading
Executive Director, Labor and Employee Relations

Date

Appendix D #25 – WLB-12.1 – Childcare Subsidy Income Level MOU

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

This Agreement is made by and between the National Air Traffic 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 concerning Human Resources Policy Manual (HRPM) Volume 12: Work Life and Benefits WLB-12.1 – FAA Child Care Subsidy Program and supersedes the FAA Child Care Subsidy Program Agreement dated June 2, 2017.

For purposes of this Agreement, the July 24, 2016 Collective Bargaining Agreement (CBA) between the Parties will be referred to as the "Slate Book," the June 2, 2013 CBA between the Parties will be referred to as the "Purple Book," and the April 7, 2011 CBA between the Parties will be referred to as the "Light Blue Book."

Section 1. In Article 116, Section 1 of the Slate Book, "$72,983" shall be replaced with "$100,000." In Article 112, Section 1 of the Purple Book and the Light Blue Book, "$72,000" shall be replaced with "$100,000."

Section 2. The following chart will replace the charts depicted in Article 116, Section 2 of the Slate Book and Article 112, Section 2 of the Purple Book and the Light Blue Book:

Family Income	Percentage of Total Child Care Costs Paid by the Agency
Over $100,000	0%
$85,001 – $100,000	30%
$70,001 – $85,000	45%
$70,000 or less	70%

Section 3. Article 116, Section 3 of the Slate Book shall be suspended for the duration of the Slate Book. Article 112, Section 3 of the Purple Book and Light Blue Book shall be suspended for the duration of these CBAs.

Section 4. In all other respects, the Slate Book, the Purple Book, and the Light Blue Book shall remain unchanged.

Section 5. Execution of this Agreement cancels the Parties' June 2, 2017 MOU regarding WLB-12.1 – FAA Child Care Subsidy Program.

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement on behalf of either Party.

Section 7. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 24th day of September 2020, and effective as of October 1, 2020:

For the Union:

Dean Iacopelli
Chief of Staff

Nicole Vitale
Director of Labor Relations

Grant Mulkey
Labor Relations Staff Attorney

Jennifer Malloy
National Child Care Representative

For the Agency:

Martina Shipman, AHB-100

Michael Doss
Director of Labor Relations, AHL-300

Juan Restrepo
Labor Relations Specialist, AHL-300

LAURA R GLADING
Digitally signed by LAURA R GLADING
Date: 2020.09.24 15:10:05 -04'00'

Agency Head Signature

Appendix D #26 – LWS-8.12d – Voluntary Leave Bank MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the implementation of the Voluntary Leave Bank Program as described in LWS-8.12d, FAA Voluntary Leave Bank ("VLB"); Reference Material: Leave Sharing Limitations and Requirements; and HROI, Procedures for the FAA VLB dated April 20, 2020.

Section 1. The Agency shall provide all bargaining unit employees (BUEs) with access to CASTLE.

Section 2. The Agency shall provide all BUEs with training on CASTLE. BUEs shall be afforded duty time to complete the training. Fourteen (14) calendar days prior to distribution of the training, the Agency shall provide NATCA with a copy of the training and the opportunity to comment.

Section 3. BUEs shall be afforded duty time and access to a computer with privacy and internet access to enroll in the VLB via the CASTLE time and attendance system.

Section 4. BUEs make a request to become a leave recipient electronically via the CASTLE time and attendance system or, if making the request via CASTLE is impractical, by submitting a written application to the Agency using the NATCA VLB Recipient Application Form attached as Appendix 1. If a BUE is not capable of making an application on their own behalf, the BUE may choose to have their immediate supervisor or a management designee, or a personal representative of the BUE's choosing, submit the application. The management designee shall be located at the facility/office to which the BUE is assigned. Written applications must be submitted to the immediate supervisor or the management designee for creation in CASTLE.

Section 5. BUEs submit documentation via a direct upload to the CASTLE system. The Agency shall provide BUEs with access to a computer with a scanner, privacy, internet access, and FAA intranet access to submit the documentation. Employees are permitted to use this equipment to access their personal email accounts for the purpose of obtaining the necessary documents for uploading to the CASTLE system.

If access to a computer with a scanner, privacy, internet access, and FAA intranet access is unavailable or the BUE is otherwise unable to directly upload documentation to the CASTLE system, the BUE or their personal representative may submit the documentation via email, fax, or certified mail to the VLB Program Manager. The Agency shall post the VLB contact information on the VLB webpage, the link to which will be provided on the bottom of the NATCA VLB Recipient Application Form (attached as Appendix 1).

Section 6. BUEs will not be required to access their FAA.gov accounts to enroll or participate in the VLB.

Section 7. The NATCA Leave Bank Board Member ("LBB") will not be required to access their

FAA.gov account to perform their duties.

Section 8. A VLB leave recipient may use leave transferred to the leave recipient's account only for the purpose of a medical emergency or bonding for which the leave recipient was approved.

Section 9. Leave donated to the VLB recipient 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 or bonding for which LWOP or advanced annual or sick leave was granted. However, the BUE must have applied for and become a VLB member prior to the start date of the medical emergency or bonding period for which they were awarded donated leave.

Section 10. Donated leave may be used consecutively or intermittently for any period of approved absence.

Section 11. BUEs should make requests for leave as soon as practicable in advance of the intended use. BUEs may need to adjust the proposed dates of use or may be unable to make a request prior to the qualifying personal or medical emergency or need for bonding due to unforeseen circumstances. Should such circumstances arise, a BUE will submit a new or revised request as soon as practicable.

Section 12. BUEs shall provide the following medical documentation or information in support of their request:

a) If the BUE is experiencing a medical emergency, a description of the nature, severity, and anticipated duration of the medical emergency; and if it is a recurring one, a description of the approximate frequency of the medical emergency.

b) If the BUE is seeking bonding leave following a birth, adoption, or placement documented proof of the birth, adoption or placement may be required.

If the LBB requires additional information from a BUE, the VLB Program Manager shall provide the BUE with an explanation for the need for additional information in writing. If the LBB requires certification regarding a medical emergency from more than one physician or other appropriate expert, the FAA will bear the expense associated with obtaining the additional certification(s).

Section 13. If the medical emergency or bonding period giving rise to approved VLB leave ends prior to the date previously authorized, the VLB leave recipient will notify the Agency via the CASTLE system. If it is impractical for the BUE to provide notification through CASTLE, the BUE will notify the Agency via written notification to their immediate supervisor or their designee.

Section 14. The Agency shall apply the provisions of the VLB program in a fair and equitable manner. The Agency shall ensure that during each LBB meeting where applications are reviewed and approved, each employee will have a fair and equitable opportunity to receive donated VLB leave.

On a monthly basis, the Agency will provide the NATCA LBB member with the following information:

(1) The amount of leave available in the VLB;
(2) The number of VLB applications during that month; and

(3) The following information for each VLB application:
   a. the applicant's bargaining unit status (NATCA or non-NATCA);
   b. the amount of leave requested; and
   c. the amount of leave received.

Section 15. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 16. This Agreement shall remain in effect for the duration of each applicable CBA.

Signed this 5th day of November 2020:

For the Union:

Dean Iacopelli
Chief of Staff

Nicole Vitale
Director of Labor Relations

Rich Santa
Eastern Regional Vice President

May Silverstein
Labor Relations Staff Attorney

For the Agency:

Liz Dayan,
Exec Dir, Benefits and Worklife, AHB

Michael Doss,
Director, AHL-300

Juan Restrepo,
Labor Relations Specialist, AHL-300

LAURA R GLADING

Digitally signed by LAURA R GLADING
Date: 2020.11.05 13:58:41 -05'00'

Agency Head Signature Date

NATCA VLB Recipient Application Form

Applicant Name: Supervisor Name:

Phone Number: Phone Number:

Alternative Email: Email:

Describe The Nature And Severity Of The Medical Emergency

Application For: ○ Employee ○ Family

Expected Absence Per Pay Period: ○ Continuous ○ Intermittent

Emergency Began: Physician Name:

Emergency End: Physician Phone:

Hours Requested: LWOP Hours Used for this Emergency:

Leave Balance as of the Beginning of the Current Pay Period: Annual Leave:

Sick Leave:

Has Applicant Used the Voluntary Leave Transfer Program For This Emergency? ○ Yes ○ No

ALL FIELDS ARE REQUIRED - Attach medical documentation and/or justification for bonding purposes.
(Medical documentation shall include a description of the nature, severity, anticipated duration of the medical emergency, if it is a recurring one, and the approximate frequency of the medical emergency affecting the leave bank member. NOTE: When the leave application is solely for the purpose of bonding with a child, documented proof of birth or adoption may be required.)

Through my signature below, I authorize the access of my Voluntary Leave Bank application and associated records, including medical documentation, to the Voluntary Leave Bank Board Members for their review as they process my application, in accordance with HRPM LWS-8.12d and HROI, Procedures for the FAA Voluntary Leave Bank.

Signature: Date:

For current VLB Program Contact Information visit the VLB website.

Privacy Act Statement (5 U.S.C. § 552a, as amended):

Authority: Information on NATCA VLB Recipient Application Form is solicited under the authority of section 347 of the 1996 Department of Transportation Appropriations Act, implementing personnel management system policies and procedures, including Human Resource Policy Manual (HRPM), LWS-8.12 and LWS-8-12d and Human Resources Operating Instructions (HROI), Procedures for the FAA Voluntary Leave Bank.

Purpose: The purpose for collection of this information is to enable the FAA to process applications for donated leave under FAA's Voluntary Leave Bank in accordance with FAA HRPM policy and HROI procedures.

Disclosure: Submission of this data, and any medical information, is voluntary. This information will become part of the Privacy Act System of Records DOT/ALL 19, Federal Personnel and Payroll System. 73 FR 66826 (November 7, 2008). Incomplete submission will impede the FAA's ability to process the application for voluntary leave.

Routine Use of Information: Within the Department of Transportation (DOT), this information will be shared only with DOT employees, contractors, and detailees who have a need to know the information in performance of official duties. This information will be disclosed outside of the DOT only if a Privacy Act exception applies, which includes the routine uses listed in System of Records Notice (SORN) DOT/ALL 19, Federal Personnel and Payroll System. The Department has also published 15 additional routine uses applicable to all DOT Privacy Act systems of records. These routine uses are published in the Federal Register at 84 FR 55222 (October 15, 2019) and 77 FR 42796 (July 20, 2012), and under ``Prefatory Statement of General Routine Uses'' (available at https://www.transportation.gov/privacy/privacyactnotices).

Appendix D #27 – AVS Aviation Safety Voluntary Safety Reporting System (AVS VSRP) MOU

AVIATION SAFETY
VOLUNTARY SAFETY REPORTING PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE
FEDERAL AVIATION ADMINISTRATION

1. GENERAL. 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 Memorandum of Understanding (MOU) applies to all Aviation Safety (AVS) employees represented by NATCA and represents the complete understanding of the Parties concerning the Aviation Safety Voluntary Safety Reporting Program (AVS VSRP). The administration of the AVS VSRP shall be in accordance with Order VS 8000.375 AVS Voluntary Safety Reporting Program.

2. PURPOSE. The FAA and NATCA are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by NATCA to promptly identify, voluntarily report, and correct potential or actual aviation safety issues or concerns. The AVS VSRP provides a process for a documented review of safety issues or concerns raised by NATCA Multi-Unit Bargaining Unit Employees (BUEs). The purpose of the AVS VSRP is to identify and correct aviation safety issues or concerns.

3. BENEFITS. The AVS VSRP will foster a voluntary, cooperative, confidential, non-punitive environment for the open reporting of aviation safety issues or concerns. Through such reporting, all parties will have access to valuable aviation safety information that may not otherwise be available. This information will be analyzed in order to develop corrective actions to help mitigate identified aviation safety issues or concerns as well as systemic issues.

The FAA has determined that it will not use disciplinary or enforcement action, to include the removal or suspension of a pilot certificate, to address a reported aviation-safety-related issue or concern accepted into the AVS VSRP.

4. APPLICABILITY. The AVS VSRP applies to employees of AVS represented by NATCA.

5. PARTICIPATION. Participation in the AVS VSRP may be terminated at any time, and for any reason by the FAA or NATCA. 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. Failure of any party to follow the terms of the program may result in termination of this agreement.

6. REPORTING PROCEDURES. When a covered employee has an aviation safety concern or observes an aviation safety-related issue, he or she should note the concern or issue and describe it in enough detail so that it can be evaluated by the Event Review Team (ERT).

a. AVS VSRP Report Form. At an appropriate time during the duty day, the employee should complete the AVS VSRP Form online for each aviation safety issue or concern and submit it electronically. The employee should complete a separate form for each safety issue or concern as soon as practicable.

b. Time Limit. Reports submitted under this VSRP will be accepted regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a and b of this MOU.

c. Non-reporting Employees Covered Under this AVS VSRP MOU. If an AVS VSRP report identifies another covered employee in a safety issue or concern involving a possible noncompliance and that employee has not submitted a separate report, the ERT will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance. If the ERT determines that the employee did not know or could not have known about the apparent possible noncompliance, and the original report otherwise qualifies for inclusion under AVS VSRP, the ERT will offer the non-reporting employee the opportunity to submit his/her own AVS VSRP report. The ERT will consider acceptance by the same criteria as the original report and extend the same protections.

7. EVENT REVIEW TEAM. The ERT is made up of four primary management representatives and a primary representative of each participating Labor Union. NATCA may designate one (1) primary and one (1) alternate AVS VSRP ERT representative. Management may designate four primary and four alternate representatives.

a. The ERT will review, analyze, and investigate de-identified reports submitted by the employees under the program, identify actual or potential safety issues or concerns from the information contained in the reports, and may propose solutions for those issues or concerns. The ERT will provide feedback to the individual who submitted the report in a timely manner. The ERT will meet as necessary to review, investigate, and analyze reports that will be listed on an agenda submitted by the VSRP Program Manager (PM). The ERT will determine the time and place of the meeting, which may be in person, via telephone or in any other manner the ERT deems appropriate. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time critical information.

b. The ERT is solely responsible for any investigations resulting from a reported safety issue or concern accepted into the program. The ERT may request assistance from AVS at the national level to perform all or part of an investigation. In the event the ERT requests such assistance, NATCA may designate its ERT representative or another union representative, as a participant.

c. The FAA has determined that it will not use an accepted AVS VSRP report nor the content of an accepted AVS VSRP report to initiate, support, or as evidence for any disciplinary action, except as described in paragraph 10b of this MOU.

d. It is anticipated that various types of reports will be submitted to the ERT, including aviation safety-related reports that appear to involve a possible noncompliance with applicable FAA directives, as well as reports that are of a general aviation safety concern, but do not appear to involve possible noncompliance. All aviation safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

e. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his/her information and, if possible, internal FAA resolution.

f. For reports related to aviation safety, including reports involving possible noncompliance with applicable FAA directives, the ERT will analyze the report, conduct interviews of reporting employees if necessary, and gather additional information concerning the matter described in the report.

g. The ERT identifies actual or potential aviation safety issues or concerns and forwards to the appropriate FAA Office of Primary Responsibility (OPR) utilizing the AVS VSRP Corrective Action process. The FAA will work with NATCA to develop appropriate corrective action for systemic issues. The OPR will present the corrective action plan to the ERT for approval.

h. Corrective action(s) regarding systemic issues not completed to the satisfaction of the ERT will be elevated to the Executive Board for resolution.

i. Any individual corrective action recommended by the ERT for a report accepted under this MOU must be completed to the satisfaction of members of the ERT, or the AVS VSRP report may be excluded from the program.

j. When appropriate, the ERT may consult with subject matter experts (SMEs) to assist in their understanding of a reported issue or concern. SMEs are not voting members of the ERT.

k. If the Primary ERT members cannot reach consensus, having exhausted all resources and ability to reach compromise, the complete report, without ERT notes, will be forwarded, for review by their alternate ERT representatives. The report will be forwarded without interference or input from the Primary ERT members, and the alternate ERT members will coordinate independent of the Primary members in order to get new perspectives on the issue.

8. VSRP AND ELECTRONIC REPORTING SYSTEM. When the AVS VSRP reporting system receives a report, the date and time of any issue described in the report and the date and time the report was submitted will be recorded. The report will be placed, along with all

supporting data, on the agenda for the next ERT meeting. De-identified reports shall be provided to all ERT members prior to the scheduled ERT meeting. To confirm that a report has been received, the system will send an electronic receipt to each employee who submits a report.

a. The FAA will designate one person who will serve as the AVS VSRP PM. The AVS VSRP PM will be responsible for program administration, and will not serve as a member of the ERT.

b. The VSRP PM will serve as the focal point for information about inquiries concerning the status of AVS VSRP reports and for the coordination and tracking of ERT Corrective Actions. The VSRP PM will work collaboratively with NATCA.

c. The VSRP PM will maintain a database that continually tracks each report and the analysis of those reports. The AVS VSRP manager will conduct a 12-month review of the AVS VSRP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety issues or concerns of a similar nature. This review will include recommendations for corrective action for recurring issues indicative of adverse safety trends. This review is in addition to any other reviews conducted by the FAA.

d. The VSRP PM will track the status and implementation of corrective action(s) and report on associated progress as part of the regular ERT meetings. Any recommended corrective action that is not implemented, should be recorded and monitored along with the reason it was not implemented.

9. AVS VSRP EXECUTIVE BOARD.

a. The AVS VSRP Executive Board (EB) is made up of members of the AVS Management Team (AVSMT) and participating Labor Unions. NATCA may designate a representative to serve on the AVS VSRP EB.

b. The EB will make its decisions involving AVS VSRP issues by consensus.

c. The EB shall not override the decisions of the ERT.

d. AVS VSRP Corrective Actions. The EB will:

    1. Resolve issues where neither primary nor alternate ERT can reach a consensus decision regarding recommendation for corrective action for an AVS VSRP Report.

    2. Review and resolve issues where the OPR and ERT cannot agree on a corrective action plan or is not completed to the satisfaction of the ERT.

e. The EB will review and respond to recommendations from audits of the AVS VSRP.

f. If the EB is unable to reach consensus on issues elevated by the ERT, either Party may pursue whatever course of action is available in accordance with Article 7 of the Parties' Collective Bargaining Agreement, the Federal Service Labor-Management Relations Statue, and any other law, rule, or regulation.

10. REPORT ACCEPTANCE CRITERIA. The following criteria must be met in order for a report to be covered under this VSRP:

a. Any possible noncompliance with FAA directives disclosed in the report must not appear to involve an intentional disregard for safety and must not involve gross negligence.

b. The reported safety issues or concern must not appear to involve criminal activity, substance abuse, alcohol use or misuse, or intentional falsification. Reports involving those issues will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the issue did not involve any of the aforementioned activities, then the report will be referred back to the ERT for a determination of acceptability under this MOU. Such referred back reports will be accepted under this VSRP provided they otherwise meet the acceptance criteria contained herein.

c. Reports of safety issues or concerns not related to aviation safety fall outside the purview of the AVS VSRP. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his or her information and, if possible, for internal FAA resolution.

d. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment, such as the operation of aircraft for personal or recreational purposes, are excluded.

e. Reports Involving Proficiency Issues. VSRP reports covered under the program that demonstrate a lack, or raise a question of a lack of proficiency of a covered employee may result in the assignment of training, if such action is appropriate and recommended by the ERT.

f. Corrective Action. Employees initially covered under the AVS VSRP will be excluded from the program and not entitled to the protective provisions if they fail to complete the recommended corrective action in a manner satisfactory to the ERT. Failure of an employee to complete the ERT recommended corrective action may result in the reopening of the case and referral of the matter for appropriate action.

g. Systemic Issues or Repeated Instances of Noncompliance with Directives. Reports involving systemic issues or the same or similar possible noncompliance with the directives that were previously addressed with no intervention under AVS VSRP may be accepted into the program, provided they otherwise satisfy the acceptance criteria in

paragraph 10 a and b. The ERT will consider on a case-by-case basis the corrective action appropriate for such reports.

h. Closed Cases. A previously accepted VSRP report for which no action has been taken, may be reopened and appropriate action taken if evidence is later discovered that establishes the report should have been excluded from the program in accordance with this section.

11. EMPLOYEE FEEDBACK. The VSRP PM will provide regular feedback to the employees in a manner acceptable to the ERT. A quarterly report will be published covering the number of reports received, the number of reports accepted and excluded, a list of the top issues raised, corrective action recommendations, and results. This report will be available on a designated page on the FAA employees website (http://www.myfaa.gov). Any employee who submitted a report may also contact the VSRP PM to inquire about the status of his/her report. In addition, each employee who submits a report accepted under AVS VSRP will receive individual feedback on the final disposition of the report.

12. CONFIDENTIALITY. The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees.

13. CONSENSUS. Consensus 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 the particular issue, and is in the best interest of safety. ERT representative shall be empowered to make decisions within the context of the ERT discussions on a given report and related activities.

a. For matters related to the overall operation of the AVS VSRP, consensus means the voluntary agreement of all representatives on the ERT or EB.

b. For matters submitted by Union represented employees consensus means the voluntary agreement of the appropriate union and management representative. These situations do not require the consensus of union representatives or management representatives that are not directly involved.

c. For matters submitted by non-bargaining unit employees, to include managers and supervisors, where the employees of the organization is represented by a union, consensus means the voluntary agreement of the appropriate Union and management representative on the ERT.

d. For associated corrective actions, consensus means the voluntary agreement of the appropriate Union and management representative(s) on the ERT.

14. INFORMATION AND TRAINING. AVS VSRP implementation and refresher training requirements and curriculum shall be jointly developed by the Parties at the national level. The details of the VSRP will be made available to all employees covered by this MOU in appropriate NATCA and FAA publications.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the VSRP PM in a manner that ensures compliance with applicable directives and law, and will be made available to the other parties of this agreement at their request.

16. PROGRAM DURATION. This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement.

17. SIGNATORIES. All parties to this AVS VSRP MOU are entering into this agreement voluntarily.

Singed this 30th day of December 2020.

For NATCA:

Steve Hansen
National Safety Representative (Outgoing)

Christine Padgett
National Safety Representative (Incoming)

Nicole Vitale
Director Labor Relations

For the Agency:

ALI BAHRAMI Digitally signed by ALI BAHRAMI Date: 2020.12.30 18:56:31 -05'00'

Ali Bahrami
Associate Administrator for Aviation Safety, AVS-1

Michael Doss
Director, AHL-300

VANESSA IVELISSE MARZAN-HERNANDEZ Digitally signed by VANESSA IVELISSE MARZAN-HERNANDEZ Date: 2020.12.31 06:51:43 -05'00'

Vanessa I. Marzán-Hernández
Labor Relations Specialist, AHL-300

Agency Head Review: LAURA R GLADING Digitally signed by LAURA R GLADING Date: 2021.01.04 14:11:25 -05'00'

Laura R. Glading
Executive Director, Management & Labor Relations

Date

Appendix D #28 – ECOMP Implementation MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the implementation of the Employee's Compensation Operations and Management Portal ("ECOMP"). The terms of this Agreement do not supersede or amend the provisions of Article 75 of the Parties' Collective Bargaining Agreements (CBAs).

Section 1. The Parties agree to use ECOMP to file Injury and Illness Incident Reports (OSHA Form 301) and Workers' Compensation claims (CA-1, CA-2, and CA-7 forms).

Section 2. Bargaining unit employees (BUEs) will be provided access to a computer and printer for the purpose of using ECOMP in a location mutually agreeable to the Parties at the facility/office level that provides BUEs with privacy. ECOMP is accessible from the public Internet. If a BUE is unable to upload a witness statement(s) or other supporting documentation, the BUE can provide the document(s) to the Agency official designated on the CA-1 for uploading to the BUE's ECOMP file.

Section 3. The Agency will submit an Injury and Illness Incident Report (OSHA 301) and, if requested, Workers' Compensation claim (CA-1, CA-2, and CA-7 forms) for an employee who is incapacitated. For the purpose of this Agreement, an incapacitated employee is a bargaining unit employee who is unable to access a computer and complete the online form because of medical/health related reasons. The language in this section does not obviate the requirement that the injured worker meet their burden of proof, as provided at 20 C.F.R § 10.115.

Section 4. This Agreement will remain in effect for the duration of the relevant CBAs.

Signed this 22nd day of March 2021:

For the Union:

Dean Iacopelli
Chief of Staff

For the Agency:

Elizabeth Dayan

Elizabeth Dayan
Executive Director, Comp, Benefits
& Worklife, AHB-001

Nicole Vitale
Director of Labor Relations

Karena Marinas
National OSHA Representative

John Thompson
National OWCP Representative

CARY E LEVENTHAL
Digitally signed by CARY E LEVENTHAL
Date: 2021.01.15 11:37:58 -05'00'

Cary Leventhal
Director Worker's Compensation,
AHB-300

Deborah Sepulveda
Labor Relations Specialist,
AHL-300

Michell J Barrett
Executive Technical Representative,
AJG-L11

Appendix D #29 – EMS-11.2 – Guidance on Pay Issues Related to Disaster Emergency Situations MOU

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

This Agreement is made by and between the National Air Traffic 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 concerning Human Resources Policy Manual (HRPM) Volume 11: Guidance on Emergency Situations EMS-11.2—Guidance on Pay Issues Related to Disaster/Emergency Situations.

Section 1. The Parties recognize that NATCA never received notice of the Agency's establishment of HRPM EMS 11.2 – Guidance on Pay Issues Related to Disaster/Emergency Situations as required by Article 7 of the Parties' Collective Bargaining Agreements (CBAs). Therefore, EMS 11.2 is not applicable to bargaining unit employees (BUEs) represented by NATCA.

Section 2. In accordance with the provisions of Article 7 of the applicable CBA, the Agency will provide notice to the Union at the National level of its intent to advance pay resulting from a disaster or emergency declaration for BUEs represented by NATCA.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 4. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 10th day of May 2021.

For NATCA:

Grant Mulkey
Senior Counsel for Labor Relations

For the FAA:

Juan Restrepo
Labor Relations Specialist

John H. McFall Digitally signed by John H. McFall Date: 2021.05.11 11:35:08 -04'00'

Agency Head Signature Date

Appendix D #30 – Employee Express Two-Factor Authentication MOU

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 represents the full and complete understanding of the Parties regarding the implementation of two-factor authentication for access to Employee Express.

Section 1. BUEs may utilize the two-factor authentication activated on October 20, 2021, to access Employee Express on personal devices (e.g., cell phones, laptop computers) outside of an FAA facility, without going behind the Agency's firewall.

Section 2. For sixty (60) days following the execution of this Agreement, BUEs who are not reporting to a facility/office and do not have access to government furnished equipment may utilize the points of contact (POCs) listed in Appendix 1 for assistance with matters housed within Employee Express.

Section 3. BUEs on long-term leave may utilize the POCs listed in Appendix 1 for assistance with matters housed within Employee Express for up to sixty (60) days following their return to duty.

Section 4. BUEs will not be required to use their FAA.gov email accounts to set up two-factor authentication or routinely access Employee Express.

Section 5. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement (CBA) on behalf of either Party.

Section 6. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, or until all matters are resolved by the parties, unless modified by mutual agreement of the Parties.

Signed this 25th day of October 2021.

For NATCA:

Dean Iacopelli
Chief of Staff

Nicole Vitale
Director of Labor Relations

For the FAA:

Juan Restrepo,
Labor Relations Specialist, AHL-300

LAURA R GLADING Digitally signed by LAURA R GLADING Date: 2021.10.26 11:34:53 -04'00'

Agency Head Signature Date
Laura Glading, Exec Dir. AHL-01

Appendix 1

For changes to Federal Employee Health Benefits (FEHB), Federal Employees' Group Life Insurance (FEGLI), and Thrift Saving Plans/Roth, BUEs should contact the Benefits Operation Center:

- 9-ACE-FAA-BENE@faa.gov
- (855) 322-2363

For all other changes (listed below) or for a copy of the Leave and Earnings Statement, BUEs should contact the following, based on their region:

- Alaska: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
- Central: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
- Eastern: Kevin Brown (kevin.brown@faa.gov)
- Great Lakes: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
- Northwest Mountain: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
- New England: Lorraine Humphrey (Lorraine.humphrey@faa.gov)
- Southern: Lorraine Humphrey (Lorraine.humphrey@faa.gov)
- Southwest: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
- Western Pacific: Kevin Brown (kevin.brown@faa.gov)

- Headquarters: Kenya Harper (kenya.harper@faa.gov)
- Mike Monroney Aeronautical Center: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
- William J. Hughes Technical Center: Kenya Harper (kenya.harper@faa.gov)

Examples of changes appropriately routed to the above contacts include:

- Direct Deposit
- Discretionary Allotment
- Federal Tax (W4)
- Financial Allotment
- Health Savings Allotment
- Home Address
- State Tax
- Earnings and Leave Summary

BUEs should put the type of request in the subject line. For example, if they need to change their direct deposit information, put "EEX Direct Deposit Update needed" or if they are requesting a copy of their Earnings and Leave Statement, put "LES Request" in the subject line.

Appendix D #31 – EO 14019 – Promoting Access to Voting MOU

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

This Agreement is made by and between the National Air Traffic Controllers Association ("NATCA" or the "Union") and the Federal Aviation Administration ("FAA" or the "Agency"), collectively known as the Parties. This Agreement represents the understanding of the Parties concerning the implementation of Executive Order 14019 on Promoting Access to Voting, issued on March 7, 2021.

Section 1. Upon request of a bargaining unit employee (BUE), the Agency shall grant up to four (4) hours of excused absence for voting in connection with each Federal general election day. The excused absence may be used for voting on the Federal general election day or for early voting (i.e., voting prior to the Federal general election day, as authorized by their jurisdiction).

Section 2. Upon request of a BUE, the Agency shall grant up to four (4) hours of excused absence for voting in connection with each election event (including primaries and caucuses) at the Federal, State, local (i.e., county and municipal), Tribal, and territorial level that does not coincide with a Federal general election day. If an election simultaneously involves more than one level, it is considered to be a single election event. The excused absence may be used for voting on the established election day or for early voting, whichever option is used by the BUE with respect to an election event.

Section 3. Upon request of a BUE, the Agency shall grant up to four (4) hours of excused absence for voting in Federal special Congressional elections not held on the date of a Federal general election. This excused absence may be granted for voting on the established date of a special election or for authorized early voting in connection with that election.

Section 4. Upon request of a BUE, the Agency shall grant up to four (4) hours of excused absence per leave year to serve as a non-partisan poll worker or to participate in non-partisan observer activities at the Federal, State, local (i.e., county and municipal), Tribal, and territorial level, including training periods. (A "leave year" begins on the first day of the first pay period commencing on or after January 1 of the given year and ends on the day before the first day of the next leave year.) This leave is in addition to any other excused absence a BUEs uses to vote. If those duties require the BUE to be absent for a longer period of time, the BUE must use annual leave, credit hours, earned compensatory time off, or LWOP.

Section 5. The leave requests mentioned above shall be granted subject to staffing and workload.

Section 6. If a BUE needs to spend less than 4 hours to vote, only the needed amount of excused absence should be granted.

Section 7. The Agency will strive to accommodate BUE leave requests by making necessary operational adjustments.

Section 8. For the purposes of this Agreement, excused absence may not be used during a non-workday or during overtime work hours outside the tour of duty established for leave charging purposes.

Section 9. Excused absence may be used for any travel time to and from the BUE's voting poll location.

Section 10. A BUE may use excused absence for voting in connection with each covered election event in which the BUE participates by voting. However, a BUE is limited to 4 hours of excused absence for voting per election event.

Section 11. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 12. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 22nd day of June 2022:

For NATCA:

Dean Iacopelli
Chief of Staff

Nicole Vitale
Director of Labor Relations

Akua Brempong-Smith
Deputy Director of Labor Relations

For the FAA:

Vanessa I. Marzán-Hernández
LR Specialist AHL-300

Agency Head Review:

LAURA R GLADING Digitally signed by LAURA R GLADING Date: 2022.06.29 11:18:07 -04'00'

Laura R. Glading
Executive Director, Labor & Employee Relations

Appendix D #32 – LWS-8.23 – Parental Bereavement Leave MOU

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

This Agreement is made by and between the National Air Traffic 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 concerning the implementation of the Human Resources Policy Manual (HRPM) LWS 8.23 Parental Bereavement Leave (PBL), dated September 9, 2022, for NATCA bargaining unit employees (BUEs).

Section 1. Upon request of an BUE, the Agency shall grant up to a total of two (2) workweeks of PBL in connection with the death of a qualifying child of the BUE. PBL is paid time off without charge to a BUE's accrued leave balance that may be taken in connection with the death of an eligible BUE's qualifying child.

Section 2. For the purposes of this Agreement, eligible BUEs are BUEs with an established part-time or full-time work schedule who have completed at least twelve (12) months of service as an employee of the Government of the United States, including service with the United States Postal Service, the Postal Regulatory Commission, and a nonappropriated fund instrumentality as described in 5 U.S.C. 2105(c).

Section 3. For the purposes of this Agreement, "child" means a biological, adopted, or foster child; a step child; a legal ward; or a child of a person standing in loco parentis who is (1) under eighteen (18) years of age; or (2) 18 years of age or older and incapable of self-care because of a mental of physical disability. For the purposes of this Agreement, "in loco parentis" means any individual who has day-to-day responsibility for the care and financial support of a child. A biological or legal relationship is not necessary.

Section 4. The PBL benefit must be used within the single twelve (12) month period linked to the given child's death. If one or more children of an employee dies at a later time during a twelve (12) month period associated with the earlier death of another child of the employee, each later death will result in the commencement of a corresponding twelve (12) month period. Any use of PBL during this overlap period including parts of more than one twelve (12) month period will count against the two (2) week limit for each affected twelve (12) month period.

Section 5. BUEs shall determine in what order they will utilize PBL and other types of leave (e.g., PBL, sick leave, annual leave, and/or LWOP) for an approved absence as defined in Section 1 of this agreement.

Section 6. BUEs shall be permitted to use PBL in addition to leave approved under Article 25 and Article 26 of the Parties' Collective Bargaining Agreement (CBA).

Section 7. BUEs shall make requests for PBL via the "PBL Request Form," attached as Appendix 1. BUEs will provide this form to their immediate supervisor via electronic or hard copy.

Section 8. If the need for PBL is foreseeable, the employee will submit their request for PBL as soon as practicable.

Section 9. Requests for intermittent PBL will not be unreasonably denied.

Section 10. In accordance with Article 104 of the Parties' CBAs, in the event that legislation is enacted that affects any provision(s) of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 11. Retroactive to December 27, 2021, the Agency shall grant PBL for which the BUE is eligible to cover a period of past leave occurring during the qualifying period.

Section 12. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 27th day of September 2022:

For NATCA:

Dean Iacopelli
Chief of Staff

Nicole Vitale
Director; Labor Relations

Akua Brempong-Smith
Deputy Dir; Labor Relations

For the FAA:

9/27/2

Juan Restrepo
Labor Relations Specialist; AHL-300

9/29/2022

Agency Head Signature Date
Miguel Nieves-Mojica (AHL-002), signing on behalf of Laura Glading. (AHL-1).

APPENDIX 1

PARENTAL BEREAVEMENT LEAVE (PBL) REQUEST FORM

Employee's Name:	**Facility/Line of Business/Staff Office:**
Anticipated Leave Start Date:	**Anticipated Leave End Date:**
In accordance with the September 27, 2022 Memorandum of Understanding between NATCA and the FAA ("PBL MOU"), I request PBL for the timeframe stated above.	
Employee's Signature:	**Date:**
(for Agency use) Your PBL request is approved. I have determined that you are not eligible for PBL under the PBL MOU for the following reason(s): _____	
Manager's Signature:	**Date:**

Appendix D #33 – Change in Position Sensitivity Levels for AAM 1801 Positions MOU

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

This Agreement is entered into by and between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the implementation of the Change in Position Sensitivity Levels for Office of Aerospace Medicine (AAM) 1801 positions.

Section 1. The Parties agree that all fingerprinting activities will occur on duty time as close to the bargaining unit employee's (BUE's) duty location as possible.

Section 2. The Parties agree that fingerprinting will occur at the BUE's duty location using local PIV Trusted Agents whenever possible.

Section 3. BUEs who do not have access to fingerprinting at their duty location and do not have access to an FAA ID Media Office in their local commuting area may use fingerprinting services at local police departments, military bases, or private services. The Parties agree that the Agency will cover all costs incurred as a result of the need to seek fingerprinting outside of a BUE's facility of record or duty location. Such costs include, but are not limited to, mileage, tolls, and parking.

Section 4. BUEs visiting FAA Headquarters, the Mike Monroney Aeronautical Center, the William J. Hughes Technical Center, or any Regional Office will be afforded duty time to fingerprint at the Security and Hazardous Materials Safety (ASH) ID Media office. The Agency will maintain those fingerprints consistent with the requirements of the Privacy Act.

Section 5. All fingerprints stored on ASH servers will be deleted after the individual has left the Agency, in accordance with Office of Personnel Management standards.

Section 6. The Agency agrees to provide NATCA with its notification to BUEs and an opportunity to comment prior to its dissemination to BUEs.

Section 7. The Agency agrees that the position sensitivity level change will not change the current drug and alcohol testing requirements for the 1801 positions.

Section 8. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or Collective Bargaining Agreement (CBA) on behalf of either Party.

Section 9. This Agreement will remain in effect for the duration of the relevant CBAs.

Signed this 29th day of August 2023.

For NATCA:

Dean Iacopelli
Chief of Staff

Nicole Vitale
Director Labor Relations

Jon Cakmakci
Labor Relations Staff Attorney

For the FAA:

Patricia Silva
Digitally signed by Patricia Silva
Date: 2023.08.15 09:27:31 -04'00'

Patricia Silva
Office of Labor and Employee Relations, AHL-300

NANCY Y RODRIGUEZ BROWN
Digitally signed by NANCY Y RODRIGUEZ BROWN
Date: 2023.08.15 09:33:01 -04'00'

Nancy Rodriguez Brown
Drug Abatement Director, AAM-800

VIRGINIA JOSEFA LOZADA
Digitally signed by VIRGINIA JOSEFA LOZADA
Date: 2023.08.15 08:29:34 -04'00'

Virginia Lozada
Acting Deputy Director, AAM-800

Appendix D #34 – FAA Order 1600.69C MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the Parties' February 28, 2019 Memorandum of Understanding (MOU) regarding FAA Order 1600.69C.

Section 1. The Parties agree that the February 28, 2019 MOU regarding FAA Order 1600.69C shall remain in full force and effect upon execution of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to FAA Order 1600.69C, including the potential implementation of FAA Order 1600.69D for NATCA bargaining unit employees, shall be addressed in accordance with Article 7 of the Parties' CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 16 day of May 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #35 – CRU X-ART MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning: (1) the recording of time and attendance in CRU-X/ART of employees' sign in/out, off/on procedure(s), and time assigned to other duties; and (2) the use of the "break board" systems.

Section 1. The Parties agree that there shall be no change to the established practices concerning: (1) the recording of time and attendance in CRU-X/ART of employees' sign in/out, on/off procedure(s), and time assigned to other duties; and (2) the use of "break board" systems. All practices in effect at the time of the signing of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs) shall remain in effect.

Section 2. The Parties agree that there shall be no change to the existing LDR and/or activity codes in effect at the time of the signing of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs) unless mutually agreed to by the Parties at the national level.

Signed this 16 day of May 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #36 – Aircraft Certification Solicitation of Interest (SOI) Dashboard MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the Parties' May 29, 2021 Aircraft Certification (AIR) Solicitation of Interest Dashboard MOU.

Section 1. The Parties agree that the May 29, 2021 AIR Solicitation of Interest Dashboard MOU shall remain in full force and effect upon execution of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to the AIR Solicitation of Interest Dashboard MOU shall be addressed in accordance with Article 7 of the Parties' CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 16 day of May 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #37 – Credentialing MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the Parties' March 20, 2008 Credentialing Memorandum of Understanding (MOU).

Section 1. The Parties agree that the Credentialing MOU shall remain in full force and effect upon execution of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to the Credentialing MOU shall be addressed in accordance with Article 7 of the Parties' CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 4th day of June 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

VANESSA IVELISSE MARZAN-HERNANDEZ
Digitally signed by VANESSA IVELISSE MARZAN-HERNANDEZ
Date: 2024.06.04 09:00:13 -04'00'

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

TERESA M THOMAS
Digitally signed by TERESA M THOMAS
Date: 2024.06.04 07:56:03 -05'00'

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #38 – Smoking and Use of Tobacco MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning smoking and use of tobacco at facilities.

Section 1. The Parties agree that all designated smoking areas and practices concerning smoking and use of tobacco products at existing FAA facilities shall remain in full force and effect upon execution of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes shall be addressed shall be addressed in accordance with Article 114 of the Parties' CBA. Upon notification, the Parties agree to establish a workgroup(s) at the appropriate level for matters related to smoking and the use of tobacco at facilities.

Section 3. Issues arising from smoking and tobacco use will be addressed utilizing the provisions of Article 8 and/or Article 52 of the Parties' CBA prior to more formal measures being initiated.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 25 day of June 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #39 – Revised Federal Investigative Standards MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the Parties' November 21, 2016 Revised Federal Investigative Standards Memorandum of Understanding (MOU).

Section 1. The Parties agree that the Revised Federal Investigative Standards MOU shall remain in full force and effect upon execution of the successor agreement to the Parties' April 7, 2011and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to the Revised Federal Investigative Standards MOU shall be addressed in accordance with Article 7 of the Parties' CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 25 day of June 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #40 – Future Negotiations Appendices B and C MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning future negotiations regarding Appendices B and C of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs).

Section 1. The Parties acknowledge future negotiations will be necessary to modify Appendices B and C of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 CBAs due to pending FLRA Case No. WA-RP-24-0001 and changes to organizational nomenclature due to prior reorganizations. Consequently, the Parties agree to meet and negotiate to make necessary updates and/or changes in accordance with Article 7 of the Parties' CBAs.

Section 2. Negotiations will be triggered by a final determination in FLRA Case No. WA-RP-24-0001 as follows:

- If the FLRA determines that NATCA's existing bargaining units remain appropriate, negotiations will commence within sixty (60) days of that final determination.
- If the FLRA determines an election is warranted, negotiations will commence within sixty (60) days of the FLRA's certification of representative following the election.

Section 3. The timelines in Section 2 of this agreement may be modified by mutual agreement of the Parties.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 23 day of July 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Appendix D #41 – Bidding on Drug Abatement Inspection Schedules (DAI Schedules) MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the negotiation of procedures for bidding on Drug Abatement inspection schedules under the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs).

Section 1. Within sixty (60) days of signing a successor agreement to the Parties' April 7, 2011 and June 2, 2013 CBAs, procedures for employees bidding on the quarterly inspection schedule shall be negotiated between the Union and the Agency at the National level. The Parties agree to conclude negotiations as expeditiously as possible.

Section 2. The Parties agree to retain the following Memoranda of Understanding (MOUs) until the negotiations described in Section 1 are completed:

- DAI Bidding on Quarterly Inspection Schedule MOU, dated May 9, 2017
- Amendment to May 9, 2017 DAI Bidding MOU (Virtual Inspections), dated August 13, 2021
- Collaborative Agreement Amending May 9, 2017 DAI Bidding MOU, dated February 23, 2023

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 4. This Agreement shall remain in full force and effect until the negotiations described in Section 1 are completed.

Signed this 24 day of July 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Nicole Vitale
Director of Labor Relations

Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

Appendix D #42 – Aircraft Certification Work Tracking System (WTS) MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the Aircraft Certification Work Tracking System ("AIR-WTS") and is applicable to NATCA bargaining unit positions in AIR where AIR-WTS is utilized.

Section 1. NATCA Union Representatives will have access to all metrics, data, and reports available from AIR-WTS

Section 3. Execution of this Agreement cancels the Parties' August 14, 2017 Memorandum of Understanding (MOU) regarding the implementation of the AIR-WTS.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 29 day of July 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #43 – Human Resource Policy (HRPM) Policy Bulletin #124 Time Used for Obtaining a COVID-19 Vaccination MOU

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

This Agreement is made by and between the National Air Traffic 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 concerning Human Resource Policy Manual (HRPM) Policy Bulletin (PB) #124, Time Used for Obtaining a COVID-19 Vaccination dated July 19, 2024, and supersedes the Parties' PB #124 Memorandum of Understanding dated November 8, 2022.

Section 1. Bargaining Unit Employees (BUEs) shall be afforded excused absence to obtain a COVID-19 vaccination or booster as follows:

A. Up to four (4) hours to obtain the initial dose of a COVID-19 vaccination and second dose, if part of a two-dose series.

B. Up to four (4) hours to obtain booster dose(s) of a COVID-19 vaccination.

Section 2. Requests under Section 1 are subject to staffing and workload and shall be considered and approved on a first-come, first-serve basis. For telework-eligible BUEs, absent an emergency or special circumstance, requests shall be approved. If a request is denied, the Agency will provide a date by which the request shall be granted. The approved date shall not be more than seven (7) days from the requested date.

Section 3. BUEs will present proof to their immediate supervisor that they received a COVID-19 vaccination as follows:

A. Proof of vaccination may be a copy of the record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card, a copy of medical records documenting the vaccination, a copy of immunization records from a public health or state immunization information system, or a copy of any other official documentation containing the following required information:

   a. BUE's name,
   b. Type of vaccine administered,
   c. Date(s) of administration, and
   d. Name of health care professional(s) or clinic sites(s) administering the vaccines.

The immediate supervisor will not retain proof of vaccination.

Section 4. BUEs with a medical certificate or medical clearance who are required to observe a 48-hour "Do Not Fly"/do not perform safety-sensitive duties interval after each dose of the vaccine will be afforded two (2) workdays of excused absence after receiving each dose of a COVID-19 vaccination/booster, if otherwise scheduled to work and approved in advance in accordance with Section 2 of this MOU. These BUEs are not required to experience an adverse reaction to the vaccine/booster to receive this time.

Section 5. BUEs will use their normal means of recording time and attendance (e.g., Web Scheduler, CRU-ART, CASTLE) to record excused absence taken in accordance with PB #124.

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 7. Either Party may request to reopen this Agreement to address changes in the Agency's requirements for BUEs with a medical certificate or medical clearance to observe a 48-hour "Do Not Fly"/do not perform safety-sensitive duties interval after each does of the vaccine or changes in Centers for Disease Control or applicable Office of Personnel Management guidance.

Section 8. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 23rd day of August 2024:

For NATCA:

Dean Iacopelli, Chief of Staff

Nicole Vitale, Director of Labor Relations

For the Agency:

John Trowbridge, (A) Director
Labor & Employee Development (AJG-L)

Douglas Edwards, LR Specialist
Collective Bargaining Services (AHL-300)

Appendix D #44 – Compensatory Time MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the Parties' January 30, 2008 Memorandum of Understanding (MOU) regarding Compensatory Time.

Section 1. The Parties agree that the January 30, 2008 MOU regarding Compensatory Time shall remain in full force and effect upon execution of the successor agreement to the Parties' April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to the accumulation and use of compensatory time, including the potential implementation of HRPM PRE-3.1 and HRPM PRE-3.2 for NATCA bargaining unit employees, shall be addressed in accordance with Article 7 of the Parties' CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 27 day of August 2024:

For the Union:

Andrew LeBovidge
Executive Vice President
Chief Negotiator

Nicole Vitale
Director of Labor Relations

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #45 – Water Testing at Regional Offices MOU

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

This agreement is made and entered into by the National Air Traffic Controllers Association, hereinafter referred to as ("NATCA" or "Union"), and the Federal Aviation Administration, hereinafter referred to as ("FAA" or "Agency"), and collectively known as "the Parties". This Agreement represents the complete understanding between the Parties concerning the procedures for notifying the Union of scheduled water quality testing at the nine (9) FAA Regional Offices.

1. The Agency agrees to annually notify the NATCA National Office of any Agency scheduled water quality testing for the nine (9) FAA Regional Offices.

2. Any water filters on Agency-maintained refrigerators in the nine (9) FAA Regional Offices will continue to be replaced based on usage and the filters will be replaced as needed. However, if usage does not require replacement, the filter will be replaced once per year.

3. The Parties acknowledge that they are currently negotiating a successor contract for the 2011 (Multi-Unit) and 2013 (Consolidated) collective bargaining agreements (CBA). This MOU shall be effective at the signature of the Parties. It will remain in effect after the implementation and until the expiration of the successor CBA.

For NATCA:

Brad Davidson
Digitally signed by Brad Davidson
Date: 2024.08.30 11:08:50 -07'00'

Brad Davidson
NATCA Region X RVP

For the Agency:

SEAN S TORPEY
Digitally signed by SEAN S TORPEY
Date: 2024.08.30 11:59:38 -04'00'

Sean Torpey
Deputy Assistant Administrator
APL-2 (A)

Agency Head Review:

MIGUEL A NIEVES-MOJICA
Digitally signed by MIGUEL A NIEVES-MOJICA
Date: 2024.08.30 20:26:27 -04'00'

Miguel Nieves-Mojica
Deputy Executive Director LER
AHL-002

Appendix D #46 – Paid Parental Leave Implementation MOU

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

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the implementation of paid parental leave (PPL) provisions of HRPM LWS-8.20, Family and Medical Leave Act (FMLA), dated July 5, 2021, for NATCA bargaining unit employees (BUEs).

Section 1. Effective October 1, 2020, BUEs may substitute up to 12 workweeks of PPL for FMLA unpaid leave granted in connection with the birth of an employee's son or daughter or placement of a son or daughter with an employee for adoption or foster care occurring on or after that date, thus allowing time for bonding between parent and child.

Section 2. Effective January 1, 2021, and in accordance with the National Defense Authorization Act for Fiscal Year 2021 and HRPM LWS-8.20, there is no requirement that BUEs have worked for at least 1,250 hours over the previous 12-month period to be eligible for PPL.

Section 3. Effective December 22, 2023, the 12-month eligibility period required for PPL shall include honorable active service in the Army, Navy, Air Force, Space Force, or Marine Corps. BUEs seeking PPL under this Section for a qualifying birth or placement of a child must submit their request for PPL using the attached PPL Form in accordance with Section 8 of this Agreement and HRPM LWS-8.20. Submission of a request for PPL under this Section shall be considered to constitute a BUE's choice to use PPL in lieu of other leave as defined in Section 5 of this Agreement. Within sixty (60) days, the Parties will meet, agree on, and effectuate an appropriate make-whole remedy for each BUE who was denied or deemed ineligible for PPL due to uncredited honorable military service between December 22, 2023, and the implementation date of this Agreement. Any leave restored as a result of a make-whole remedy will be converted to PPL and shall be deducted from the 12 workweeks of PPL available for the birth/placement of the child under LWS-8.20. All other provisions of this Agreement and LWS-8.20, paragraph 9 remain unchanged.

Section 4. PPL may be substituted for any period of approved FMLA leave as defined by Section 1, including intermittent use of FMLA. Intermittent use of FMLA for this purpose shall not be unreasonably denied.

Section 5. BUEs shall determine in what order they will utilize PPL and other types of leave (e.g. PPL, sick leave, annual leave, and/or LWOP) for an approved absence as defined in Section 1 of this Agreement.

Section 6. BUEs will make requests for PPL via the "PPL Request Form," attached as Appendix 1.BUEs will provide this form to their first-line supervisor via electronic or hard copy.

Section 7. BUEs should make requests for PPL as soon as practicable. BUEs may need to adjust the proposed dates of use due to unforeseen circumstances. Should such circumstances arise, a BUE shall submit a new or revised request for PPL as soon as practicable.

Section 8. The PPL Request Form shall be submitted to the BUEs immediate supervisor who shall approve/deny and sign the PPL Request Form and return it to the BUE within seven (7) calendar days following the date the employee submitted the request. The Agency shall identify the specific reason(s) for the denial on the PPL Request Form.

Section 9. In accordance with Article 104 of the Parties' Collective Bargaining Agreements (CBAs), in the event that legislation is enacted that affects any provision(s) of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 10. The implementation of this Agreement does not alter or change the provisions of Article 31 of the Parties' 2016 CBA and the Parties' October 1, 2019, MOU regarding HRPM WLB-12.8, FAA Nursing Mothers Program, which provide BUEs reasonable paid breaks to express milk. BUEs will not be required to substitute PPL for such breaks.

Section 11. Execution of this Agreement cancels the Parties' May 16, 2024, MOU regarding the implementation of PPL for NATCA BUEs.

Section 12. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or CBA on behalf of either Party.

Section 13. This Agreement will remain in effect for the duration of each applicable CBA.

Signed this 16th day of November 2024:

For the Union:

Jamal Haltom
National Training Representative

Akua Brempong-Smith
Deputy Director of Labor Relations

For the Agency:

Michael Doss
Director, Collective Bargaining Services

Wendy L. Lucas Pisman
Senior Labor Relations Specialist

Agency Head Review: _____ _____

Kevin S. Androsian — Date
Executive Director, Labor & Employee Relations

Appendix D #47 – Camera Use MOU

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

This Agreement is made by and between the National Air Traffic 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 regarding NATCA bargaining unit employees covered by the successor agreement to the Parties' April 7, 2011 and June 2, 2013 collective bargaining agreement (CBAs) appearing on camera during virtual meetings using software applications and/or technology (e.g. Zoom, MS Teams).

Section 1. If directed by management, employees shall turn on cameras (i.e. utilize live video) while participating virtually in work-related activities (e.g., meetings, trainings, interviews, etc.). The Agency will provide reasonable advanced notice to the BUEs of this requirement.

Employees may turn off a video camera in certain reasonable circumstances, including but not limited to:

a. sharing their screen with other meeting attendees,
b. taking short breaks, and/or
c. when an emergency exists.

Section 2. Employees who are expected to appear on camera while participating virtually in work-related activities will be provided with government-furnished equipment that includes a working video camera and audio apparatus, microphone, and virtual meeting application software.

Section 3. Employees shall be permitted to use background blurring and/or appropriate background images when appearing on camera while participating virtually in work-related activities. The Agency may provide and require the use of organizationally related background images for meetings with external stakeholders. The display of Union insignias in the background images shall be permitted.

Section 4. Issues arising from an employee's camera use may be addressed using Article 8 (Problem Solving) and/or Article 52 (Professional Standards Program), as applicable, prior to initiating other compliance measures.

Section 5. The provisions of this MOU do not apply to employees acting in the capacity of a designated Union representative.

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or the Parties' CBA on behalf of either Party.

Section 7. This Agreement shall remain in full force and effect for the duration of the Parties' CBA unless modified by mutual agreement of the Parties.

Signed this 5th day of December 2024.

For the Union:

Andrew LeBovidge
Chief Negotiator

For the Agency:

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Nicole Vitale
Director of Labor Relations

Teresa Thomas
Manager, Labor and Employee Relations, AHL-C100

Appendix D #48 – OJTI Premium Pay MOU

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 temporary increase in On-The-Job Training Instruction (OJTI) premium pay and the introduction of simulation training premium pay.

Section 1. Effective the first full pay period of January 2025:

a. Bargaining unit employees conducting on-the-job-training (OJT) will receive additional premium pay of 15 percent (15%) 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. This additional premium pay supplements the OJTI premium pay provided by Article 68 of the 2016 CBA (Slate Book) and 2013 CBA (Purple Book).

b. Premium pay shall be paid at the rate of twenty-five (25%) of the applicable hourly rate of Base Pay times the number of hours and portions of hours during which a bargaining unit employee is providing instruction for assigned simulation training, stage training, or skill training in simulator labs (e.g., TTLs, TSSs, ETGs).

Section 2. Nothing in this Agreement shall be construed as a waiver of any rights afforded under the 2016 Collective Bargaining Agreement, applicable law, rule, or regulation.

Section 3. This Agreement shall remain in effect for a period of one (1) year ending the first full pay period of January 2026 and may be extended for a period of one (1) additional year by mutual agreement of the parties.

Signed this 6th day of December 2024.

For NATCA:

Dean Iacopelli

Jamaal Haltom

For the Agency:

Rolando Caparas

Wendy Lucas Pisman (AHL-300)

Appendix E – Sick Leave Restriction Template

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 https://magellanascend.com.

Appendix F – Career Level Descriptors and Occupational Series Definitions

APPENDIX F
Career Level Descriptors and Occupational Series Definitions

This Appendix applies to the following bargaining units: 0062

SECTION 1. Definitions:

Job Category: The FAA currently recognizes nine (9) job categories. Engineers and architects are included in the "Engineering Job Category".

Career Level Descriptors (CLD): CLDs are the criteria by which engineering and architect positions are classified. CLDs replace the Office of Personnel Management (OPM) classification standards and any other classification guides. CLDs are also sometimes referred to as Career Level Definitions.

Occupational Series: Occupational series are designated by a title and number such as the General Engineer Series, FV-801; the Civil Engineer Series, FV-810; and the Electronics Engineer Series, FV-855.

Job Documentation: A document that is the combination of the Job Category, Occupational Series, and Career Level Descriptor. Job Documentation replaces Position Descriptions. FAA also refers to this document as "JobDoc".

SECTION 2. Engineering Career Level One is equivalent to FAA pay level "G". No bargaining unit employee will be adversely impacted by any modifications contained herein.

ENGINEERING LEVEL ONE

Entrance Qualifications:
Bachelor's degree in Engineering or Applied Science from a school of engineering accredited by the Accreditation Board for Engineering and Technology (ABET) as a professional engineering curriculum, with little or no practical experience.

Duties:
Receives training in the various phases of engineering work as classroom instruction and/or on-the-job training assignments. Conducts routine project activities and technical surveys or inspections and prepares reports. Work activities typically support the work of other employees and activities of the organizational unit.

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

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

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

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

ENGINEERING LEVEL TWO

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

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

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

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

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

ENGINEERING LEVEL THREE

Duties:
This is the fully qualified engineering level. Develops complex project components in their specialized field within an engineering discipline (e.g., civil, electronic, electrical, mechanical, etc.), recognizing the effects on the overall project. Identifies and resolves NAS operational problems within a specialized area (NAVAIDS, RADAR, TELECOMM, COMM,

Environmental, etc.). Solving problems requires use of a combination of standard engineering procedures and practices, modification of standard procedures, or methods developed in previous assignments. Typically requires advanced expertise in using relevant computer applications. Participates in planning to achieve prescribed objectives. Demonstrates independence in planning time and using pertinent resources to accomplish multiple assignments or multiple projects. May serve as project manager.

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

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

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

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

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

ENGINEERING LEVEL FOUR

Duties:
Assigned complex and varied engineering assignments requiring definitive familiarity with a broad field of engineering knowledges well as the reciprocal effects of their assignment on the overall project/program. Assignments require application of in-depth engineering knowledge in planning and conducting projects/ programs that requires independent judgment and the ability to coordinate difficult and/or critical activities. Assigned problems require modifying established guides, devising new approaches, applying existing criteria using novel techniques, and drawing conclusions from comparative situations.

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

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

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

Leadership Authority:
Prioritizes and outlines work; provides advice to solve technical problems; reviews work of other engineers for technical accuracy and adequacy. Defines, plans, and organizes assigned resources to accomplish objectives. Allocates resources to accomplish work activities within established schedules. Demonstrates effective interpersonal skills and the ability to positively persuade or influence others. Provides engineering advice and guidance to the activity's engineers, technicians, and contract personnel.

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

ENGINEERING LEVEL FIVE

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

Typical Assignments:

Assignments require comprehensive knowledge and experience extending across functional and/or organizational lines. Typical assignments may include responsibility for high visibility, exceedingly complex Facility and Equipment (F&E) and Operations (OPS) or national program management; scheduling and organizing all phases of respective program; controlling respective program budget; giving and amending policy guidance and providing technical advice to others, both internally and externally; developing and maintaining relationships with customer management to ensure a high level of satisfaction; integration of systems; coordinating disciplines within a technical office; analyzing and testing of operational equipment. Activities typically impact directly or impact the objectives of one or more line(s) of business, often impact on the objectives of the FAA, and may affect the aviation industry. Works with senior management to identify and jointly resolve problems.

Level of Responsibility:

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

Supervision Received:

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

Leadership Authority:

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

Contacts:

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

OCCUPATIONAL SERIES DEFINITIONS

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

corrosion, engineering adaptability, engineering methods of construction and processing, etc.; or positions involving professional work in several branches of engineering.

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

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

FV-810 Civil Engineering – This series includes professional positions in the field of civil engineering, typically requiring application of general knowledge of the physical sciences and mathematics underlying engineering, and specialized knowledge of (a) mechanics of solids, particularly of soils, (b) hydraulics, (c) theory of structure, (d) strength of materials, (e) engineering geology, and (f) surveying. Positions in this series have responsibility for management, supervision or performance of (1) planning, designing, constructing, and/or maintaining structures and facilities that provide shelter, support transportation systems, and control natural resources; (2) investigating, measuring, surveying and mapping the earth's physical features and phenomena; and (3) research and development activities pertaining to (1) or (2).

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

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

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

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

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

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

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

Appendix G – Promotions Criteria For Engineers and Architects

APPENDIX G

Promotion Criteria for Engineers and Architects

This Appendix applies to the following bargaining units: 0062

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

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

SECTION 3. Definitions

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

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

Professional Development Conversion Chart:

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

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

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

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

SECTION 4. Engineer Promotion Criteria

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

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

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

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

a. Promotion from Level 1 to Level 2

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

1. Fifty-two (52) weeks specialized experience at Engineering Level 1; or
2. Demonstrated knowledge, skill, or ability in ten (10) elements of the Engineer Development Plan 1; or
3. Demonstrated knowledge, skill, or ability in seven (7) elements of the Engineer Development Plan 1 and successful completion of one hundred eighty (180) cumulative, engineering PDH's.

b. Promotion from Level 2 to Level 3

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

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

c. Promotion from Level 3 to Level 4

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

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

d. Promotion from Level 4 to Level 5

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

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

SECTION 5. Architect Promotion Criteria (FV-808)

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

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

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

a. Promotion from Level 1 to Level 2

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

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

b. Promotion from Level 2 to Level 3

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

1. One hundred four (104) weeks specialized experience at Engineering Level 2; or

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

c. Promotion from Level 3 to Level 4

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

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

d. Promotion from Level 4 to Level 5

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

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

Appendix H – Complexity Formula For Pay Setting

APPENDIX H
COMPLEXITY FORMULA FOR PAY SETTING

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 x Wav1 = 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 x 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 x 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 x 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 x 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 x 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 x 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 x .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

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 x 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 x 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 x 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 x 3 = .30 x 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 x 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 x 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 x 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

CBA Signature Pages

Signed this 18th day of December 2024.

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This agreement between the Federal Aviation Administration and the National Air Traffic Controllers Association is approved and effective January 14, 2025.

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National Air Traffic Controllers Association

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Federal Aviation Administration

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