CONTRACT

between the

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

and the

FEDERAL AVIATION ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

JUNE 5, 2006

This contract is effective by operation of law in accordance with 49 U.S.C. §§ 106 and 40122.

PREAMBLE

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

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

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

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ARTICLE 1

PARTIES TO THE AGREEMENT

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

ARTICLE 2

UNION RECOGNITION AND REPRESENTATION

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

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

Section 3. The Union may designate one (1) Principal Facility Representative and one (1) designee for each facility. Only the Principal Facility Representative and/or his/her designee may deal with the Air Traffic Manager and/or his/her designee. The Union may designate one (1) representative and one (1) designee for each team, crew, group or area, including the NOTAM Office and the traffic management unit, as appropriate in each facility. On each tour of duty, the Union may designate one (1) representative to deal with first and second-level supervisors. At the tour representative's option, he/she may designate an alternate to act on his/her behalf in dealing with first and second-level supervisors. The designation of all Agency and Union representatives shall be in writing.

Section 4. When the Union designates a nonresident Facility Representative, absent an emergency or other special circumstances at the facility at which he/she is employed, he/she shall be made available to carry out his/her functions under this Agreement. A nonresident Facility Representative is entitled to official time in accordance with Section 14, for the facility being represented, but is not entitled to official time for travel or to travel and per diem allowances. The management representative assigned to the facility at which the Union has designated a nonresident Facility Representative shall deal with the nonresident Facility Representative in person, via telephone, by letter or otherwise mutually agreeable method, on all matters covered under this Agreement or otherwise required by law.

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

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

Section 7. The normal point of contact at the regional level shall be the appropriate Service Area Director for the affected facility(s) or his/her designee and the Union Regional Vice President or his/her designee. The normal point of contact at the regional level for ATCSCC issues shall be the Director, System Operations, ATO-R or his/her designee and the Union's Regional Vice President or his/her designee.

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

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

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

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

Section 12. The Principal Facility Representative or his/her designee will be granted sixteen (16) hours of official time to receive orientation on the meaning of Articles of this Agreement. In the event the Principal Facility Representative is officially replaced, his/her successor will be granted sixteen (16) hours of official time to receive orientation on the meaning of the Articles in this Agreement, provided they have previously not received this time. Unless staffing and workload do not permit, excused absence not to exceed eight (8) hours shall be granted for on-site briefings for other designated Union representatives. Excused absence granted under this section must be utilized within six months from the effective date of this agreement. The time granted under this section is in addition to the bank of hours for official time granted to the Principal Facility Representative each pay period.

Section 13. The Union at the National level shall be afforded a bank of official time of two-thousand five hundred (2,500) hours annually for designees to attend the NATCA Representative School for the mutual benefit of the Union and the Agency. The Union shall normally provide a minimum of forty-five (45) days advance notice for scheduling purposes unless otherwise mutually agreed to by the Parties. Such delegation shall be made in writing to the Agency and shall include: the name of the Union designee and the number of hours delegated. Absent an emergency or other special

circumstance the delegated hours shall be approved. The granting of this time shall take precedence over the approval of pending annual leave requests for the dates requested.

Section 14. Absent an emergency or other special circumstances, upon request, each Principal Facility Representative shall be granted the following amount of official time per pay period for representational duties.

a. eight (8) hours in facilities with 1-20 combined bargaining unit employees;

b. twelve (12) hours in facilities with 21-35 combined bargaining unit employees;

c. sixteen (16) hours in facilities with 36-50 combined bargaining unit employees;

d. twenty-four (24) hours in facilities with 51-75 combined bargaining unit employees;

e. thirty-two (32) hours in facilities with 76-150 combined bargaining unit employees;

f. fifty-four (54) hours in facilities with 151 or more combined bargaining unit employees.

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

Principal Facility Representatives may delegate their official time to other Union designees at their facility. Should a Principal Facility Representative elect to delegate his/her official time, such delegation shall be made in writing to the facility Manager or his/her designee and shall include: the name of the Union designee and the number of hours delegated. The delegated time must be requested prior to its use. Principal Facility Representatives or their designees who are granted official time may pursue their representational duties off the premises when on official time, unless there is a particular reason to anticipate an emergency or other special

circumstance which would necessitate a need for them to resume work (e.g., an imminent severe weather disturbance).

The Principal Facility Representative shall notify the facility manager of his/her intention to perform representational duties off the premises and the manager may impose some reasonable requirement as to periodic call-ins or similar communication as a protection against unexpected emergency need for the representative's return to duty.

Section 15. In accordance with OPM requirements and in order that the Agency may properly track the use of official time used under this Agreement, Union representatives will advise the appropriate Agency official of the category into which the use of such official time falls. Not later than the last day of each pay period, the Principal Facility Representative will utilize the agreed upon form (Appendix 4) for reporting official time in the categories as defined below.

a. 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;

b. 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.

c. 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 pro-complaint, but not part of any formal ADR process.

d. 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 16. Unless staffing and workload do not permit:

a. At facilities with one hundred (100) or less Union members, one (1) Union delegate shall be permitted to take annual leave, compensatory time or credit hours to attend (including travel time) the Union's annual convention. The Agency may grant LWOP to attend the Union's convention.

b. At facilities with more than one hundred (100) members, one (1) additional delegate shall be granted such leave in accordance with a. of this section for each additional fifty (50) Union members.

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

Section 17. 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 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.

ARTICLE 3

RIGHTS OF UNION OFFICIALS

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

Section 2. Each Regional Vice President of the Union 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. Such delegation shall be made in writing to the appropriate Service Area Director or his/her designee and shall include: the name of the Union designee and the number of hours delegated. Delegated hours shall be approved absent an emergency or other special circumstances.

Section 3. The Agency agrees to return the Union official to his/her facility of record unless the Union official requests to be returned to a duty station other than the duty station to which he/she was assigned prior to his/her assuming LWOP status. Such requests will be handled in accordance with Employee Requested Reassignments (ERR). In the event there is a reduction-in-force at the facility to which he/she was assigned prior to his/her assuming LWOP status, the Union official's future duty status and duty locations shall be determined in accordance with Article 47 of this Agreement.

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.

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. Employee participation in charitable drives and U.S. Savings Bonds 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 3. The Agency's nepotism policies shall be uniformly administered throughout the bargaining unit. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds or accepts a position in another FAA facility, the Agency will provide priority consideration to the bargaining unit member for in-grade/downgrade reassignment through Employee Requested Reassignment (ERR) for bargaining unit vacancies at or near the spouse'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 beyond those he/she would be entitled to as a family member.

Section 4. Employees shall not be subjected to prohibited personnel practices as follows:

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

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

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

(ii) coerce the political activity of any person (including the providing of any political contribution or service) or take any

action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;

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

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

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

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

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

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

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

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

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

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

(i) The head of each line of business or staff organization shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other

aspects of personnel management. Any individual to whom the head of a line of business or staff organization delegates authority for personnel management, or for any aspect thereof, shall be similarly responsible within the limits of the delegation.

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

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

Section 5. FAA regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining unit.

Section 6. Bargaining unit employees may have access to any of the Agency's facilities after prior coordination with the management of the facility to be visited. Approval may be restricted for legitimate security or operational concerns.

Section 7. 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 8. Radios, television sets, appropriate magazines/publications, pagers/cell phones, and electronic devices will be permitted in designated non-work areas at all facilities for use at non-work times. Pagers/cell phones will be permitted in operational areas but shall be set in the off position due to possible interference with NAS communications equipment.

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

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

Section 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.

ARTICLE 5

MANAGEMENT RIGHTS

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

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

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

(2) in accordance with applicable laws-

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

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

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

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

(ii) any other appropriate source; and

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

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

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

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

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

ARTICLE 6

REPRESENTATION RIGHTS

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

the employee of his/her right to representation if he/she so desires, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives in accordance with Article 2 of this Agreement.

This Section applies to meetings conducted by all Management representatives, including DOT/FAA security agents, EEO investigators and agents of the Inspector General. The above provisions shall apply to meetings conducted by the National Transportation Safety Board (NTSB) to the extent the provisions are consistent with NTSB regulations and procedures. Additional representational rights in operational error/deviation situations are covered in Article 64 of this Agreement.

Section 2. In an interview where possible criminal proceedings may result and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated, and, upon request, be informed whether or not the interview is related to possible criminal misconduct by him/her. The employee will be required to answer questions only after he/she has been informed that he/she must answer questions specifically related to 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 3. As specifically provided under 5 USC 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Agency shall advise the Union at the corresponding level, in advance, of the subject matter.

Section 4. By mutual consent of the Agency, employee, and the Union, if requested by the employee, discussions under Section 1 of this Article

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

Section 5. A Union representative, while performing his/her representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the representative, or an overriding need for the information is established.

ARTICLE 7

MID-TERM BARGAINING

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

Section 2. All bargaining shall be at the national level, except where specifically authorized by this Agreement or otherwise agreed to by the Parties at the national level. Agreements reached as a result of mid-term bargaining may not increase or diminish entitlements expressly contained in this Agreement or otherwise conflict with any express provision of this Agreement.

Section 3. 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 national level except where specifically authorized by this Agreement or otherwise agreed to by the Parties at the national level. 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. Otherwise, the Union may submit written proposals within thirty (30) days of receipt of the original notice of the change(s). If the Agency fails to hold the meeting at a time which is mutually agreeable to the Parties within ten (10) days of the Union's request, the Union shall have at least ten (10) days from the conclusion of the meeting to submit written proposals. However, regardless of when the meeting is held, the Union's initial proposals must be submitted within forty-five (45) days from the date of the original notice. 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.

Nothing in this Article shall be construed as infringing on the Union's right to designate its own representative(s).

Section 4. If the Parties are unable to resolve a dispute, the Parties are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute.

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 5. The Union at the national level may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not expressly contained in this Agreement in accordance with the Federal Service Labor-Management Relations Statute. When the Agency has received a written proposal from the Union, if requested, a meeting will be scheduled within fifteen (15) days at a mutually agreeable time and place 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 the Agency fails to respond or if no agreement is reached, the provisions of Section 4 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, and national levels.

Nothing in this section shall be construed as a waiver of the Union's right to midterm 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 agree to use the provisions of this Article to the fullest extent possible 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 8, Step 1. 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.

Section 5. At the request of either Party, the Parties shall meet in an effort to develop a process of alternative dispute resolution. The Union's representatives shall be on official time, if otherwise in a duty status.

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. Grievances filed by employees:

Step 1. An aggrieved employee's grievance shall be submitted, in writing on the standard grievance form, to his/her immediate supervisor (who may be the Air Traffic Manager) within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. The standard grievance form shall include:

a. Date of alleged violation and date submitted;

b. Name of the grievant;

c. The name of his/her Union representative;

d. Issue(s)/subject;

e. Statement of facts (e.g., who, what, where, when);

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.

If requested on the grievance submission, the Agency shall promptly arrange for a meeting at a mutually agreeable time, to occur no later than ten (10) calendar days following the date the employee submitted the grievance. The employee and his/her representative shall be given a reasonable amount of time to present the grievance. The Agency Step 1 deciding official shall answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. The decision shall be delivered to the employee and his/her representative or his/her designee. If the grievance is denied, the reasons for denial will be in the written response. A grievance filed pursuant to Article 10 of this Agreement may be initiated at Step 2.

All settlement Agreements shall be reduced to writing.

Step 2. If the employee or the Union is not satisfied with the Step 1 answer, the grievance may be submitted to the Air Traffic Manager, Hub Manager or Traffic Management Officer (TMO), as appropriate, within twenty (20) calendar days following the receipt of the answer or the day the answer was due. In those facilities where the Air Traffic Manager is also the supervisor, the Hub Manager, or his/her designee shall be the official to hear the grievance at this step. In such cases, the grievance may be processed through the Air Traffic Manager. If requested, the Air Traffic Manager, Hub Manager, or TMO, or his/her designee, as appropriate, shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally. The employee and his/her representative shall be given a reasonable amount of 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. The decision shall be delivered to the employee and his/her representative or his/her designee. 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. The decision shall be delivered personally to the employee and his/her representative or his/her designee. If personal delivery is not possible, the Agency shall send the decision via certified mail or other similar system that requires a signature upon receipt to the address on file at the employee's facility. If the grievance is denied, the reasons for denial will be in the written response.

All settlement Agreements shall be reduced to writing.

Step 3. If the Union is not satisfied with the Step 2 decision, the Union may within twenty (20) calendar days following receipt of the decision or the day the answer was due, 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 reviewed. The Union, at the Regional level, will be notified via certified mail or other similar system that requires a signature upon receipt within twenty (20) calendar days of the

regional decision. If the grievance is denied, the reasons for denial will be in the written response. The Union at the National level may, within thirty (30) calendar days following receipt of the Step 3 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.

Section 8. Grievances filed by the Union or Agency

Step 1. In the case of any grievance filed on behalf of the Union or on behalf of the employee(s) which the Union at the facility, regional or national level may have against the Agency at the corresponding level, or which the Agency at the regional or national level may have against the Union at the corresponding level, the moving Party shall, at that level, submit the grievance to the respondent in writing, on the standard grievance form, 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. The standard grievance form shall include:

a. Date of alleged violation and date submitted;

b. Charging Party;

c. Point of contact;

d. The aggrieved employee(s), if applicable;

e. Issue(s)/subject;

f. Statement of facts (e.g., who, what, where, when);

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

h. Remedy sought;

i. Whether or not a meeting is requested.

If requested on the grievance submission, the respondent shall promptly arrange for a meeting at a mutually agreeable time and place, to occur no later than ten (10) calendar days following the date of submission of the grievance. The Representative shall be given a reasonable amount of time to present the grievance. The respondent 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.

In disciplinary/adverse action cases, the Agency 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. When filed at the facility level, the decision shall be delivered personally to the Principal Facility Representative or his/her designee. If personal delivery is not possible, the Agency shall send the decision via certified mail or other similar system that requires a signature upon receipt to the Union.

Step 2. If the grievance originated at the facility level and the Union is not satisfied with the Step 1 decision, the Union may within twenty (20) calendar days following receipt of the decision or the day the answer was due, advise the Manager, Regional Labor Relations Branch, by certified mail or other similar system that requires a signature upon receipt, that it desires the matter to be reviewed. The Union, at the Regional level, will be notified via certified mail or other similar system that requires a signature upon receipt within twenty (20) calendar days of the regional decision. If the grievance is denied, the reasons for denial will be in the written response.

The Union at the National level may, within thirty (30) calendar days following receipt of the Step 3 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. Such notification shall be via certified mail or other similar system that requires a signature upon receipt.

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 9. The Parties shall create a National panel of ten (10) mutually agreeable arbitrators and a panel of five (5) mutually agreeable arbitrators in each FAA Region. 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. Thereafter, the Parties shall meet no later than ninety (90) days prior to the end of the calendar year for the purpose of selecting arbitrators for the next calendar year.

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.

Within thirty (30) days from the selection of the panels, and every sixty (60) days thereafter, the Parties shall request each arbitrator to provide available dates for a one-hundred eighty (180) day period. Within five (5) days of receipt of dates provided by the arbitrator(s), the Parties shall meet in order to select and schedule a minimum of five (5) days per month for arbitration hearings at the National level and a minimum of five (5) days per month for each FAA Region, for those months within the one-hundred eighty (180) day period. The Parties agree to jointly notify the arbitrator of the dates selected. All cases ripe for arbitration must be scheduled, at a minimum, thirty (30) days prior to the date the parties have reserved for the particular arbitrator. If thirty (30) days prior to an agreed upon date there are no cases ripe for arbitration, the Parties shall jointly notify the arbitrator to release the dates. The Parties agree to rotate the arbitrators on the respective panels in a fair and equitable manner. The Parties may mutually agree to select a particular arbitrator to hear a particular case.

The arbitrator's fees and expenses of arbitration shall be borne equally by the Parties. 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 canceling 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, earned compensatory time, earned credit hours, leave without pay, or a combination thereof. 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 adjust the schedules of witnesses, 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, or who are not located at that duty location where the grievance arose. The Agency agrees to make every reasonable effort to produce witnesses requested by the Union. The arbitrator shall submit his/her decision to the Agency advocate and the Union advocate, as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding. If the Union advocate elects to submit a post hearing brief, the Union's case advocate, if an employee of the FAA, will be granted up to twenty-four (24) hours of release time to prepare the post hearing briefs, unless staffing and workload do not permit. Such time will be annual leave, earned compensatory time, earned credit hours, leave without pay, or a combination

thereof. Additional release time may be granted, unless staffing and workload do not permit.

Section 11. Expedited arbitrations:

a. If the Union at the national level elects to process a disciplinary/adverse action under this Section, rather than Section 8, 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 standard grievance form. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the national or regional panel by the Parties or by alternately striking names until one (1) remains. An arbitrator unable to hear an expedited arbitration case within seven (7) calendar days shall be deemed unavailable and the next arbitrator in turn will be selected. The hearing shall be conducted as soon as possible. The arbitrator shall issue a decision as soon as possible, but no later than twenty-one (21) calendar days after the hearing has been held. The necessity for transcripts or filing of briefs shall be determined on a case-by-case basis. The election of either Party to request a transcript and/or file a post hearing brief shall not delay the time frame for the arbitrator to render his/her decision.

b. In cases other than disciplinary/adverse actions, either Party at the national level may refer a particular issue to expedited arbitration in lieu of the normal arbitration process in this procedure. The request for expedited arbitration shall include a completed standard grievance form. The Parties shall meet and select an arbitrator from the national or regional panel or by alternately striking names.

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) work days 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.

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 reduction 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 upon 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 6(a).

b. If, because of performance improvements by the employee during the notice period the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one (1) year from the date of the written notice described in Section 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 unlisted 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 an adverse/disciplinary 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 from which local dues were being deducted.

Section 2. Employee Responsibilities

a. A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The authorized official of the Union will include "TC0000" for ATCSs, "TC0053" for TMC/TMS and "TC1545" for NOTAMs on the SF-1187 as the appropriate payroll identification for NATCA. The form must be received in the payroll office at least four (4) days prior to the beginning of the pay period in which the deduction is to begin.

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

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

(2) All other members: March 1 shall be the annual date for all revocations of Union dues. The employee must complete and submit an SF-1188 to the Agency between the dates of January 1 to January 31 of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the appropriate Agency payroll processing center

shall discontinue withholding the dues from the employee's pay effective only with the first full pay period which begins after the following March 1. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

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

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

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

Section 3. Union Responsibilities

a. The Union shall be responsible for purchasing and distributing 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, provided said allotments are for a lawful purpose deemed appropriate by the head of the Agency, as permitted by 5 CFR 550.311(b).

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

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

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

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

b. that the employee's job series equals 2152; and

c. that the amount being withheld does not exceed $5,000.

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

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

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

Section 6. Responsibilities.

a. Employee

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

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

b. The Union

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

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

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

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

c. Payroll Processing Center

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

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

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

d. Payroll Operations Branch

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

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

Section 7. Miscellaneous.

a. Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing 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 shall provide the Union with a bulletin board for the posting of Union materials at all air traffic facilities in non-work areas frequented by bargaining unit employees. When wall space is not available for an Agency bulletin board in the facility, a Union bulletin board will not be provided.

Union literature placed on the Union bulletin board must not:

- violate any laws or regulation,
- contain items relating to partisan political matters, or

- violate the security of the Agency.

Should a dispute occur regarding the nature of posted material, the Agency, at the National level, shall contact the NATCA Director of Labor Relations and explain the dispute. The Union shall, within 72 hours of the initial notification, investigate the Agency's contentions and notify the Agency of its determination of whether the posting shall be removed. If the Union determines that the posting will not be removed, the Agency may pursue the dispute using the terms of this Agreement. The Union agrees that all postings will be on a designated Union bulletin board only. The Union may, at its own discretion and expense, install a locking glass cover on their bulletin board.

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

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

Section 4. In facilities where suitable shelf space is available in non-work areas, the Union shall be permitted to use such shelf space as a library for Union acquired publications.

Section 5. In facilities where unused suitable space is available in non-work areas, the Union shall be permitted to use such space for the placement of file cabinets or other similar equipment. Such space may be an office if the Agency determines one is available. The Agency shall make a reasonable effort to provide excess desks, chairs, file cabinets, or other similar equipment for Union use. Any Union supplied equipment shall be subject to approval of the Agency in terms of suitability from the standpoint of decor. Should the Agency desire to withdraw from such arrangements, new space arrangements shall be appropriate for negotiations in accordance with Article 7 of this Agreement.

Section 6. If a Union mail receptacle does not presently exist, the Agency shall permit the Union to install an acceptable mail receptacle in

a place mutually agreed upon by the Parties. When possible, the Union mail receptacle shall be in a location accessible to the Union at all times. The Union may send mail at Union expense to the Principal Facility Representative at the facility address. The Agency assumes no responsibility for such mail; however, the Agency recognizes their obligation to abide by the provisions of the United States Postal Service regulations with respect to the privacy and security of mail.

Section 7. The Agency shall provide lockers, which are capable of being locked, for all employees. The Agency agrees that, except where there is probable cause to suspect criminal activity, the Agency shall not inspect lockers unless the employee and a Union representative have been given the opportunity to be present.

Section 8. The Agency shall approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with other facility requirements. These meetings shall take place during the non-duty or non-work hours of the employees involved. On duty employees in a non-work status may be allowed to attend these Union meetings, provided they are available for immediate recall.

Section 9. When a Union representative is performing representational duties under this Agreement, the Agency shall make every reasonable effort to provide meeting space which will protect the confidentiality of any discussion.

Section 10. Union representatives may mail material to Management officials through the FAA internal mail system. In those facilities where the Union does not have a resident Facility Representative, the Union may communicate with bargaining unit employees through the Agency's internal mail system, provided such mail involves representational purposes.

Section 11. The Agency shall provide mail slots/boxes for all employees. Normally, employees should not be required to share slots/boxes. The Union may place literature in the mail slots/boxes during non-work times.

Section 12. The Union shall be permitted to place Union reading binders adjacent to FAA general information reading binders. The binders shall be

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

ARTICLE 14

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 1. The facility manager or his/her designee shall notify the Union's Principal Facility Representative within fifteen (15) days whenever a bargaining unit employee is hired, transferred, promoted, reassigned, or has resigned, retired, or died.

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 of the name, classification, title, and grade of each employee covered by this Agreement. The Agency shall comply with up to two (2) such requests for each facility within any twelve (12) month period.

Section 3. At the end of the first full pay period of each month, 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, facility, and region of assignment. This information shall also include information whenever a bargaining unit employee is hired, transferred, reassigned, or has resigned, retired or died. Within one hundred twenty (120) days from the signing of this Agreement, the Parties at the National level shall meet to determine the electronic format by which the data will be delivered.

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

ARTICLE 15

USE OF OFFICIAL GOVERNMENT TELEPHONES

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

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

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

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

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

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

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

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

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

Section 10. The Agency shall accept collect calls of an emergency nature to facility management from employees. The Agency shall also accept collect calls from employees engaged in Liaison and Familiarization Training when they have been bumped from a flight. When the Agency directs the employee to call the facility the Agency shall bear the expense of such call.

ARTICLE 16
AGENCY DIRECTIVES

Section 1. Agency directives shall be maintained and/or available electronically at all air traffic facilities. 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 Principal Facility Representative or his/her designee. Manuals may not be removed from the facility. When the facility 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 available, and requested by the Union, this information shall be provided in a CD/ROM format. Upon request, the Agency shall provide the Union 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 Section. 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
POSITION DESCRIPTIONS

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

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

Section 3. Each employee covered by this Agreement shall be provided a position description which accurately reflects the duties of his/her position. Position descriptions shall be consistent throughout the Agency for facilities of equal classification and similar function. However, position descriptions for the traffic management bargaining unit may vary based on individual facility requirements. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under Article 9 of this Agreement.

Section 4. The primary duties of air traffic controller bargaining unit employees are those directly related to the control and separation of aircraft. The primary duties of the traffic management bargaining unit employees are those directly related to the efficient management of the National Airspace System (NAS). The primary duties of NOTAM bargaining unit employees are those directly related to the development, dissemination, and interpretation of operating procedures and practices associated with the United States NOTAM System (USNS). The Agency retains the right to assign work; however, other duties assigned by the Agency shall normally have a reasonable relationship to the employee's official position description. A reasonable relationship does exist for the technical functions associated with training, briefings, quality assurance, and the technical functions of staff support specialists. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description shall be amended to reflect such duties.

Section 5. All proposed changes to the position description of bargaining unit employees shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 of this Agreement.

ARTICLE 18

CONTROLLER-IN-CHARGE (CIC)
TRAFFIC MANAGEMENT SPECIALIST-IN-CHARGE (TMSIC)
TRAFFIC MANAGEMENT COORDINATOR-IN-CHARGE (TMCIC)
NOTAM SPECIALIST-IN-CHARGE (NSIC)

Section 1. The CIC/TMSIC/TMCIC/NSIC position is an assignment of work and employees shall perform these duties in accordance with management directions.

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.

ARTICLE 19

HAZARDOUS WEATHER/EMERGENCY CONDITIONS

Section 1. All employees covered by this Collective Bargaining Agreement (CBA) provide essential Federal services. Given the critical nature of FAA responsibilities, employees are expected to make every reasonable effort to be at work; however, they are not expected to disregard their personal safety or that of their family.

Once every reasonable effort has been made to report for work and an employee is unable to do so, he/she shall notify their facility as soon as possible and an immediate determination will be made as to whether the employee is granted excused absence. To assist in making the initial determination, an employee, if requested, shall orally provide information that supports his/her inability to report for work. Examples of information are:

a. conditions that the employee encountered;

b. a synopsis of efforts made, including number of attempts made, distance and route between residence and work, mode of transportation used; and

c. other information which provides an explanation or which shows a hazardous weather or emergency condition prevented the employee from reporting to the facility.

If the initial determination is to deny the request for excused absence or only approve excused absence for a portion of a shift, the employee shall continue to make every reasonable effort to report for work and the absence/tardiness will be charged to annual leave.

Section 2. Upon returning to duty, an employee may request reconsideration if the Agency had denied an employee's request for excused absence. The Agency shall consider reports from the employee, civil authorities, meteorological information, news media, official road reports, leave approvals, arrival time, the number of other employees traveling under similar conditions, and reduced staffing or closings at other mission critical government facilities. If the Agency reverses its initial decision the absence will be documented as an excused absence.

Section 3. The Agency may authorize an early dismissal of employees during periods of hazardous weather or emergency conditions. Upon a determination that some or all employees can be spared, on-duty bargaining unit employees shall be released on excused absence as soon as staffing and workload permit. Volunteers to remain on duty shall be utilized to the extent possible.

Section 4. At facilities not in continuous operation, the Agency shall establish procedures that employees will use to notify the Agency in the event that they are unable to report on the opening shift. Included in those procedures will be the method the Agency will use to notify employees in the event that they are not required to report for duty due to hazardous weather or emergency conditions.

ARTICLE 20

PERFORMANCE STANDARDS AND APPRAISALS

Section 1. Unless otherwise specified in this Agreement, the Human Resource Policy Manual PM-9.1 shall apply to the bargaining unit employees covered by this Agreement.

Section 2. Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities in the position description. A copy shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document. Performance standards shall be applied uniformly throughout the bargaining unit.

Section 3. The Parties agree that performance standards are written for the primary duties and responsibilities described in the position description and must be used as the only basis for comparing the employee's actual job performance against the requirements (duties and responsibilities) of the position.

Section 4. The Parties agree that methods for addressing performance are intended to acknowledge employees whose performance is acceptable and to help those employees whose performance has been determined to be unacceptable improve their performance.

Section 5. The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

Section 6. At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one (1) or more critical elements, the employee's supervisor shall notify the employee, in writing, of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The supervisor shall also inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, Management may either reassign the employee to another position where Management believes acceptable performance can be achieved, reduce the employee's pay, 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.

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

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

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

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

Section 8. Employees who are not selected to be on-the-job training instructors (OJTI) shall not be rated based on the OJTI function. Employees who are not selected to be CIC, TMSIC, TMCIC, and NSIC shall not be rated based on the CIC, TMSIC, TMCIC, and NSIC 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. unusual situations such as flight assists, gear saves, averting landings on the wrong runway, averting runway crossings when such clearances are not issued, and any other situation in which an employee's efforts go beyond his/her normal duties.

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

The Agency will inform the Union, at the national level, of the total amount spent on awards for the bargaining unit and the remainder of the Air Traffic Organization (ATO) within one month of the end of the fiscal year.

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

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

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

ARTICLE 22

EMPLOYEE RECORDS

Section 1. Material placed in an employee's Official Personnel File (OPF), 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. 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 given copies of all FAA initiated material which is placed in his/her OPF and/or EPF. Copies of materials in other FAA files may be obtained in accordance with Section 10 of this Article.

Section 2. There shall be maintained only one OPF and EPF for each employee in the bargaining unit. The OPF shall be located in the appropriate Human Resource Management Division. The employee and his/her

designated representative are entitled to review his/her OPF, 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 laws, rules and regulations.

Section 3. Upon an employee's written request, a true and certified copy of his/her OPF, 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, at the election of the employee. 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.

Section 4. Letters of reprimand and documents related to them shall be retained in the OPF 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 OPF must be removed from any other record.

Section 5. Access to an employee's OPF, EPF, Medical and Security file 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 OPF, 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 OPF, EPF or Security file at the time the first request for access to his/her file is received and granted. This includes those files maintained at the employee's facility 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 6. An employee, pursuant to OPM regulations, may request that a record maintained by the Agency be corrected or amended if he/she believes the information is incorrect. The Agency will advise the employee within fifteen (15) days of its determination concerning the employee's request. An employee who attempts unsuccessfully to correct or amend a record maintained by the Agency will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

Section 7. 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 8. Personal records, notes, or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

a. They are kept and maintained for the supervisor's personal use only.

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

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

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

Such records, notes or diaries are not to be regarded by the supervisor as a "secret black book" to use against employees (i.e., notes should include the praiseworthy acts of employees as well as problems). They 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.

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 career ladder promotion;

c. 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 fifteen (15) days, after it has been determined that the information will be used for such purpose, and within a sufficient amount of time before it is used. If an employee is shown a note, record or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

Section 9. 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 10. Each employee, upon written request, and/or his/her designated representative, upon written authorization, shall be allowed to prepare an itemized listing and/or copy, in the presence of a management official, any/all of the OPF, EPF, Medical, Security, Training folder or other DOT/FAA file, with the exception of records restricted by law or regulation.

ARTICLE 23

DATA SECURITY

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

Section 2. If any record(s) maintained by the Agency on any bargaining unit employee(s) becomes lost, stolen, and/or improperly dispersed, the Agency

shall notify the Union at the National Level and the affected employee(s) immediately. The Agency shall assist the Union and the employee(s) in resolving the problem.

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

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

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

In accordance with DOT Order 1280.1A, whenever the submission of a SSN is voluntary, the Agency employee requesting a 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 a 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 system(s) that require bargaining unit employees to use passwords or PINs, as authentication tools, will comply with Department of Transportation (DOT)

Handbook DOT H 1350.260, Guide To Protecting Information Technology, and Federal Information Processing Standards (FIPS) Publication 112, Password Usage. The Agency shall ensure information is made available to all bargaining unit employees to understand and accomplish the requirements for creating, using, transmitting, managing, monitoring and complying with password and PIN orders and regulations.

ARTICLE 24

ANNUAL LEAVE

Section 1. Annual leave will be administered in accordance with the Human Resource Policy Manual (HRPM).

Section 2. Eligible employees earn annual leave at the following rate. Full-time employees with:

a. Less than three (3) years of service earn four (4) hours of leave each full biweekly pay period (annual accrual of 104 hours [13 days]).

b. Three (3) or more, but less than fifteen (15) years of service earn six (6) hours each of the first twenty-five (25) full biweekly pay periods and ten (10) hours for the last full biweekly pay period (annual accrual of 160 hours [20 days]).

c. Fifteen (15) years or more of service earn eight (8) hours for each full biweekly pay period (annual accrual of 208 hours [26 days]).

Section 3. 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 4. Employees may not submit leave requests in excess of the annual leave they have accumulated, plus what they will accrue that leave year, plus any restored balance.

Section 5. Employees have an obligation to schedule annual leave in a timely manner to avoid forfeiture. When an employee makes a conscious decision not to request or use annual leave, the employee is not entitled to have the forfeited annual leave restored for later use.

Section 6. Once approved, annual leave will not be rescinded unless the rescission is necessitated by the Agency's workload, staffing, or mission requirements or is required by applicable law or regulation.

Section 7. Requests for annual leave will be submitted on a Request for Leave or Approved Absence Form (OPM-71), electronically, or on a locally approved form. The Agency will advise the employee of its approval or disapproval once a determination has been made.

Section 8. Ninety (90) days prior to the beginning of the calendar year, bargaining unit employees shall be given the opportunity to bid vacation annual leave in rounds. Annual leave includes all the annual leave an employee has accumulated to date, will accrue by the end of the upcoming leave year, and any restored balance. Bidding sequence will be determined by seniority.

a. The Agency will determine available leave opportunities and advise bidders in advance of their leave request. Employees may only request leave opportunities that the Agency has determined are available.

b. During each round, each eligible employee may make one (1) request of one (1) week or two (2) consecutive weeks duration or portions thereof. Once approved, an employee will not be permitted to change his/her selection. Any portion of a week bid shall count as a full week for bidding purposes.

c. Rounds will continue for bargaining unit employees who have annual leave available as outlined above. Once an employee fails to bid a round, he/she is ineligible to bid in subsequent rounds.

Section 9. Non-vacation leave is annual leave that is requested utilizing other than the bidding procedures identified in Section 8 and prior to the schedule being posted. Employees may submit requests for non-vacation leave beginning January 1 for that calendar year.

Requests shall be approved/disapproved as soon as practicable after the request is made. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis.

Section 10. Spot leave is annual leave that is requested after assignments to the watch schedule have been posted. Leave requests shall be approved/disapproved in the order they were requested. This does not preclude the Agency from approving subsequent leave requests based on qualifications.

Section 11. Annual leave may be cancelled any time prior to the posting of the watch schedule, except that employees may not cancel vacation leave during the bidding process in Section 8. After the watch schedule has been posted, annual leave can only be cancelled with management approval. When management approves the cancellation of annual leave, the employee will be advised of their assignment to the watch schedule.

Section 12. Lump sum annual leave provisions shall be administered in accordance with LWS-8.11.

Section 13. Except as authorized in LWS-8.3, no employee will be forced to take annual leave.

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

Section 15. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 25

SICK LEAVE

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

Section 2. Whenever an employee's request for sick leave is disapproved, he/she shall be given a written reason, if requested.

Section 3. Sick leave cannot be granted for rest or minor inconveniences. However, sick leave must be granted when an employee meets one of the following conditions:

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

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

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

Section 4. 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; or

b. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member.

Full-time employees may use up to forty (40) hours of sick leave per year for these purposes. Part-time employees use a pro-rated amount. However, if a full-time employee maintains a minimum balance of eighty (80) hours of sick leave, he/she may use additional sick leave, not to exceed one hundred four (104) hours in a leave year.

Section 5. Full-time employees who maintain a minimum sick leave balance of eighty (80) hours 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 4 and 5 may not exceed four hundred eighty (480) hours. However any sick leave taken under Article 26 to care for a family member is deducted from the four hundred eighty (480) hour entitlement under this Section.

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

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

Section 7. In individual cases, where the Agency reasonably believes an employee may be abusing sick leave, the Agency may provide the employee advance written notice, indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. This notice may be given verbally when the leave is requested and followed up in writing when the employee returns to work. If it is determined by the Agency prior to the conclusion of the six (6) month time period, that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the employee's OPF and EPF, and returned to the employee. If the Agency reasonably believes, at the conclusion of the six (6) month time period, that the employee may still be abusing sick leave, and as a result the Agency determines the requirement to still be necessary, a new notice shall be developed in accordance with this Section. In cases where an employee, who because of illness, is released from duty, the Agency may waive the requirement for a medical certificate for that day.

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 accepted as supporting evidence by the Agency.

Section 9. Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 10. Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

Section 11. Leave approving officials are authorized to advance up to thirty (30) days of sick leave for serious illness or disability.

Part-time employees can be advanced sick leave in accordance with LWS-8.1, Section 7.

Sick leave cannot be advanced when:

a. it is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility; or

b. he/she has filed or the Agency has filed an application for disability retirement; or

c. he/she has signified his/her intention of resigning for disability.

Section 12. 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 13. 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 14. Federal Employees Retirement System (FERS) employees shall be eligible upon retirement for a Sick Leave Buy Back option as follows:

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

Section 15. If there is insufficient sick leave to cover leave already used, and advanced sick leave has not been approved, excess sick leave used will be automatically converted to earned credit hours, earned compensatory time, or earned annual leave, in that order. If other accrued leave is insufficient to cover the excess sick leave hours used, the remaining sick leave will be charged to leave without pay (LWOP).

ARTICLE 26

LEAVE FOR SPECIAL CIRCUMSTANCES

Section 1. In the event of a death in an employee's family, the employee may request up to ten (10) days of annual leave or leave without pay (LWOP). The Agency shall make every reasonable effort to grant such requests. 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. An employee whose personal religious beliefs require the abstention from work during certain periods of time may, after advanced approval by the Agency, elect to engage in overtime worked for time loss for meeting those religious requirements. Any employee who so elects shall be granted equal compensatory time off from the employee's scheduled tour of duty (in lieu of overtime pay) for such religious reasons, not withstanding any other provision of law. The earned compensatory time is used to cover the absence for the religious observance. The Agency may disapprove an employee's request if work schedule modifications would interfere with efficient accomplishment of the FAA mission.

Section 4. 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. the birth of a son or daughter of the employee and the care of such son or daughter;

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

c. the care of a family member (including pregnancy related medical conditions) who has a serious health condition; or

d. a serious health condition (including pregnancy related medical conditions) of the employee that prevents the employee from performing the essential functions of his/her position.

An employee may elect to substitute sick leave, annual leave, compensatory time, or credit hours for LWOP under FMLA.

Section 5. Employees may request annual leave or LWOP to care for members of their families under the following circumstances where an employee:

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

b. must accompany a family member to medical appointments.

Section 6. Leave taken under this Article shall be given extra consideration over spot leave requests as provided for in Article 24 of this Agreement.

Section 7. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 27

JURY DUTY AND COURT LEAVE

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

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

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

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

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

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

ARTICLE 28

HOLIDAYS

Section 1. The following are legal holidays:

New Year's Day - January 1
Martin Luther King, Jr.'s, Birthday - third Monday in January
President's Day - third Monday in February
Memorial Day - last Monday in May
Independence Day - July 4
Labor Day - first Monday in September
Columbus Day - second Monday in October
Veterans' Day - November 11

Thanksgiving Day - fourth Thursday in November
Christmas Day - December 25

Any other legally declared applicable Federal holiday

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

Scheduled Five-Day Workweek:

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

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

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

Section 5. As many employees as feasible shall be excused from duty on a holiday or their day in lieu of; and only as many employees as necessary to meet workload requirements will be required to work.

Section 6. In making the decision to reduce the watch schedule, at a minimum, the Agency shall consider the previous year's statistics as well as information from local aviation activities.

Section 7. Subsequent to the posting of the basic watch schedule, if the Agency determines that holiday staffing levels (including those days which are designated as in lieu of holidays) will be reduced, volunteers shall be solicited. Seniority shall be used as the determining factor as to which employees are assigned duties and which employees are excused from duty.

Section 8. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 29

EXCUSED ABSENCES

Section 1. Excused absence is an approved absence from duty without charge to leave or loss of pay.

Section 2. Employees may be allowed up to four (4) hours excused absence based on staffing and workload in connection with each blood donation. Upon return to duty, the employee must provide his/her supervisor with written documentation from the collector. If the employee was unable, or ineligible to give blood, the employee is expected to return to work. However, if the employee was unable, or ineligible to give blood, travel time to the collection center, as well as any time spent in the collection center and the amount of time to return to work shall be excused. Employees who sell blood are not entitled to excused absence and must charge time off to an appropriate paid or unpaid leave category.

All leave requests shall be given extra consideration over excused absence requests for blood donation.

Section 3. 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.

An employee's excused absence to serve as a bone marrow or organ donor shall be granted over spot leave requests as provided for in Article 24 of this Agreement.

Section 4. Employees may be granted excused absence for brief tardiness of up to one (1) hour when the employee provides acceptable justification.

Section 5. An employee making a change to a permanent official post of duty shall be granted up to sixty-four (64) hours of excused absence to make pre- and post-moving arrangements. Release for this time is based upon staffing and workload. The Agency may require an employee to provide justification that supports his/her request for excused absence. The granting of excused absence shall be based on information provided by the employee. This Section is not inclusive of any time provided for "house-hunting."

Section 6. In limited circumstances an employee making a change to a permanent official post of duty, when the residence is not relocated, shall be granted excused absence. Release for this time is based upon staffing and workload. The Agency may require the employee to provide justification that supports his/her request for excused absence. The granting of excused absence shall be based on information provided by the employee.

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.

An employee's excused absence under this Section shall be granted over spot leave requests as provided for in Article 24 of this Agreement.

Section 8. Military leave shall be administered in accordance with 5 USC 6323.

Section 9. 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.

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 operational requirements, 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 4. 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 operational requirements 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, compensatory time, and/or LWOP, to the extent that annual, sick leave, and/or compensatory time 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 operational requirements 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 work groups 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 operational requirements permit, the Agency shall change his/her days off to allow participation in a duty status for these purposes. If the Agency is unable to approve the change as specified above, the work group 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 for employees who are breast-feeding their children.

ARTICLE 32

WATCH SCHEDULES AND SHIFT ASSIGNMENTS

Section 1. The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts and regular days off. In developing the basic watch schedule, the Agency retains the right to determine coverage requirements (shift start/stop time; numbers, types, and grades of employees to be assigned to a shift). Annually, the Parties at the local level will negotiate employee rotation through shifts, permanent/rotating shifts, and/or permanent/rotating days off. The basic watch schedule for the upcoming calendar year will be posted no later than October 1st. Nothing in this Section shall be construed as a waiver of any Union or Management right.

Any change to the basic watch schedule shall be handled in accordance with Article 7 of this Agreement.

Section 2. Once annually, prior to bidding for vacation leave, bidding for assignments to the basic watch schedule shall be done according to seniority. Procedures for employees bidding on the basic watch schedule shall be negotiated by the Union and the Agency at the local level.

Section 3. The posted watch schedule is defined as the assignment of employees to specific shifts. The posted watch schedule shall be published at least twenty-eight (28) days in advance. Assignments of individual employees to the posted watch schedule are not considered changes to the basic watch schedule.

Section 4. When the Agency determines that it is necessary to modify a posted watch schedule with more than seven (7) days notice, a solicitation for qualified volunteers to change shifts shall be posted for forty-eight (48) hours or until a qualified employee volunteers. In the event there are no volunteers, the Agency may then modify the posted schedule.

When the Agency determines that it is necessary to modify an employee's posted shift assignment with less than seven (7) days notice, prior to making the change, the Agency shall solicit qualified employees who volunteer for that shift assignment. The Agency may also consider qualified employees who volunteer to work credit hours.

If an employee's shift is changed involuntarily with less than seven (7) days notice, the affected employee shall be paid any night time differentials to which he/she would otherwise have been entitled had they actually worked that shift.

Section 5. Unless staffing and workload do not permit, the Agency shall approve the exchange of shifts and/or days off by employees of equal qualifications, provided the exchange does not result in overtime or violation of the basic work week. Any such requests shall normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less.

When considering an individual request for a shift and/or days off change, the Agency will consider the staffing and workload of the losing and gaining

shift as a precondition to approval. If it is determined that those needs are adequately met, the change shall be approved.

Section 6. Shift adjustments for the purpose of continuing an employee's off-duty education or professional training shall be handled on an individual basis. However, the Agency agrees that in no instance shall shift adjustments for this purpose interfere with the watch schedule rotation of any other employee at that facility, without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement. The employee requesting education shift adjustment shall be responsible for obtaining the consent of all other employees affected.

Section 7. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 33
POSITION ROTATION AND RELIEF PERIODS

Section 1. The Parties recognize that there may be times based on staffing and workload that employees will exceed two (2) consecutive hours on position. The Parties further recognize that not exceeding two (2) consecutive hours without a break away from operational areas is the mutual goal.

Section 2. Breaks are defined as a period of time during which no duties are assigned, however employees are subject to recall.

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

Section 4. First priority for breaks shall be given to providing a reasonable amount of time away from the position of operation for meals. In the event the employee is required to work during the fourth (4th) hour through the sixth (6th) hour of his/her shift without a minimum thirty (30) minute

uninterrupted meal break, he/she shall be compensated at the rate of fifty percent (50%) of one-half of the applicable hourly rate of basic 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 staffing and workload permit.

Section 6. Employees shall remain at the facility unless released by the Agency.

ARTICLE 34
WORKING HOURS

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

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

Section 3. The Agency may change an employee's shift to an administrative schedule (eight and one-half (8½) hour shift including an unpaid thirty (30) minute meal period) for the purpose of administrative travel or to receive official training away from the operational environment. Employees will adhere to the tour of duty of the organizational segment to which they are temporarily assigned. If an employee who has been assigned an eight and one-half (8½) hour shift is recalled to operational duties, his/her shift shall revert to an eight (8) hour shift to include a thirty (30) minute paid meal period. Employees who are disciplined for conduct offenses or are undergoing performance related training may be reverted to an administrative workday(s) shift to ensure closer supervision.

Section 4. Alternate Work Schedules (AWS) shall be authorized in accordance with this Agreement.

Section 5. "Core time" means those designated hours and days during the biweekly pay period established by the Agency when an employee on certain flexible schedules must be present for work.

Section 6. The Parties agree that in conjunction with the development of the basic watch schedule under Article 32 Section 1, FWS and CWS are authorized on an annual basis provided any schedule agreed to by the Parties would not have an adverse Agency impact.

a. Adverse Agency impact is defined as:

(1) a reduction of the level of productivity of the Agency;

(2) a diminished level of service furnished to the public by the Agency; or

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

b. For the purpose of this Agreement, FWS means:

(1) A minimum of seven (7) hours core time each workday.

(2) A maximum of one (1) flexible hour which must be worked each workday.

(3) Employees may vary start times on a daily basis only during the established flexible times.

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.

Employees 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.

Employees receive pay for a maximum of twenty-four (24) unused credit hours at his or her current rate of basic 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.

Section 8. The Agency shall not require employees to work additional hours or days for credit hours.

Section 9. Credit hours must be earned prior to their use. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave requests under Article 24 of this Agreement. When requested in advance, the employee may substitute credit hours for approved annual leave.

Section 10. Participants in any AWS shall be bargaining unit employees who volunteer.

Section 11. If at any time, the Agency determines that any schedule established under the provisions of this Article has had or would have an adverse Agency impact as defined in Section 6, it will follow the provisions of Article 7 of this Agreement to seek termination of the schedule.

Section 12. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 35

PART-TIME EMPLOYMENT/JOB SHARING

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

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

(1) Work and spend more time with children;

(2) Care for an aging or an ill family member;

(3) Pursue educational opportunities;

(4) Participate in volunteer or leisure activities; or

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

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

(1) Retention of highly qualified employees not available for full-time employment;

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

(3) Meeting operational requirements during workload surges; and

(4) Reduction of current human resource expenditures when employees voluntarily reduce their work hours.

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

Section 2. While the Union recognizes the statutory rights of the Agency with respect to the establishment of permanent part-time positions, such positions have not previously existed. Should the Agency make the determination to establish part-time positions as a condition of employment, the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement.

Nothing in this Article precludes a full-time employee from requesting permanent part-time employment as set forth in the Human Resource 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 watch schedule rotation pattern shall not adversely impact the normal work schedule rotation pattern of full-time employees.

Section 11. Employees who share a job are considered to be individual part-time employees for purposes of appointment, pay, classification, leave, holidays, benefits, position management, service credit, and reduction-in-

force. Job sharers will be limited to equally qualified employees in the same area/facility.

Section 12. Employee requests to participate in job sharing must be made in writing to the employee's immediate supervisor. If the potential job sharers have the same supervisor, the request may be made jointly. If not, each employee must submit a separate request to his/her supervisor. The request must identify the job to be shared and the employees who propose to share it. The employee is responsible for locating a job 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 Air Traffic Manager or designee and job sharers must sign an Agency job sharing agreement. Each job sharer will receive a copy of the job sharing agreement and must understand their individual responsibility in carrying out the duties and responsibilities of the position. Any changes to an approved job sharing arrangement will require the establishment of a new job sharing plan consistent with the provisions of this Article.

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

Section 16. The job sharers will be informed, before starting the job 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.

Section 5. The Agency will provide the Union with an opportunity to review any transmissions made to bargaining unit employees regarding the transition to mandatory Employee Express.

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. The Agency at the local level shall maintain a roster of bargaining unit employees who have volunteered to work overtime. The Agency will determine what minimum qualifications are required before assigning overtime. When overtime work is to be performed, it shall first be made available to qualified employees that have volunteered, on an equitable basis. In the event no employees on a roster can be reached, the Agency may require other bargaining unit employees to work the overtime. Any assignments to employees not listed on a roster shall be made on an equitable basis. The roster and distribution of overtime provided for in this Article shall be available to facility employees. The Parties at the local level shall negotiate the procedures for the distribution of overtime. Employees on an Opportunity to Demonstrate Performance (ODP) shall be eligible to work overtime so long as they meet the minimum qualifications and the assignment does not interfere with the ODP.

Section 2. In the event an employee is erroneously bypassed, that employee will be offered the next available overtime opportunity.

Section 3. All employees shall provide the Agency with a current telephone number.

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

Section 5. In the event of holdover overtime, the Agency shall notify the employee as soon as possible before the end of the employee's regular shift.

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

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

Section 8. Non-exempt employees shall receive base pay plus one-half of their regular rate for all FLSA overtime work. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 9. At the request of an 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 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.

If an employee has any entitlement to overtime pay under FLSA at the end of a work week, the Agency cannot require the employee to take compensatory time instead of overtime pay.

Section 10. If an employee is called in or scheduled for overtime on his/her regular day off and physically reports to work, he/she shall be guaranteed two (2) hours of work.

Section 11. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 39

NATIONAL PAY PROCEDURES

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

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

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

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

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

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

b. In the event a paper issued check has been lost, destroyed, mutilated, stolen, or when the payee claims non-receipt of his/her U.S. Treasury check, the Agency will issue a recertified check as early as the third workday and not later than the fifth workday after the employee notifies the Agency.

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

ARTICLE 40

SEVERANCE PAY

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

Section 2. Severance pay consists of:

a. a basic severance allowance computed on the basis of one (1) week's basic 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' basic 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 (10) percent of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.

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

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

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

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

ARTICLE 41

RETIREMENT AND BENEFITS ADMINISTRATION

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

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

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

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

Section 5. The Agency shall provide a retirement planning program for individuals participating in the Federal Employees Retirement System (FERS). FERS and Civil Service Retirement System (CSRS) employees shall receive information as part of orientation, and follow-up individual counseling. The program may include, but not be limited to, video tape briefings, individual counseling, assistance, information and materials distribution. This planning program shall be made available to all new employees within one (1) year of entering on duty with the Agency. Employees who elect to change from CSRS to FERS shall have this planning program made available to them within one (1) year of their election. FERS employees who have not received this program, shall have it made available to them within two (2) years of the signing of this Agreement. Employees participating in this program shall be in a duty status. Employees are not entitled to travel and per diem. FERS employees shall receive standard education on the Thrift Savings Plan (TSP) during the TSP Open Seasons, and upon any major change to TSP.

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

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

a. enrollment Information Guide and Plan Comparison Chart;

b. brochures on both government-wide plans;

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

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

Section 8. If there is any change in retirement or benefits, or related laws or regulations, the Agency at the national level shall within thirty (30) days brief the national Union officers. Any changes which may require negotiations shall be handled in accordance with Article 7.

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

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

Section 11. The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by the OPM. In order to minimize this processing time, employees may submit their application for retirement to the appropriate Regional Human Resource Management Division ninety (90) days prior to the scheduled effective date of separation. The Agency agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner.

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

ARTICLE 42

BIDDING PROCEDURES

Section 1. Vacancy announcements will be posted on the FAA website weekly. Access to the FAA website shall be afforded to all bargaining unit employees (BUEs) through the computers provided for in Article 36. 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

Section 2. All vacancy announcements for bargaining unit positions shall be open for a minimum of twenty-one (21) days before the closing date of the announcements.

a. TMC positions may be bid in-house and open for a minimum of seven (7) days.

b. Intra-facility details, for bargaining unit positions covered by this Agreement, of one (1) year or less may be advertised in-house for a minimum of seven (7) days.

Section 3. The Agency agrees to complete the rating and return the forms to the employee for a timely mailing, provided the employee has completed and submitted the necessary forms to their facility management at least five (5) administrative days prior to the closing date on the vacancy announcement.

Section 4. All bids shall be receipted for by the appropriate official and a copy of the receipt shall be promptly mailed to the employee.

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

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

opportunities as the position for which the employee was improperly excluded.

Section 7. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 8. Approval of mutual transfers and release dates are at the discretion of the Agency. Employees who have a minimum of one (1) year as a certified controller at his/her facility may submit mutual transfer requests with equally qualified candidates at the same ATC facility level, higher or lower ATC facility level, but no more than two (2) ATC levels above the employee's current ATC facility level.

It is the employee's responsibility to locate an eligible employee agreeable to swap. Both employees must then notify their facility management, in writing, of their desire to swap with the following information:

a. Name of the swapping employee;

b. Facility of the swapping employee;

c. Type and level of that facility;

d. Requested release dates of the swap; and

e. Employee's signature and date.

The Agency will then determine if the mutual transfer is approved. The Parties recognize that mutual transfers under this Article are solely in the best interest of the employees and therefore employees will not be entitled to receive any permanent change of station (PCS) funds.

Section 9. An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process. Requests may be for all positions within or outside his/her service area and may involve a move from one geographic location to another. Considerations 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 for _____ position at (name of facility);"

b. FAA Form 3330-42, Request for Consideration and Acknowledgment;

c. FAA Form 3330-43-1, Rating of Air Traffic Experience for AT Transfer Program;

d. OF-612 or a resume; and

e. Most recent performance appraisal.

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

Section 10. Within twenty-one (21) days of a request, the following information shall be made available to the employee:

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

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

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

d. Who was selected for the position; and

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

Section 11. The Agency agrees to develop an automated transfer request program (ATRP) and once implemented, all the forms will be completed using an internet/intranet based application program. As the specifics of the ATRP have not been defined nor discussed the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement.

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 an intra-facility vacancy announcement soliciting volunteers. The announcement shall contain the qualifications established by the Agency, if any, and the length of the temporary promotion. 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 AWAY FROM THE FACILITY

Section 1. Prior to temporary assignment away from the facility, volunteers shall be solicited. The most senior volunteer who meets the qualifications, as determined by the Agency, shall be selected. Qualifications include facility needs and the requirements of the temporary assignment. In the absence of volunteers the Agency shall make assignments on an equitable basis.

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

ARTICLE 45

TEMPORARILY DISQUALIFIED, RESTRICTED, OR INCAPACITATED EMPLOYEES/ASSIGNMENTS

Section 1. The provisions of this Article apply to employees who are placed in a temporarily disqualified, restricted, or incapacitated status as defined in FAA Order 3930.3A.

Section 2. An employee who is temporarily medically or physically unable to perform the essential duties of his/her position may request to be assigned other facility duties. This includes an employee who is temporarily prohibited from performing active air traffic control duties because of medication restricted by the Agency. Employees who are unable to perform the full range of their duties for the positions they are certified on because of a condition under Section 1 may be eligible to perform other operational duties in accordance with applicable rules and regulations and medical determinations. The Agency shall make every reasonable effort to grant such temporary assignments based on needed work and available staffing. The

employee recognizes that his/her acceptance of such assignment may require that his/her schedule be amended to align with the days/times that such duties may be available.

Section 3. Employees requesting assignment under this Article may be offered part-time or intermittent hours in accordance with this Agreement, provided their medical condition does not inhibit their ability to perform available duties. Assignment of such work does not entitle the employee to any work hour guarantees, however employees will be notified in advance if work assignments will be less than entire shifts.

Section 4. If duties in the employee's facility are not available, the Agency may offer assignment of work at other air traffic facilities within the commuting area for which he/she is otherwise qualified based on needed work.

Section 5. Employees assigned duties under the provision 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. Such employees will continue to be considered for promotional opportunities for which they are otherwise qualified.

Section 6. When work is not available under this Article, sick leave shall be taken. If the employee's sick leave balance is insufficient to cover the absence, he/she has the option to substitute accrued compensatory time, annual leave or credit hours. An employee may request leave without pay, which shall not be denied solely on the basis of the employee having compensatory time, annual leave or credit hour balances.

ARTICLE 46

REALIGNMENT OF WORK FORCE

Section 1. The Agency shall notify the Union at the National level as soon as possible, but not less than nine (9) months, in advance of a facility closure, consolidation/deconsolidation, collocation or inter-facility reorganization requiring reassignment of employees.

Section 2. The Agency shall notify the Union at the local level, as soon as possible, when it has been determined that areas of specialization will be realigned, established, or when imbalances exist within a facility which require retraining of individuals to solve the imbalance. The Agency shall designate the areas from which volunteers will be sought and the numbers of employees to be selected from each area.

Section 3. The Agency shall notify the Union at the local level, as soon as possible, when it has been determined that crew imbalances exist. Volunteers shall be solicited from all qualified employees. If after an initial reassignment has been completed, another imbalance was created that requires further action, the Agency shall designate the teams/crews from which volunteers will be sought and the number of employees to be selected from each team.

Section 4. In exercising and complying with Section 2 or 3, each vacancy shall be filled by the reassignment of the most senior qualified volunteer. Reassignment of volunteers shall be accomplished as soon as possible. If there are no volunteers, inverse seniority shall apply from among the qualified employees and such reassignment(s) shall be completed at a date agreeable to the Parties, however no later than forty-five (45) days following the date notice was given unless mutually agreed to by the Parties.

Section 5. In the event that an administrative/directed reassignment becomes necessary as a result of one of the actions stated in this Article, the Agency shall expedite existing selections awaiting release to/from affected facility(s) prior to making a decision as to the number of employees to be affected as well as the locations involved. Should it be determined that there are still employees subject to directed reassignments, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Employees adversely affected by the conditions set forth in this Article and who meet the requirements of the FAA Travel Policy (FAATP) shall be entitled to receive permanent change of station (PCS) expenses in accordance with the FAATP and Article 58 of this Agreement.

Section 6. In the event that a reduction-in-force (RIF) becomes necessary as a result of one of the actions stated in this Article, the procedures outlined in Article 47 shall apply.

Section 7. As the specifics of collocations and deconsolidations referred to in Section 1 have not been discussed nor could have been contemplated, the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement, with the exception of the notice period referenced in Section 1 of this Article.

Section 8. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 47

REDUCTION-IN-FORCE (RIF)

Section 1. The Agency shall take action(s) to avoid or minimize a Reduction-In-Force (RIF) including restricting recruitment, attrition, transfers, and by reassignment of qualified surplus employees to vacant positions where practicable.

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

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

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

Section 5. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 48

TECHNOLOGICAL/PROCEDURAL CHANGES

Section 1. The provisions of Article 7 of this Agreement shall 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 2. 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. Additionally, the Agency agrees to notify the Union at least sixty (60) days prior to the field operational evaluation utilized to support system development, the Operational Test and Evaluation (OT&E) and the Independent Operational Test and Evaluation (IOT&E). The notification shall contain at a minimum, proposed start and stop times and shall outline the reasons and intent of the test and/or evaluation.

Section 3. Upon request, the Agency agrees to provide the Union at the National level with copies of all reports, plans and procedures as supplied to the Agency and that are required to be produced by any selected contractor including all updates, revisions and/or modifications. The reports, plans and procedures as described in this section shall be provided to the Union as soon as they are given to the Agency.

Section 4. The Agency shall promptly notify the Union as to the formulation of any workgroup to which the Agency intends to assign bargaining unit employees. When bargaining unit employees are to be assigned, as members of a workgroup, the Agency shall advise the Union of the necessary qualifications. The Union shall be given the opportunity to submit a list of candidates for Agency consideration. Any bargaining unit employee assigned to any workgroup does not in any way speak on behalf of or otherwise represent the Union.

Workgroups, which involve bargaining unit employees may not discuss issues that affect personnel policies, practices and/or matters affecting working conditions of bargaining unit employees unless the Union is given notice of and opportunity to be present in accordance with Article 6, Section 3 of this Agreement.

Section 5. As the Parties have not discussed the specifics of any technological, procedural or airspace changes/tests, the Union reserves the right to mid-term negotiations, any negotiations shall be in accordance with Article 7 of this Agreement.

Section 6. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

ARTICLE 49

STUDIES OF EMPLOYEES AND THEIR WORKING CONDITIONS

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

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

Section 4. Unless the Agency does not have control of the information, 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 observe the activities of any study group(s).

Section 8. The Agency shall not conduct any study that involves the time and motion measurement of employees or their job performance, without notifying the Union.

ARTICLE 50

SURVEYS AND QUESTIONNAIRES

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

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

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

Section 4. When possible, 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 computer.

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. A Union representative is entitled to attend formal discussions conducted with bargaining unit employees during the evaluation, audit, or assessment which meets the criteria of 5 USC 7114 (a)(2)(A) as referenced in Article 6.

Section 2. When an internal facility evaluation is conducted at an air traffic facility, the Union's Principal Facility Representative or his/her designee shall be allowed to serve on the evaluation team in an official duty status.

Section 3. Only bargaining unit employees acting in the capacity of a team member may be identified on any report or data contained in the Facility Safety Assessment System (FSAS) database.

Section 4. The Principal Facility Representative shall be provided a copy upon completion of any evaluation, audit, or assessment conducted at his/her facility. Additionally, the Principal Facility Representative shall be provided read-only access to the FSAS.

Section 5. The Union at the national level shall be placed on the stakeholder distribution list for all safety issues promulgated by the Critical Safety Initiatives Office.

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 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 Collective Bargaining Agreement.

Section 3. The National workgroup will solicit volunteer field facilities to participate in a pilot Professional Standards Program. Each volunteer facility must submit a statement from the Principal Facility Representative and the Air Traffic Manager, jointly signed, stating they wish to be considered for the pilot program. The number of facilities 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 Principal Facility 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 Principal Facility Representative or his/her designee. There shall be a chairman of the PSC, appointed by the Principal Facility Representative. The National workgroup, in consultation with the volunteer facility, will determine the numbers of BUEs on the facility 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. Controller 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 voice tapes, NTAPs, SATORIs, and other 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 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.

Section 3. The following procedures shall apply to the OSHECCOM or a safety committee in accordance with Executive Order 12196:

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

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

Section 4. Union-designated Occupational Safety and Health Committee members receive training in accordance with 29 CFR 1960.58 and 1960.59(b). Safety and health training provided to bargaining unit employees will be 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 operation.

Section 6. Each facility shall periodically review fire evacuation procedures with all personnel. Training in the operation of fire extinguishers and other related equipment will be provided to personnel at each facility in

accordance with FAA Order 3900.19 and the fire evacuation procedures at that facility. Facility fire evacuation plans shall be conspicuously displayed and reviewed with every employee once a year. Assistance from local fire departments may be utilized in developing evacuation plans and conducting the training required under this Section.

Section 7. Agency established first aid and CPR training course(s) for bargaining unit employees who volunteer for such training will be administered locally. The number of volunteers to be trained under this Section should be at least one (1) per crew, but in no case less than one (1) per facility. This course may be given by any local agency which is accredited by the Red Cross or other accredited authority. Provided funds are available, this training may be provided to additional bargaining unit employees at each facility. All training shall be conducted on duty time.

Section 8. In the event of construction or remodeling within a facility, 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, 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 air traffic facility, at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Agency will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use

of all bargaining unit employees until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.

Section 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 increase Agency recruitment potential.

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

ARTICLE 55

HUMAN FACTORS

Section 1. To meet the Agency's stated goal of reducing and/or eliminating operational errors within the National Airspace System (NAS), the Parties agree that errors resulting from human factors can be mitigated. The continuous operation of the NAS and the associated impact on the employees who work within that system serve to reinforce the importance of human factors considerations in the operation of the Agency's facilities.

Section 2. The Civil Aerospace Medical Institute (CAMI) may collect any and all data regarding human factors/causal factors associated with operational errors. All participation shall be voluntary and no individual names will be

recorded in the database. Participants will be those directly involved with, or associated with, operational errors at the participating facilities. Interviews shall be conducted in a secure, confidential, closed-door setting so that employees feel comfortable.

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 physical handicap, age, sex, race, religion, color, national origin 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. Facility Representatives and Regional Vice Presidents shall be provided a current list of regional EEO counselors and information on the EEO complaint system and counselor duties. The Agency shall post the names, addresses and telephone numbers of all EEO Counselors in a location at each FAA facility in an area frequented by bargaining unit employees.

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

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

ARTICLE 57

EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

Section 3. The Parties agree to continue the EAP committee at the national level. The committee shall meet 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 if in a travel status. 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.

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

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

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

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

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

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

ARTICLE 58
MOVING EXPENSES

Section 1. Unless otherwise specified in this Agreement, reimbursement for moving expenses shall be in accordance with the Federal Aviation 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, collocation, consolidation, or directed reassignment, when the following conditions are met:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. The Agency may authorize the use of a relocation service when the new and old official stations are at least fifty (50) miles apart and the relocation meets the requirements of the FAATP.

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 ($5,545.00) dollars, 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 one thousand five hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station in accordance with the FAATP. The employee is authorized the use of a rental car while waiting for the arrival of his/her POV, for which shipment was authorized, and shall be entitled to reimbursement for a period up to two (2) weeks.

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) month time limitation shall be extended for an additional period of time not to exceed six (6) months by the authorizing official where there is a demonstrated need due to circumstances which have occurred during the initial eighteen (18) months and have been determined to be beyond the employee's control. Employees must submit a written request for waiver to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month time limitation. The maximum time for beginning travel and

transportation shall not exceed twenty-four (24) months from the effective date of the transfer under any circumstances.

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

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

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

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

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

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

Section 19. An employee who is authorized reimbursement via the fixed relocation payment described in Section 16 shall receive his/her 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 becoming facility certified. 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. If an employee serves only one (l) tour, his/her tour should total thirty-six (36) months. Any subsequent tour may be reduced to twenty-two (22) months; however, the final tour should be twenty-four (24) months. The length of a tour of duty may be reduced if it is deemed to be in the best interest of the Agency; consideration will be given to the needs of the overseas organization, the needs of the parent organization and personal desires/circumstances of the employee. Employees shall be advised of the length of the initial tour when applications are solicited.

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

Section 4. Unless operational requirements do not permit, an employee who enters into a new employment agreement shall be granted up to twelve (12)

months following expiration of his/her preceding employment agreement to exercise his/her home leave and/or rights and benefits. Home leave will not be applied toward the time an employee is required to serve on his/her tour of duty.

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

This provision is also applicable to employees serving tours of duty in Alaska and Hawaii, but only under the following conditions. Employees who transferred to Alaska or Hawaii on or before September 8, 1982, will continue to be eligible to receive allowances for travel and transportation expenses for tour renewal travel to the maximum extent permissible under government-wide regulations. However, those who have transferred or are transferring to Alaska or Hawaii after September 8, 1982, are restricted. (Leave under this provision is not the same as "home leave" for which employees in Alaska and Hawaii are not entitled to in any event.)

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

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

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

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

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

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

ARTICLE 60

FACILITY OF PREFERENCE

Section 1. Any employee who has completed ten (10) years in the bargaining unit with a minimum of eight (8) years fully certified at his/her current facility shall be considered to have achieved priority bid status for ingrade/downgrade bargaining unit vacancies/positions. The Parties recognize that selections under this Article are primarily in the best interest of the employee and therefore employees shall not be eligible to receive any permanent change of station (PCS) benefits.

Section 2. Eligible employees shall be given priority consideration within the same bargaining unit for any ingrade/downgrade bargaining unit vacancy at any of those facilities for which he/she is qualified. Release dates are subject to the staffing requirements of his/her current facility as well as the needs of the target facility. Every reasonable effort shall be made to provide a release date within six (6) months of selection. If a six (6) month release date is not practicable, the Agency shall propose a fixed date that the employee may accept or decline.

Section 3. Applications shall be filed in accordance with Article 42 Section 9 of this Agreement and shall include a cover letter stating: "Filed in accordance with Article 60, NATCA/FAA Agreement for a position at (specify facility identifier)." In addition, the employee shall forward a copy of the application

to each facility to which the applicant desires consideration under this Article.

Section 4. Upon request, if a priority consideration candidate is not placed in the vacancy, the Agency shall prepare a written narrative statement listing all reasons for non-placement. The Agency shall submit such written narrative to the employee within twenty-one (21) days of such request.

Section 5. Employee requests under this Article shall remain active for fifteen (15) months. If no selection has been made within that period, the employee may reapply.

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

Section 7. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 61

REASSIGNMENT OF TRAINING FAILURES

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

Section 2. When the Agency elects to retain a CPC or TMC transfer who has failed to achieve full certification in his/her new facility/area, he/she shall be reassigned. The Agency shall consider the employee's geographical preference prior to reassignment. Employees retained under this Section shall be offered a list of up to five (5) facilities for reassignment. If more than one position is offered, the employee shall be given an opportunity to select the position to which he/she shall be assigned.

Section 3. When a CPC who has volunteered for an intra-facility transfer in accordance with Article 46, Realignment of Work Force, is unsuccessful in achieving certification in his/her new area, the employee shall be retained within his/her existing facility. The first priority shall be a reassignment back to the area that he/she was previously certified. Nothing in this Section precludes the Agency from offering multiple areas based on organizational needs. If more than one position is offered, the employee shall be given the opportunity to select the area to which he/she will be assigned.

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

ARTICLE 62

AVIATION SAFETY REPORTING SYSTEM

Section 1. The Agency, in conjunction with NASA, has established a program for improving safety through the free, unrestricted flow of information from the users of the National Airspace System (NAS). Based on the information obtained from this program, the Agency takes corrective action as necessary to remedy defects or deficiencies in the NAS. These reports may also provide data for improving the current system and planning for a future system. The cooperative safety reporting program invites pilots, controllers, flight attendants, maintenance personnel, and other users of the NAS, or any other person to report to NASA actual or potential discrepancies and deficiencies involving the safety of aviation operations.

Section 2. Should the Agency change its practice/policy with regard to the FAA/NASA Aviation Safety Reporting System (ASRS), the Union reserves the right to mid-term negotiations.

ARTICLE 63

NATIONAL TRANSPORTATION SAFETY BOARD (NTSB) UNION REPRESENTATIVES

Section 1. The Parties recognize that the right of Union representatives to participate in NTSB investigations is at the complete discretion of NTSB. Should NTSB allow Union representatives to participate, the following procedures shall apply to no more than nine (9) representatives total, with no more than two (2) such representatives per region, to be named by the Union.

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

Section 3. Unless staffing and workload do not permit, excused absence shall be granted to permit the Union representative to participate in an NTSB accident/incident investigation. The representative is not entitled to overtime, holiday or other premium pay while representing the Union in an NTSB investigation. Travel and per diem are not authorized.

Section 4. In accordance with Section 3 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 or incident of appropriate significance.

Section 5. Unless staffing and workload do not permit, on a one time basis the NATCA NTSB Representatives shall be authorized forty (40) 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 6. Unless staffing and workload do not permit, the Agency shall grant annual leave or LWOP for a Union representative from the involved facility or facilities to attend NTSB hearings.

Section 7. If authorized by NTSB, nothing in this Article shall preclude the Union from sending more than one (1) representative to a major accident investigation or from sending more than one (1) representative from a region other than that in which the accident occurred. Official time, travel and per diem are not authorized under this Article.

ARTICLE 64

OPERATIONAL ERROR/DEVIATION INVESTIGATION,REPORTING AND REVIEW BOARD

Section 1. Operational error/deviation investigation, reporting and review board will be administered in accordance with FAA Order 7210.56.

Section 2. In order to maintain an effective Air Traffic System, it is imperative that we identify all deficiencies within our system and take appropriate corrective actions necessary to fix any associated problems. Operational errors and deviations are reported for just that reason, so those problems (either systemic or individual) can be corrected to enhance system integrity. The identification of operational errors and deviations without fear of reprisal is an absolute requirement and is the responsibility of all of us who work within our system. Accordingly, it remains Air Traffic Policy that any employee who is aware of any occurrence that may be an operational error, deviation, or air traffic incident, immediately report the occurrence to any available supervisor, controller-in-charge (CIC) or management official.

Section 3. When it is known or suspected that an employee has been involved in an operational error/deviation, the employee shall be relieved from all operational duties as promptly as operational and staffing conditions permit. This action is intended to allow employees an opportunity to review the voice recordings and prepare draft statements while the circumstances are fresh in their minds. The relief of an employee from operational duty also provides the employee the opportunity to participate in the preliminary investigation.

Section 4. If the Agency determines that an operational error/deviation (OE/OD) may have occurred and any unit employee is to be interviewed by the Investigator-In-Charge (IIC) or any agent of the Agency, the Union representative or his/her designee may be present if the employee so requests. In the event of any operational error/deviation, the Principal Union Representative or his/her designee shall be notified promptly.

Section 5. Initial Evaluation - Employees shall verbally provide the preliminary information, of which they have knowledge, when requested by the supervisor, controller-in-charge (CIC) or management official to make an

initial determination as to whether an investigation is warranted. This phase is meant only to determine the need of an investigation and is not investigatory. Therefore, Union representation is not required at this time.

Section 6. Interim Written Statement - Employees are required to make an interim written statement as soon as possible after an operational error/deviation. The employee shall be permitted to listen to relevant tape recordings available within the facility prior to making this statement. Union representation of the employee, at the election of the employee, shall be granted at this and later phases of the investigatory process.

Section 7. Final Written Statement - Employees and their representatives shall be permitted to review any data utilized in the related investigation by the Agency or, if convened, the review board, prior to making a final written statement. An employee may elect to use the interim written statement for this purpose. The final written statement shall supersede any previous oral or written statements.

Section 8. The employee and his/her Union representative, if the employee so elects, shall be permitted to review relevant recordings available within the facility before being interviewed by the IIC or any agent of the Agency.

Section 9. The determination that an employee has been identified as the primary cause of the operational error ("Controller A") shall be in accordance with FAA Order 7210.56. When an employee is involved in an operational error/deviation, a determination to decertify the employee must be in accordance with FAA Order 7210.56.

Section 10. The employee and the Principal Union Representative shall be given an entire copy of the facility investigation report when such a report is required by FAA Order 7210.56 concurrently with its submission to the facility manager. If the employee or his/her Union representative do not feel the findings of the facility investigation are correct, they may submit their comments, in writing, to the facility manager within five (5) days of receipt. The facility manager shall consider these comments in his/her deliberations and shall append them to the facility final report.

Section 11. At the request of both the employee and the Union, or the IIC, an operational error/deviation review board may be convened by the

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

Section 12. The operational error/deviation review board shall consist of equal representation by bargaining unit employees and the Agency, including a chairman who shall be the IIC. Bargaining unit participants will be designated by the Union. The board shall prepare a facility review board report. The facility manager shall append the facility review board report to the facility final report. Any dissenting opinions shall be attached to the report.

Section 13. An employee, with his/her requested Union representative, shall be permitted to review all data available to the board prior to appearing before the board.

Section 14. Employees, Union representatives and/or their designee(s) shall be on duty time during the review board proceedings. Union representatives will be on official time for all other purposes of this Article if otherwise in a duty status.

Section 15. The employee and the Principal Union Representative shall be given an entire copy of the review board report concurrently with its submission to the facility manager. If the employee or the Union representative does not feel the findings of the review board are correct, they may submit their comments, in writing to the facility manager within five (5) days of receipt. The facility manager shall consider these comments in his/her deliberations prior to making a final decision and shall append them to the review board report. If the Agency does not concur with the findings of the OE/OD board, the reasons for non-concurrence will be submitted to the Union representative and employee in writing.

ARTICLE 65

CONTROLLER/EMPLOYEE PERFORMANCE

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

Section 2. If a journeyman controller/employee is relieved from his/her position of operation by the Agency because of alleged unacceptable performance of duty, the controller/employee, if he/she requests, shall be given a written explanation of the reason for such action by the Agency within twenty-four (24) hours. The written explanation is not to be construed as constituting a notice of proposed adverse action.

ARTICLE 66

MEDICAL QUALIFICATIONS

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

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

Section 3. National medical standards and associated tests shall be established in accordance with OPM regulations and shall be applied uniformly nationwide.

Section 4. 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 spends more than eight (8) hours in an official duty status on a day during which he/she submits to a medical examination, evaluation or review, the employee is entitled to overtime benefits for all time spent beyond the eight (8) hours. The increment of payment shall be one (1) minute.

Section 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.

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

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

Section 7. All correspondence between the Flight Surgeon and the employee is confidential between those individuals only. While facility 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 permanently medically disqualified, he/she shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal Air Surgeon, the Agency shall make every reasonable effort to accommodate the employee in accordance with Article 45 of this Agreement. For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a negative determination, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which he/she is qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

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

Section 10. Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration of the Regional Flight Surgeon. It is the employee's responsibility to report for medical exams scheduled by the Agency. If the employee's medical certificate expires due to the Agency's failure to schedule the employee's required medical examination in a timely manner, the employee shall be assigned other duties not requiring a medical certificate until such time as a medical certificate is issued.

Section 11. Class II medical certificates are not required for the performance of air traffic control duties. Class II or III medical certificates may be issued to bargaining unit employees who need a Class II or III certificate as an airman but not an ATCS.

Section 12. The provisions of this Article shall be applied uniformly nationwide and to those bargaining unit employees who are required to maintain medical certificates.

Section 13. Employees may not perform ATC duties during any period of known physical deficiency, concurred with by the Regional Flight Surgeon, which would make them unable to meet their current medical certificate.

Section 14. At least once annually, the Agency shall provide medication guidelines including restricted medications to the Union at the national level. These guidelines are not a comprehensive or all-inclusive list of all medications that restrict employees from performing safety-related duties. Further guidelines on restricted medications may be found in FAA Order 7210.3.

Section 15. 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 16. 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. If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient training time to attain the level of proficiency he/she had at the time of the interruption, prior to the resumption of the remaining allotted training hours. The employee's evaluations and/or training reports shall be used by the Agency to determine when the employee's former level of proficiency has been re-attained.

Section 2. Pending the availability of funds, the Agency may establish outside career development training programs to support employees pursuing academic degrees that support specific organizational and mission related requirements.

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

Section 3. Remedial training is training provided to correct specific identified operational deficiencies. When an employee is to be given remedial training, he/she shall be notified, in writing, of the specific areas to be covered and the reasons therefore. Any remedial training shall be conducted in accordance with FAA Order 3120.4.

Section 4. Employees may voluntarily enroll in FAA directed study courses designed to improve their work performance, expand their capabilities, and increase their utility to the Agency. Through the FAA Academy, employees may participate in a multi-disciplined approach to distance learning, which includes Web Training such as e-Learning and Computer-Based Instruction (CBI) as well as the Correspondence Study Program. The Agency may allow personnel to devote duty time to the study of these courses.

Section 5. In the event the Agency issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

Section 6. 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. 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 Agency shall notify the Union of the date, time and location of the training review board. The review board process shall not be unreasonably delayed pending designation and assignment of a Union participant to the board.

If the employee meets with the training review board, and the employee reasonably believes disciplinary/adverse action may result from such

meeting, the employee may be accompanied to the meeting by a Union representative in accordance with Article 6 of this Agreement.

ARTICLE 68
ON-THE-JOB-TRAINING

Section 1. Premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of basic pay times the number of hours and portions of an hour during which the employee is providing on-the-job-training while the employee receiving training is directly involved in the separation and control of live traffic or training on a position in the TMU/ATCSCC/USNOF.

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

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

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

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

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

ARTICLE 69
DRESS CODE

Section 1. Members of the bargaining unit shall be well groomed and attire themselves in a neat, clean manner which will not erode public confidence in the bargaining unit workforce or detract from the professional image of Agency employees.

Section 2. The mode of attire for the workplace shall be business casual. Examples of such clothing include casual slacks (e.g. khakis, cords), dress slacks, dresses, skirts, blouses, dress shirts, casual shirts with collars or banded/turtle necks and/or sweaters. Neckties shall not be mandatory in any facility. Shoes shall be neat and clean.

Articles of inappropriate attire include, but are not limited to, jogging suits, shorts, sweats (pants, shirts, shorts), jeans, tee/tank/muscle/sleeveless shirts (for men), tee/tank/halter/tube tops (for women), and shirts with large lettering and/or slogans. Clothing having sexual connotations, written or pictured, is not permitted. Revealing, ripped or disheveled clothing of any kind is unacceptable. Hats and caps are not to be worn inside the facility. Flip-flops, flat sandals and athletic shoes are prohibited.

Buttons or clothing displaying political advertising and/or slogans that are in violation of the Hatch Act are not permitted; however, the display and wearing of Union insignias such as pins, pocket penholders or tie tacks shall be permitted. Apparel shall not be considered inappropriate solely because it displays the Union logo or insignia.

Section 3. Employees, while working midnight shifts, shall be exempt from the requirements of Section 2.

Section 4. If an employee reports for duty dressed inappropriately, on the first occasion the Agency may require the employee to obtain and change into appropriate attire. Should that necessitate the employee leaving the workplace, it shall be done while the employee is in leave status and using accrued annual leave, accrued credit hours, or accrued compensatory time. Should there be a recurrence, it shall be dealt with as misconduct and the employee will be subject to disciplinary action in accordance with Agency directives and this Agreement.

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 degrees Fahrenheit or below, the Agency agrees to provide and maintain an adequate number of outdoor electrical outlets for the use of bargaining unit employees. Where outdoor electrical outlets are provided, the Agency shall ensure that the outlets are activated at temperatures of twenty (20) degrees Fahrenheit or below. This provision shall also apply to any future acquired parking areas.

Section 4. When the temperature at a location is less than ten (10) degrees Fahrenheit, the Agency may allow an early vehicle start.

Section 5. When two (2) or more facility parking spaces are reserved for air traffic, other than those reserved for government cars, visitors and handicapped individuals, a space shall be made available to the Facility Representative.

Section 6. When parking is under the Agency's control, every reasonable effort shall be made to provide safe and appropriately lighted, adequate parking at no cost to the employee. The Agency agrees to exercise reasonable care in maintaining the security of the area and vehicles, to the extent of its authority. When parking is not under the control of the Agency, every reasonable effort will be made to obtain parking as close to the facility as possible.

ARTICLE 71

EMPLOYEE SERVICES

Section 1. The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established.

Section 2. The Agency will provide a microwave oven and a refrigerator at each facility. At facilities with more than one hundred (100) employees, the Agency will provide an additional microwave oven and refrigerator. A coffee maker will be provided at all facilities except when specifically prohibited by food service contractual requirements.

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

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

Section 5. At facilities where proceeds from vending and recreational machines do not go exclusively to the contractor, the Union shall have the right to designate a representative on the employee committee overseeing the distribution of those proceeds.

ARTICLE 72
CALENDAR DAYS

Section 1. Unless specified to the contrary, whenever the term "days" is used in this Agreement, it shall mean calendar days.

ARTICLE 73
SUBSTANCE TESTING

Section 1. All substance testing (drug and alcohol) conducted by the Agency shall be done in accordance with applicable laws, DOT Order 3910.1, the DOT Drug and Alcohol Testing Guide, and this Agreement.

Section 2. The Principal Facility Representative or his/her designee shall be notified of the arrival at the facility of the collector/Breath Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees. The Agency shall advise the Principal Representative or his/her designee of the maximum number of employees to be tested. Absent an emergency or other special circumstance, the Principal Facility Representative, or his/her designee, will be released for the purpose of performing representational duties. The representative, or his/her

designee, will be notified when substance testing has been completed. Upon request, the Agency will inform the representative of the number of people tested at the facility and the number of employees to be rescheduled. The Union may request a copy of the annotated test list, in writing. 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 the his/her wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

Section 4. The Union at the national level shall be given a copy of the Agency's quarterly substance abuse statistical report, and a copy of the results of the testing of quality control specimens provided to the testing laboratory by the Department of Transportation. In addition, one (1) Union representative shall be permitted to accompany officials of the Agency on an inspection of the testing laboratory once a year, if the Agency conducts such an inspection.

Section 5. Employees will be given notice privately where and when to appear for substance testing.

Section 6. The Agency recognizes its obligations under the Privacy Act with respect to information about bargaining unit employees and their connection to substance testing including non-disclosure by collectors/contractors.

Section 7. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

Section 8. All equipment used for alcohol testing shall meet the requirements and standards as specified in the 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 specific date(s) that testing occurred. If any testing equipment is found to be out of tolerance/calibration as specified in Chapter VI, DOT Order 3910.1, every test result of 0.02 or above obtained on the device since the last valid external calibration check shall be invalid.

Section 9. The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling and refrigeration of urine samples prior to testing are followed.

Section 10. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

Section 11. Employees will be notified of drug test results within a reasonable period of time, normally five (5) working days, of receipt of the results by the Drug Program Coordinator (DPC). Failure to comply with this time frame will not invalidate the results. Alcohol test results shall be made available to the employee at the time of testing. Notification of test results shall be handled in a confidential manner. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

Section 12. Only employees who are in a duty status shall be subject to substance testing.

Section 13. Post accident/incident testing shall only be conducted on employees whose work performance at or about the time of the covered event, as described in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, provides reason to believe that such performance may have contributed to the accident or incident, or cannot be completely discounted as a contributing factor to the accident or incident. If an employee is held past his/her shift end time, he/she will be paid overtime in accordance with this Agreement.

In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave

the facility if the collector/BAT has not arrived at the facility or will not be arriving shortly. The employee will be required to sign a statement that he/she will not consume alcohol for up to eight (8) hours of the time of the covered event and that he/she must return to the facility for testing when called back.

Section 14. When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, the Agency may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere "hunches" are not sufficient to meet this standard. At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT regulations.

Section 15. In accordance with DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, each urine specimen shall be split into two (2) specimen bottles using the split specimen procedure. If the Medical Review Officer verifies the primary specimen bottle (bottle A) is positive, substituted and/or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another HHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A. Only the donor can make such request. Such request shall be honored if made within seventy-two (72) hours of the donor having received notice that his/her primary specimen tested positive and was verified.

Section 16. If an employee fails to provide an appropriate amount of urine in accordance with the DOT Drug and Alcohol Testing Guide, the employee will be given a reasonable period of time to provide a specimen. The employee will be allowed an appropriate amount of time, in accordance with the DOT Drug and Alcohol Testing Guide, from the time the last donor to

be tested is notified to provide a specimen. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with DOT Order 3910.1.

Section 17. Every reasonable effort shall be made to accommodate employee requests for annual or sick leave immediately upon completion of a drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

Section 18. In the event of a confirmed positive alcohol test of .02 or higher, the Agency shall, upon written request, provide to the employee and the Union the maintenance and calibration history of the equipment used and the BAT's last certification.

Section 19. There shall be no local or regional supplements to this Article.

Section 20. Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

ARTICLE 74

CRITICAL INCIDENT STRESS MANAGEMENT (CISM)

Section 1. The Agency has established a Critical Incident Stress Management (CISM) Program which is designed to proactively manage the common disruptive physical, mental and emotional factors that an employee may experience after a critical incident (i.e., 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 operational requirements permit from his/her normal 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 Principal Facility Representative or his/her designee will be notified a reasonable time in advance whenever employees will be required to attend mandatory educational briefings as part of the CISM process, and will be provided the opportunity to attend.

Section 7. When a determination is made to conduct an educational briefing following a critical incident, all affected employees will be notified and will be required to attend. Upon completion of the mandatory educational briefing, employees will be notified that a licensed counselor from the Agency's Employee Assistance Program (EAP) contractor and a Peer Debriefer will be available for bargaining unit employees who request to participate in a Critical Incident Stress Debriefing (CISD). An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of the EAP services will be provided in accordance with the provisions of Article 57 of this Agreement and applicable Agency directives. If requested, bargaining unit employees shall only receive peer support from other bargaining unit employees.

Section 8. Within one (1) year of the signing of this Agreement, the Parties shall develop and provide instructional material to all bargaining unit employees about the Agency's CISM program. Participants shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem for the development of this material.

Section 9. The CISM Program shall be administered in accordance with applicable Agency directives and this Agreement.

ARTICLE 75

INJURY COMPENSATION

Section 1. The Agency agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Worker's Compensation Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of his/her assigned duties.

Section 2. Once annually, the Agency shall brief all employees on existing requirements and proper procedures for reporting such injuries on Agency forms such as FAA Form 8500-8.

Section 3. The Union at the national level will designate one (1) OWCP Claims Representative who, absent an emergency or other special circumstance, will be granted twenty-four (24) hours of official time each year to attend an OWCP class sponsored by the Department of Labor. Participation in OWCP classes is for the purpose of maintaining a current working knowledge of OWCP regulations and requirements. The Union's OWCP Claims Representative shall be afforded a bank of one-hundred and four (104) hours of official time per year, not to exceed eight (8) hours per pay period, to perform OWCP Representational functions. Absent an emergency or other special circumstance, the grant of this time shall be approved upon request.

Section 4. The Agency shall maintain an inventory of Federal Employees Compensation Act (FECA) claim forms at all air traffic facilities. Copies of current OWCP regulations, directives and guides, if available, shall be made

accessible to employees. The Agency shall assist employees in completing all forms necessary to ensure proper and prompt adjudication of their claim.

Section 5. If the employee incurs medical expense or loses time from work beyond the date of injury, including time lost obtaining examination and/or treatment from the employing agency medical facility, the Agency shall submit Form CA-1 to the OWCP District Office as soon as possible but no later than ten (10) working days from the date of the receipt of the CA-1 from the employee. In the case of occupational disease, the completed CA-2 shall be submitted to the OWCP District Office within ten (10) working days from the date of receipt from the employee. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

Section 6. If, through no fault of the employee, the Agency has failed to submit the CA-1 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

a. The Agency has failed to submit the completed CA-1 form to OWCP District Office within ten (10) working days as defined by 20 CFR 10.110; and

b. The employee has lost leave and/or wages as a result of the Agency's delay.

This Section does not apply to employees whose OWCP claim has been denied by the Department of Labor.

Section 7. The employee is entitled to select the physician or medical facility of his/her choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

Section 8. Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

Section 9. The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.220. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

ARTICLE 76

NEW FACILITIES/CURRENT FACILITY EXPANSION/ CONSOLIDATION/COLLOCATION

Section 1. Once the National Change Proposal (NCP) has been approved to build a new ATC facility, or combine several ATC functions/facilities at a new or into an existing location pursuant to the Capital Investment Plan (CIP), the Union shall be notified in writing at the national level. For the construction of new facilities not covered by the CIP, or the expansion or remodeling of an existing facility, the Union, at the appropriate level, shall be notified in a reasonable amount of time in advance of the proposed construction start.

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 under construction, or being implemented.

Section 3. If the Agency decides to establish a transition committee(s) or work group(s) for those matters referenced in Section 1 of this Article the procedures of Article 48 shall apply.

Section 4. At new or existing locations where current facilities will be collocated each individual facility will, at the discretion of the Union, remain separate and distinct for union recognition and representation purposes.

Section 5. As the specifics of any new facilities, current facility expansions, consolidations or collocations have not been discussed nor could have been contemplated, the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement.

Section 6. 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 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. Upon request, the Principal Facility Representative or his/her designee shall be allowed to observe the test process and shall receive a written copy of the results. All testing shall be conducted by a certified contractor specializing in asbestos/air quality monitoring. The Union, at its own expense, may designate an Industrial Hygienist to observe all air monitoring activities conducted by the Agency's certified contractor.

Section 2. In the event that a facility is planning a construction project which may cause the release of airborne asbestos fibers in areas frequented by bargaining unit employees, the Principal Facility Representative, or designee shall be given a pre- and post-briefing on the construction project. Additionally, the Principal Facility Representative will be permitted to attend any management briefings at the Facility concerning air sampling and monitoring information. If, during the construction project, there is a release of airborne asbestos fibers, the Principal Facility 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 Principal Facility Representative shall be given an explanation of these reports. In addition, NATCA 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, NATCA'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 are above established baseline levels are present in these occupied spaces; and

c. To determine if correlations exist between routine activities and any increase above baseline.

Baseline fiber levels at each facility shall be established by the Agency in consultation with NATCA's Certified Industrial Hygienist.

Section 4. Powered air purifying respirators will be maintained in serviceable condition at each facility. The Agency will ensure that all employees are trained in the use of this equipment prior to construction in accordance with applicable law. The Agency will make every effort to ensure a safe working environment so as to preclude the need to use this equipment. However, in the sudden release of airborne asbestos fibers or if Agency-conducted air monitoring indicates fiber levels can reasonably be expected to meet or exceed the OSHA permissible exposure limits, essential employees in affected occupied spaces will be directed to wear respirators. At this time, all non-essential employees will be removed from affected occupied spaces as soon as operational conditions permit. A determination to evacuate employees will be based on operational needs and Agency-conducted air monitoring levels that meet or exceed the OSHA permissible exposure limits.

a. In accordance with applicable law, training with the respirators will include a "hands-on" session at which controllers will be allowed to wear the respirators to become familiar with the proper technique and method of usage. In addition, the Agency will conduct tests in the DYSIM lab to evaluate the ability of controllers to work live traffic while wearing the respirators. NATCA will be allowed to observe and participate in these tests.

b. In the event that an operational error or deviation occurs while a respirator is being worn, the Agency will take this factor into account in determining responsibility for the error or deviation and what corrective action is appropriate.

Section 5. Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in immediate control steps by the Agency to abate the hazard caused by the asbestos. The Agency shall retain an asbestos abatement contractor as soon as possible.

Section 6. The Agency and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.

Section 7. If protection measures will not provide adequate protection of occupants, the Agency will relocate bargaining unit employees outside of the affected work area while asbestos removal or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

Section 8. In the event that relocation is not required/possible, the abatement contractor will seal off the abatement area, when required, with a negative pressure enclosure. When negative enclosures are used, the contractor will ensure and maintain negative pressure at all times.

Section 9. Decontamination facilities will be provided for all abatement workers and strict decontamination procedures will be enforced to insure that workers cannot bring asbestos outside of the enclosure.

Section 10. Bargaining unit employees who work in facilities known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their workplace.

Section 11. The contractor will be required by the Agency to take air samples every day 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 NATCA 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. Due to the potential noise level of the monitor and its associated distractions, any bargaining unit member who volunteers to wear the monitor shall, if

operational requirements permit, be assigned to a non-control position for the period in which such monitoring occurs.

Section 12. The abatement area cannot be reoccupied until it has passed a visual inspection and met a clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations.

Section 13. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Agency with a written chain-of-custody record covering the period during which they were outside the possession of the Agency. Upon request, the Union's 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 14. 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 15. The Agency recognizes its obligation to comply with the requirements of 29 CFR in connection with all facets of asbestos abatement operations. Asbestos abatement will comply with OSHA Standards 1910 and 1926, FAA Order 3900.19, 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 have the option of receiving any subsidies due under this Article at their facility.

ARTICLE 80
EMPLOYEE RECERTIFICATION

Section 1. Performance and non-performance related recertifications will be conducted in accordance with FAA Order 3120.4 and FAA Order 7210.56.

Section 2. Whenever a decision has been made by the Agency to decertify an individual, the employee will be notified of the specific reasons for this action in writing within five (5) administrative workdays of the decertification. This notification shall include the reason(s) for the decertification. Decertification may encompass all certified positions or be limited to individual position(s).

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. Remedial training shall normally begin within three (3) administrative workdays of the notice of decertification. The employee will be provided with a copy of his/her remedial training plan.

Section 4. Upon request, an employee shall have the opportunity to review the information used in making the determination to place him/her in a recertification program, and to discuss the reasons for making the determination with his/her immediate supervisor, or designee.

Section 5. An employee who has been decertified may have his/her schedule modified to align with the days and times that other duties are assigned, including changing regular days off and adhering to the tour of duty of the organizational segment to which they are assigned. An employee who is undergoing performance related training may have his/her schedule adjusted to ensure closer supervision.

Section 6. Recertification may be accomplished by individual position or a single action covering multiple positions.

Section 7. If further action is necessary, performance deficiencies will be addressed in accordance with Article 20 of this Agreement.

ARTICLE 81
HAZARDOUS DUTY PAY

Section 1. Hazardous duty pay differential(s) shall be paid by the Agency in accordance with 5 CFR Part 550, Subpart I.

ARTICLE 82
AERONAUTICAL CENTER

Section 1. The Parties recognize the right and responsibility of the Union to represent bargaining unit employees, as specified in Article 2, Section 1 who are in attendance at the Mike Monroney Aeronautical Center.

Section 2. The Agency shall provide the Union with a bulletin board for the posting of Union materials in a non-work area frequented by bargaining unit employees. When wall space is not available for an Agency bulletin board, a Union bulletin board will not be provided.

Union literature placed on the Union bulletin board must not:

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

Should a dispute occur regarding the nature of posted material, the Agency, at the National level, shall contact the NATCA Director of Labor Relations and explain the dispute. The Union shall, within seventy-two (72) hours of the initial notification, investigate the Agency's contentions and notify the Agency of its determination of whether the posting shall be removed. If the Union determines that the posting will not be removed, the Agency may pursue the dispute using the terms of this Agreement. The Union agrees that all postings

will be on a designated Union bulletin board only. The Union may, at its own discretion and expense, install a locking glass cover on their bulletin board.

Section 3. The Union and all members of the bargaining unit shall be afforded all representational rights under this Agreement while at the Aeronautical Center.

Section 4. The Parties agree that the Aeronautical Center Management has no responsibility or authority to negotiate with the Union. However, the Agency will designate a point of contact at the Aeronautical Center to assist the members of the unit and Union officials.

Section 5. Any grievance filed by bargaining unit employees temporarily assigned to the Aeronautical Center shall be processed at their facility of record. All grievances shall be initiated with the Agency's representative in accordance with Article 9 of this Agreement.

ARTICLE 83

SENIORITY

Section 1. Seniority will be determined by the Union.

Section 2. The Union may only change seniority one (1) time during the life of this Agreement.

ARTICLE 84

DISABLED VETERANS AFFIRMATIVE ACTION PROGRAM

Section 1. The Agency agrees that it has an obligation to assist disabled veterans who, by virtue of their military service, have lost opportunities to pursue education and training oriented toward civilian careers.

Section 2. The Agency agrees to comply with the Department of Transportation's Disabled Veterans Affirmative Action Program as required by 38 USC, Chapter 42.

ARTICLE 85

ACCOMMODATION OF DISABLED EMPLOYEES

Section 1. For the purpose of this Article, a disabled employee is a medically qualified employee whose permanent disability renders him/her unable to perform his/her duties at his/her present facility.

Section 2. A disabled employee shall receive priority consideration at his/her request, to any facility with an existing vacancy at which the employee's disability does not preclude him/her from performing such duties.

Section 3. Nothing in this Article is intended to limit the applicability of the Rehabilitation Act of 1973, as amended, including the employee's right to reasonable accommodation.

ARTICLE 86

CAREER TRANSITION ASSISTANCE

Section 1. Unless otherwise specified in this Agreement the Agency will provide career transition assistance in accordance with Human Resource Policy Manual, EMP-1.22 (Career Transition Program), to all employees who have received a FAA reduction-in-force (RIF) separation notice or who have been separated through RIF procedures in the FAA (displaced employees) as well as to employees who are likely to face displacement through anticipated FAA RIF or internal reorganization/realignment to a different position (surplus employees).

Section 2. A Certification of Surplus Status (CSS) will be issued by the head of the LOB or his/her designee within thirty (30) days of the determination that an employee is surplus and can cover a period of up to six (6) months. Certifications may be renewed in increments of up to six 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 Air Traffic Organization (ATO) for which they are qualified, within the local commuting area.

Section 9. For two (2) years following their date of separation, affected employees shall be given first consideration for reemployment into a vacant FAA position in which they are qualified for under the following conditions:

a. the vacant position is at or below the grade level from which the individual was separated,

b. the area of consideration stated in the vacancy announcement includes any non-FAA applicants,

c. the individual submits a timely application under the vacancy announcement, and

d. the individual includes with his/her application, a copy of the first consideration eligibility letter that was provided with the separation notice.

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

Section 10. Affected employees who are involuntarily separated shall be provided a letter explaining their eligibility for first consideration. This letter shall be given to an employee simultaneous with the final separation notice.

ARTICLE 87

FLEXIBLE SPENDING ACCOUNTS

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

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

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

Section 4. The Agency agrees to post the FSA website address at each facility in a place frequented by bargaining unit employees.

ARTICLE 88

DIVESTITURE

Section 1. The Air Traffic Organization Service Areas will ensure that any orders to divest, including appropriate timeframes and procedures, will be distributed to all employees when a newly prohibited financial interest is received from the Agency's Office of the Chief Counsel.

Section 2. The Agency shall keep an updated and accurate copy of the list of prohibited investments that the Agency utilizes in making its divestiture determinations. This list shall be made available to all employees through a link on the Federal Aviation Administration employee website and shall be briefed to new employees during new employee orientation.

Section 3. The Agency shall make employees aware of the timeframes established by the Agency's Office of the Chief Counsel relating to the issuing of a Certificate of Divestiture.

ARTICLE 89

GOVERNMENT TRAVEL CHARGE CARD

Section 1. Employees who are required to travel a minimum of two (2) or more times a year may be issued a Government contractor-issued charge card for official travel.

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 provisions listed below apply. These provisions are subject to mid-term bargaining, in accordance with Article 7 of this Agreement, as a result of any negotiations between GSA and the travel charge card issuers.

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 unauthorized charges in accordance with the cardholder agreement. Employees will notify the bank and the Agency as soon as they become aware of any unauthorized use of the card or the account.

c. 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.

d. Accounts will not be reported to a commercial credit bureau unless delinquent for more than one hundred twenty (120) days.

e. 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 will be provided at the time the travel charge card is issued.

f. The Agency shall ensure that cash limits for ATM access are commensurate with the employee's assignment.

Section 4. Employees shall be reimbursed for transaction fee(s) charged for ATM cash advances received due to official travel and travel-related expenses as set forth in the FAATP.

Section 5. The travel card may not be used for purposes other than for those associated with official travel.

Section 6. The Agency shall timely process all employee travel vouchers, in accordance with Article 96 of this Agreement, to ensure that employees are promptly reimbursed for all allowable travel-related expenditures.

Section 7. If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment, the delinquent payment (sixty (60) days or more past due), will not serve as the basis for disciplinary action.

Section 8. 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 9. If an employee's charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

Section 10. If an employee's credit limit on their government travel charge card is reduced due to infrequent travel, the employee may contact their travel charge card coordinator to have their limit raised to a limit commensurate with the employee's travel plans. The limit shall be raised prior to requiring the employee to travel provided that the request is made

at least three (3) business days prior to the commencement of travel. A current list of contact information for travel charge card coordinators shall be maintained on the ABA website.

ARTICLE 90

LEAVE TRANSFER

Section 1. The Parties agree with the leave transfer program, which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient.

Section 2. An employee may make a written application to the Agency to become a leave recipient. If an employee is not capable of making an application on his or her own behalf, a personal representative of the potential leave recipient may make a written application on the employee's behalf. Each application shall be accompanied by the following information concerning each potential leave recipient:

a. the name, position title and grade or pay level of the potential leave recipient;

b. the reasons transferred leave is needed, including a brief description of the nature, severity and anticipated duration of the medical emergency and, if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;

c. certification from one (1) or more physicians, or other appropriate experts, with respect to the medical emergency, if the potential leave recipient's employing agency so requires; and

d. any additional information that may be required by the potential leave recipient's employing agency.

Section 3. 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 4. 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 5. 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 6. 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 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 7. A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient so long as the donor's sick leave balance remains at a minimum of two hundred forty (240) hours.

Section 8. 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 9. 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 the 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. An employee who voluntarily identifies himself or herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Agency on the first

occurrence of such self-referral, for the purposes of taking disciplinary action.

Section 2. An employee may self-refer except under the following circumstances:

a. the employee has received specific notice that he/she is to be tested for drugs or alcohol;

b. a substance abuse staff has arrived at the employee's facility to conduct testing;

c. the Agency is awaiting the results of a drug test taken by the employee; or

d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1C.

Section 3. 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, and completes EAP recommended rehabilitation; and

b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1C.

Section 4. The flight surgeon shall contact the employee's facility 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 5. 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 6. When the employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's facility manager shall be informed that the employee is no longer 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 7. All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

Section 8. If the employee adheres to his/her rehabilitation/treatment plan, and all the employee's follow-up test results are negative for a period of one (1) year, the employee will have successfully completed the rehabilitation program. A last-chance agreement will not be required in order for the employee to enter into the rehabilitation plan.

ARTICLE 94

OUTSIDE EMPLOYMENT

Section 1. In accordance with 5 CFR 2635.101(b)(10), (14); 2635.801(c) and FAA Order 3750.7, outside employment in general is permitted so long as it neither conflicts with official Government duties and responsibilities nor appears to do so. Employees are permitted to engage in outside aviation employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility.

The Agency shall maintain a list of ethics officials on the AGC website with whom employees may consult for determinations of the propriety of an outside employment opportunity.

Section 2. Should an employee submit a written request for prior approval, it will be acted upon as soon as possible, generally within thirty (30) days of receipt. When the employee accepts outside employment without prior approval due to the Agency's failure to respond within thirty (30) days to his/her written request for a determination of propriety, the Agency will take this into consideration should disciplinary action later be contemplated.

Section 3. If prior approval is given and it is later determined that such employment is inconsistent with the provisions of Section 1, the following shall apply upon written notification to the employee:

a. If the outside employment is specifically prohibited by law, the employee shall cease the employment immediately.

b. In all other cases the employee shall cease the employment within fourteen (14) days.

ARTICLE 95

CENTER FOR MANAGEMENT AND EXECUTIVE LEADERSHIP (CMEL)

Section 1. 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, if available. All products, services, and support capabilities of CMEL are available on a fee-for-service basis. 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).

Section 2. In the event an employee is required to travel in the performance of official business he/she shall be entitled to an advance of funds using a Government travel charge card. Such advances will be obtained through an Automated Teller Machine (ATM). Employees who have not been issued a Government travel charge card shall be entitled to an advance of funds equal to the maximum amount allowable under the FAATP paragraph 301-51.202.

Employees who have had their Government travel charge card revoked are not entitled to an advance of funds, unless their card was revoked due to an administrative error or was revoked prior to the signing of this Agreement.

An employee whose travel charge card was revoked for any reason prior to the signing of this Agreement or due to an administrative error, shall be entitled to an advance of funds in accordance with this Section.

Section 3. When making travel arrangements, an employee shall have the option of utilizing the Government-contracted travel agent or contacting the airline, hotel and/or rental car services directly. Employees on official Government travel are required to use the Government issued travel card for transportation, lodging, and car rental expenses.

Section 4. In order to prevent an undue financial burden upon the employee, travel vouchers shall be submitted using the electronic travel software, where available and processed in accordance with the following:

a. Employees are to submit vouchers to approving officials within five (5) workdays of completion of trips or every thirty (30) days if the employee is in a continuous travel status.

b. The Agency shall reimburse an employee, who submits a proper voucher for allowable expenses, 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 late payment fees.

c. In the case of a disputed/questionable item(s) on a submitted travel voucher, the FAA will suspend the claim for that expense and post an explanation and amount disallowed on the "ivoucher" system and pay the claim for items that are not suspended. The "ivoucher" system can be accessed at: https://ivoucher.jccbi.gov/travel/menus/searchmenu.htm

d. The employee may challenge the suspension of a claim item in accordance with the FAATP.

Section 5. Employees who voluntarily choose to accept a reduced rate alternative for temporary duty travel shall be reimbursed at eighty (80) percent in accordance with FAATP. Receipts and or a copy of the lodging

lease may be required for reimbursement at the reduced rate in accordance with the FAATP 301-11.214.

Section 6. Mileage reimbursement for a privately-owned vehicle shall be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP, and shall not exceed the cost of the authorized/preferred method when a traveler chooses for personal reasons to use a privately-owned vehicle. When the authorized/preferred method is a Government owned/leased vehicle, the cost shall be computed in accordance with the FAATP.

Section 7. When travel is direct between duty points which are separated by several time zones and at least one (1) duty point is outside the forty-eight (48) contiguous states (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 8. Extended stay assignments are those exceeding thirty (30) calendar days, training assignments exceeding fifteen (15) class days, or stays exceeding four (4) nights in a Government owned or leased facility with kitchen facilities. In any of these circumstances, justification must be provided on the travel authorization if other than the reduced flat rate is authorized.

Section 9. In the event that reduced rate lodging is not available, employees beginning an extended stay assignment shall be authorized the lodgings-plus method until the employee can find reasonable reduced-rate lodging up to fourteen (14) days. This may be extended for extenuating circumstances.

Section 10. Extended stay assignments will be reimbursed at a flat rate equal to sixty (60) percent of the maximum per diem rate in accordance with the FAATP. This per diem rate includes lodging, meals, local transportation, and personal calls. Lodging receipts shall be required in accordance with the FAATP.

Section 11. An employee on an extended stay assignment is authorized one (1) trip home after completing the initial sixty (60) days of the assignment. Subsequent trips home are authorized for each additional sixty (60) day

block during an extended stay assignment. Employees shall be reimbursed all transportation related expenses for such trips home.

Section 12. Employees on extended stay assignments for periods of three hundred sixty (360) days or longer shall, at the request of the employee, be authorized the following Temporary Change of Station (TCS) benefits, in lieu of daily per diem:

a. round-trip TCS travel for employee and immediate family;

b. two-way shipment and/or storage of household goods, up to a total of eighteen thousand (18,000) lbs.;

c. two-way shipment of POV, if new duty station is located greater than one thousand five hundred (1,500) miles from the old duty station;

d. temporary living allowance up to thirty (30) days at either or both locations combined;

e. miscellaneous expense allowance equal to a week's pay at GS-13, step 1;

f. lease-breaking up to three (3) months rent or property management fees at the old duty location for a maximum of three (3) years (employees are not eligible for any cash incentive); and

g. relocation income tax allowance.

ARTICLE 97

SECURITY

Section 1. The Agency shall apply its security standards and procedures uniformly throughout the bargaining unit(s).

Section 2. In the event of bomb threats, threats of violence or suspected terrorist activities at the facility, the Agency shall take appropriate measures to protect the safety and security of employees.

ARTICLE 98

PROBATIONARY EMPLOYEE

Section 1. A probationary employee is an employee who has not completed one (1) year of Federal civil service.

ARTICLE 99

HARDSHIP TRANSFER

Section 1. The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the employee and Agency. This Article is not intended to address emergency situations that may occur, where the Agency determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

Section 2. Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

I. The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.

II. Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship. In order to be considered, the geographical separation from the parent must have been involuntary.

III. Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a different geographical area would allow the employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

All relevant factors shall be considered for each condition, but a minimum shall include:

a. Whether the employee previously used this issue as a hardship;

b. Other unique circumstances; and

c. The distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities and/or cities that will meet the needs of their specific hardship. Placement is allowed in the same, lower, or up to three (3) ATC facility levels above their current ATC facility level.

Section 3. An employee requesting a hardship transfer shall submit a written request to his or her current facility manager. The request shall include at least the following:

a. A statement that the employee is requesting an Employee Requested Reassignment (ERR) in accordance with the ERR procedures and this Article;

b. The position(s), grade(s), and geographical area(s) the employee is requesting;

c. The reason(s) justifying the hardship need and all supporting documentation;

d. FAA Form 3330-42, Request for Consideration and Acknowledgment;

e. FAA Form 3330-43-1, Rating of Air Traffic Experience for AT Transfer Program;

f. OF-612 or a resume;

g. Most recent performance appraisal;

h. A statement that the employee understands that this hardship transfer is primarily in the interest of the employee and relocation is at no expense to the Government; and

i. A statement from the employee authorizing the Parties to contact the appropriate sources as applicable to the request for the purpose of validating or clarifying any supplied documentation.

Section 4. The Parties at the local level shall meet within fourteen (14) calendar days of submission of the hardship to accomplish the facility level review. They will ensure that the request falls in one of the three (3) categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests 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 Service Area level of the facility where the hardship request originated. This should normally be accomplished within seven (7) calendar days of making the determination.

Section 5. The Parties at the Service Area level shall review the employee's package and the recommendations made at the facility and make their own determination as to whether the hardship condition is bona fide. This review should normally occur within fourteen (14) calendar days of receiving the package. If they determine the hardship condition is bona fide they shall, within seven (7) calendar days of making the determination, forward the entire package to the Parties at the Service Area level of the target facilities if other than their own, along with a written statement recommending approval of the transfer due to a bona fide hardship condition. Should the Parties in this Section fail to reach agreement on the determination as to whether the hardship condition is bona fide, the hardship request is denied and the employee may pursue transfer under the ERR process. If the transfer is recommended by the originating Service Area the employee's hardship package will be forwarded to the target Service Area.

Section 6. The Parties at the Service Area level of the target facilities shall review the employee's package and the determinations made at the facility and the originating Service Area. This review should normally occur within fourteen (14) calendar days after receiving the package. If a vacancy exits at the target facility(s), that the Agency has decided to fill, the Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position. If the transfer is denied, the target Service Area shall forward a written justification to the originating Service Area along with a list of all alternative facilities in the geographical area which could possibly fit the needs of the affected employee.

The requesting employee will then be informed by his/her Principal Facility Representative and the Air Traffic Manager jointly, as soon as possible after receiving the final determination. Transfers under this Article shall not be constrained by any release policies; however release under this Article shall not negatively impact employees who have already received release dates. Transfers under this Article shall not be eligible to receive any permanent change of station benefits. If the Agency determines that the request cannot be accommodated due to staffing, the request will remain active for fifteen (15) months and reviewed every six (6) months by the Parties at the Service Area. After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request.

Section 7. If the employee does not accept one of the alternatives, the response shall be documented and placed in the employee's hardship request file. The employee's original request will be held for fifteen (15) months and reviewed by the ATO Service Area Director and NATCA Regional Vice President every six (6) months. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis. Target Service Areas are required to "date/time stamp" all hardship applications in order to properly track this provision.

Section 8. Applications under this Article will remain active for a period of fifteen (15) months from the date of final determination at the originating

Service Area. 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. Any changes thereto will be in accordance with Article 7 of this Agreement.

Section 3. The Agency shall comply with its own regulations governing personnel policies and practices and general conditions of employment.

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 one thousand (1000) 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 of any law or action of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

ARTICLE 105
GROUND RULES

Section 1. Within one hundred eighty (180) days prior to the expiration of this Agreement and upon request of either Party, the Parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating the existing Collective Bargaining Agreement.

ARTICLE 106
DURATION

Section 1. Subject to member ratification, this Agreement shall remain in effect for a period of sixty (60) months from the effective date of this Agreement 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. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

ARTICLE 107
LEGISLATIVE ACTIVITIES

Section 1. Once annually, absent an emergency or other special circumstance, a block of one hundred and forty-four (144) hours of official time shall be granted to the Union for its National legislative representatives' participation in activities related to Lobby Week.

Section 2. The Union shall provide the Agency at least thirty (30) days written notice indicating the date(s) and the names of those Union officials who will be utilizing this grant of time.

Section 3. The granting of this time shall take precedence over the approval of pending annual leave requests for the date(s) requested.

ARTICLE 108

PAY

Section 1. The express terms of this Article apply to air traffic control specialists (ATCS) and traffic management coordinators/specialists (TMC/TMS) bargaining units. NOTAM specialists shall remain in their present pay system and be governed by the FAA Core Compensation Plan rules. These pay rules supersede all previous Agreements regarding pay. These include, but are not limited to, the Pay and Reclassification Rules MOU, Controller Incentive Pay (CIP) MOU and Hardship/Transfer MOU. Any pay matter not specifically addressed in this Article shall be covered by Agency directives.

Section 2. Air Traffic Specialized Pay Plan (ATSPP) pay bands in the attached table are based on air traffic control (ATC) levels on the effective date of this Agreement. This table shall only be adjusted in accordance with Section 7 of this Article. The ATC levels have been established by the Agency using a classification formula that computes a Classification Index (CI) for each air traffic facility in terminals and en route centers. The Agency retains the right, using the classification index, to apply this formula to individual areas of specialization within a particular facility. Should the Agency elect to change/modify the formula for the CI, any bargaining obligation created by such change will be handled in accordance with Article 7 of this Agreement. Traffic management specialists located in the Air Traffic Control System Command Center (ATCSCC) shall be classified as per the attached table, until an ATCSCC classification standard is developed by the Agency.

Section 3. All employees in the AT Pay Plan on the effective date of this Agreement shall be converted to the appropriate/corresponding ATSPP pay band based on their facility's ATC level on the date this agreement becomes effective. Any employee whose base pay exceeds the pay band maximum for his/her facility shall retain their current base pay.

a. Developmentals in the AT Pay Plan on the effective date of this Agreement shall progress through the Developmental Pay Progression stages (D1 through CPC); however, in no event shall their pay exceed the maximum of the ATSPP pay band for their respective facility.

b. CPCs-In-Training (CPCs-IT), TMCs-In-Training (TMCs-IT) and TMSs-In-Training (TMSs-IT) in the AT Pay Plan on the effective date of this Agreement shall receive the remaining portion of the "stored amount" when they become fully certified in their new facility, up to the maximum of the ATSPP pay band for that facility; however, in no event shall their pay exceed the maximum of the ATSPP pay band for their respective facility.

Section 4. A new hire or rehire, whether or not they are required to attend the Mike Monroney Aeronautical Center will have their base pay set at the AG Band upon the effective date of their appointment to their facility of record.

Section 5. All new hires, rehires or employees transferring after the effective date of this Agreement will transition through the applicable Developmental Pay Progression stages as outlined by Agency directives. For pay setting purposes, employees will be paid the following percentages of the difference between their current pay and their projected base pay as they successfully complete each stage. Developmental-1 (D1) shall be 25%, Developmental-2 (D2) shall be 50%, Developmental-3 (D3) shall be 75% and CPC shall be 100% or band minimum, whichever is greater.

Failure to achieve certification or to meet probationary period requirements may result in termination of employment in accordance with Agency directives. Should the employee be terminated and subsequently rehired, their base pay will be set at the AG Band with subsequent increases earned in accordance with Section 4, as if this were their first facility in the Agency.

Section 6. The following rules apply to bids, voluntary and involuntary transfers to any Bargaining Unit position covered by this Article:

a. For bids, voluntary and involuntary transfers to a higher ATC level facility/area, the Agency may increase the base pay from 0% to 15% upon certification in their new facility/area. At a minimum the increase shall be to the bottom of the new pay band. Base pay remains unchanged until the Developmental Pay Progression stages (D1, D2, D3 and CPC/TMC/TMS) identified in Section 5 above are met. An employee's base pay

shall not exceed the top of the ATSPP pay band of their new facility.

b. For bids and voluntary transfers to a lower or same ATC level facility/area, base pay remains unchanged provided it falls within the new ATSPP pay band. If current base pay is higher than the top of the new ATSPP pay band, base pay shall be set at the top of the new band.

c. For involuntary transfers, through no fault of the employee, (i.e. directed reassignment) to the same or lower ATC level facility/area, base pay remains unchanged. Future increases will be in accordance with Section 8 of this Article.

d. Failure to achieve full certification may result in termination of employment in accordance with Agency directives. If the employee fails to achieve full certification and is retained by the Agency, pay will be set as follows:

   (1) If the employee is subsequently placed in the same level facility/area in which they were previously certified, their base pay will be set as though the employee never left their original facility/area.

   (2) If the employee is placed in a lower level facility/area than where the employee was previously certified, base pay will be set as though they never left their original facility; however, pay shall not exceed the top of the ATSPP pay band for the employee's new facility/area.

Nothing in this Section shall preclude the Agency from utilizing any tools to attract qualified candidates, including but not limited to allowing former Air Traffic Pay Plan employees, whose pay exceeds the ATSPP pay band, to continue to remain above the pay band. These incentives shall be contained in the vacancy announcement, if applicable.

Section 7. Pay bands shall only be adjusted in accordance with the Core Compensation Plan.

Section 8. The Organizational Success Increase (OSI) is an annual performance pay increase granted to employees, based on how well the Agency meets its performance goals. The OSI is administered in accordance with this Article and the Core Compensation Plan.

a. After the end of the performance year, the Administrator assesses the performance of the Agency against the organizational goals and makes a final OSI determination. Based on the assessment, the Administrator will determine whether to grant the entire available OSI pool for total success or a portion of the pool for partial success as the final OSI.

b. An OSI will be added to base pay on a date determined by the Administrator. If the employee's base pay is at or above the band maximum, the OSI will be paid as a lump sum payment. If the OSI amount would cause the employee's base pay to exceed the band maximum, the employee will receive a base pay increase up to the band maximum and the remainder as a lump sum payment.

c. The following employees are ineligible for an OSI. Employees that:

   (1) have less than 90 days in a pay status with the FAA in the performance year.

   (2) were on an Opportunity to Demonstrate Performance (ODP) at the end of the performance year.

   (3) were unsuccessful in completing an ODP during the performance year.

   (4) received an unsuccessful performance rating.

   (5) received a suspension, reduction in grade or pay for conduct or performance, or issued a removal decision letter during the performance year.

   (6) were decertified as a result of a performance deficiency during the performance year.

Section 9. The Superior Contribution Increase (SCI) is an additional increase to pay available to employees who provide superior contributions and accomplishments to the organization. The SCI is administered in accordance with this Article and the Core Compensation Plan. The SCI will be added to an employee's pay on a date determined by the Administrator after the OSI is paid. The SCI amount will be based on the employee's base pay rate in effect prior to computation of that performance year's OSI. OSI and SCI payments will not be compounded. If the SCI amount would cause the employee's base pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment. If the employee's base pay is at or above the band maximum, the SCI will be paid as a lump sum payment.

a. The Agency will identify which employees will receive an SCI using the criteria in the Agency's Core Compensation Plan. The process for evaluating employees will include an opportunity for employees to provide input.

b. After the end of the performance year, management will assess the performance of each employee and make a final SCI determination. Based on the assessment, the SCI will be awarded in accordance with Agency directives.

c. The following employees are ineligible for an SCI. Employees that:

   (1) have less than 90 days in a pay status with the FAA in the performance year.

   (2) were on an Opportunity to Demonstrate Performance (ODP) at the end of the performance year.

   (3) were unsuccessful in completing an ODP during the performance year.

   (4) received an unsuccessful performance rating.

   (5) received a suspension, reduction in grade or pay for conduct or performance, or issued a removal decision letter during the performance year.

   (6) were decertified as a result of a performance deficiency during the performance year.

Section 10. Raising Facility/Area Classification Levels. Bargaining unit employees in a facility/area that is upgraded will have their base pay increased by four percent (4%) for each level the facility is raised, or to the new pay band minimum, whichever is greater. Developmentals and CPCs-IT, TMCs-IT and TMSs-IT in a facility/area that is upgraded will have their current developmental pay set increased by 4% per level and subsequent developmental pay sets will be recalculated to correspond with the new pay level. An employee already within his/her ATSPP pay band shall receive the increases as stated above, however they may not exceed the maximum of their new ATSPP pay band. Employees that are already above the new ATSPP pay bands prior to the upgrade shall not receive an increase.

Section 11. Lowering Facility/Area Classification Levels. Bargaining unit employees in a facility/area that is downgraded whose base pay is above the new ATSPP pay band in a facility/area that is downgraded will have their base pay decreased by 4% for each level the facility is lowered, or to the top of the new band, whichever provides the employee with the greater base pay. Developmentals and CPCs-IT, TMCs-IT and TMSs-IT whose base pay exceeds the top of the new ATSPP pay band will have their base pay decreased by 4% for each level the facility is lowered or to the top of the new band, whichever provides the employee with the greater base pay. For developmentals, CPCs-IT, TMCs-IT and TMSs-IT whose base pay fits within the new ATSPP pay band, subsequent movement through the developmental levels will be set based on the new pay band level of the facility/area, not to exceed the top of the new pay band.

Section 12. On the effective date of this Agreement CIP will be phased out. Bargaining unit employees receiving CIP will have their percentages reduced by the following, where the "year one (1) percentage" is defined as the applicable CIP percentage received in the pay period immediately preceding the first full pay period of January 2007:

First full pay period of January 2007 – 20% of the year one (1) percentage

First full pay period of January 2008 – 40% of the year one (1) percentage

First full pay period of January 2009 – 60% of the year one (1) percentage

First full pay period of January 2010 – 80% of the year one (1) percentage

First full pay period of January 2011 – CIP terminated

Employees not receiving CIP on the effective date of this Agreement will not be eligible to receive CIP. An employee receiving CIP will lose any remaining percentage(s) if the employee transfers to another facility.

Training Progression Requirements

Air Traffic Specialized Pay Plan

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

ATC Level	Career Level	Tower	Tracon or Combined Tracon	Combined Tower/Tracon	Center/Center Oceanic	Combined Control Facility
ATC-8	Developmental-1	N/A	N/A	N/A	N/A	FD + 25% of All Other Positions
	Developmental-2	FD + 33% of All Other Positions	FD + 33% of All Other Positions	FD + 33% of All Other Positions	N/A	FD + 50% of All Other Positions
	Developmental-3	FD + 66% of All Other Positions	FD + 66% of All Other Positions	FD + 66% of All Other Positions	N/A	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	All Positions
ATC-9	Developmental-1	N/A	N/A	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions
	Developmental-2	FD + 33% of All Other Positions	FD + 33% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions
	Developmental-3	FD + 66% of All Other Positions	FD + 66% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions
ATC-10	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions

ATC Level	Career Level	Tower	Tracon or Combined Tracon	Combined Tower/Tracon	Center/Center Oceanic	Combined Control Facility
ATC-11	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions
ATC-12	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	N/A
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	N/A
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	N/A
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	N/A

ATCSCC

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

Note: Where references to one-half, one-third, etc., are made, the developmental controller must certify on **at least** the number of positions indicated in order to progress to the next developmental level or to CPC. The intent of the different percentages of positions is to establish a minimum number of positions to be met or exceed before progressing to the next level.

Air Traffic Specialized Pay Plan

Pay Bands

	Code ATC Level		Dx 4	Ex 5	Fx 6	Gx 7	Hx 8	Ix 9	Jx 10	Kx 11	Lx 12
CPC/TMC/TMS	xH	Maximum Minimum	$50,050 $37,200	$50,050 $37,200	$57,600 $44,750	$62,650 $45,300	$70,200 $52,850	$78,050 $55,200	$85,600 $62,750	$96,950 $67,400	$104,500 $74,950
D3	xG	Maximum Minimum 75%	$37,200 $35,825	$37,200 $35,825	$44,750 $41,488	$45,300 $41,900	$52,850 $47,563	$55,200 $49,325	$62,750 $54,988	$67,400 $58,475	$74,950 $64,138
D2	xF	Maximum Minimum 50%	N/A N/A	N/A N/A	$41,488 $38,225	$41,900 $38,500	$47,563 $42,275	$49,325 $43,450	$54,988 $47,225	$58,475 $49,550	$64,138 $53,325
D1	xD	Maximum Minimum 25%	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	$43,450 $37,575	$47,225 $39,463	$49,550 $40,625	$53,325 $42,513
AG	xC		$31,700	$31,700	$31,700	$31,700	$31,700	$31,700	$31,700	$31,700	$31,700

ARTICLE 109

WAIVER OF OVERPAYMENTS

Section 1. An employee may request a waiver of an erroneous payment of pay or allowances or of travel, transportation or relocation allowances in accordance with FAA Order 2770.2.

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.

Appendix 1

AIR TRAFFIC CONTROLLER UNIT FLRA CERTIFICATION

FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
(Activity)

and

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

Case No. 3-RO-70004

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

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

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

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

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

Federal Labor Relations Authority

Jesse Reuben
Regional Director

Dated: June 19, 1987

Washington Region III

UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
(Agency)

and

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

Case No. WA-RP-00106

AMENDMENT OF CERTIFICATION

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

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

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

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

UNIT:

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

Excluded: All facility staff positions (traffic management coordinators, training specialists, quality assurance specialists, automation specialists, quality assurance/training specialists, military operations specialists, ATREP /military coordinators, oceanic planners, airspace and procedures specialists, plans and procedures specialists and program specialists); students assigned to initial academy training;

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

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

Dated: November 30, 2000

Regional Director
Washington Region

Attachment: Service Sheet

Appendix 2

TRAFFIC MANAGEMENT UNIT FLRA CERTIFICATION

FEDERAL LABOR RELATIONS AUTHORITY
DENVER REGION
DENVER, COLORADO

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC
Activity

and

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

Case No. WA-RP-00020

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO

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

UNIT:

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

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

FEDERAL LABOR RELATIONS AUTHORITY

Marjorie K. Thompson
Regional Director - Denver Region

Dated: May 25, 2000

Attachment: Service Sheet

Appendix 3

NOTAM UNIT FLRA CERTIFICATION

UNITED STATES OF AMERICA

BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
U.S. NOTAM OFFICE
(Activity)
And

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

CASE NO. WA-RP-90032

CERTIFICATION OF REPRESENTATIVE

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

Pursuant to authority vested in the undersigned,

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

UNIT:

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

FLRA Form 28
(Rev. 1/96)

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

FEDERAL LABOR RELATIONS AUTHORITY

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

Dated: March 23, 1999
Attachment: Service Sheet

Appendix 4

OFFICIAL TIME USAGE REPORTING FORM

Official Time Usage Record

Enter the amount of official time used for the category indicated.

a. 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;

HOURS: _____

b. 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.

HOURS: _____

c. 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 pro-complaint, but not part of any formal ADR process.

HOURS: _____

d. 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).

HOURS: _____

_____	_____	_____
Signature	Date	PP

Appendix 5

LETTER OF AGREEMENT

LETTER OF AGREEMENT

The Parties agree, the following agreements shall remain in full force & effect after the implementation of a successor to the Parties Collective Bargaining Agreement, dated September 2003:

1. Smoking Settlement Agreement, dated October 8, 1992
2. RTF Training, dated March 11 and March 14, 1994
3. Asbestos Release at Binghamton, dated April 10, 1995
4. Sexual Orientation Discrimination, dated December 9, 1998
5. EEO Mediation, dated July 24, 2000
6. ATOP, Build 2, dated April 26, 2005

Signed this 22nd day of February, 2006

23rd

Barry Krasner, NATCA Chief Negotiator	Joseph Miniace, FAA Chief Negotiator

Negotiating Teams

FAA:

Joe Miniace	Deputy Assistant Administrator, Human Resources Management
Rick Ducharme	Director, Eastern Terminal Service Unit
Donald Smith	System Support Group Manager, Central Service Area
Walt Cochran	Safety Assurance Group Manager, Eastern Service Area
Fred Ashendorf	SUPCOM National Chairman Front Line Manager, New York ARTCC
Terry Biggio	Acting Air Traffic Manager, Boston ARTCC
H Michael Brown	Air Traffic Manager, Baltimore ATCT
Debbie Christianson	Management & Program Analyst, Headquarters
Ayisha Dabre	Manager, Financial Analysis, ATO-F, Headquarters
Richard Gutterud	Traffic Management Officer, Southern California TRACON
Dawn Holst	Air Traffic Manager, Northern Lights Hub
Carol McCrarey	Labor Relations Specialist, Headquarters
Brian Romer	Air Traffic Manager, Motown Hub
Barry Sill	Air Traffic Manager, Lindbergh ATCT

NATCA:

Barry Krasner	Air Traffic Control Specialist, New York TRACON
Bob Taylor	Director of Labor Relations
Jay Barrett	Air Traffic Control Specialist, Miami ATCT
Eugene Freedman	Policy Counsel
Joe Fruscella	Air Traffic Control Specialist, St. Louis TRACON
Ray Gibbons	Air Traffic Control Specialist, Chicago TRACON
Don Hill	Air Traffic Control Specialist, Daytona Beach ATCT
Mike Hull	Air Traffic Control Specialist, Southern California TRACON
Adell Humphreys	Chief of Staff
Dean Iacopelli	Air Traffic Control Specialist, New York TRACON
Dave Levesque	Air Traffic Control Specialist, Anchorage ARTCC
Mike Robicheau	Air Traffic Control Specialist, Boston ARTCC
Jeff Walukonis	Air Traffic Control Specialist, Jacksonville ARTCC
Bryan Zilonis	Air Traffic Control Specialist, Chicago ARTCC

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