

Agreement
between the
**National Air Traffic Controllers Association
AFL-CIO**
and the
**Federal Aviation Administration
U.S. Department of Transportation**
October 2009



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 D). 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 E), and NOTAM Specialists at the ATCSCC, as certified by the FLRA on March 23, 1999 (Appendix F).

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

Section 3. The Union may designate one (1) Principal Facility Representative and one (1) designee for each facility. Only the Principal Facility Representative and/or a designee may deal with the Air Traffic Manager and/or a designee. The Union may designate one (1) representative and one (1) designee for each team, crew, group or area, including the NOTAM Office and the traffic management unit, as appropriate in each facility. On each tour of duty, the Union may designate one (1) representative to deal with first and second-

level supervisors. At the tour representative's option, he/she may designate an alternate to act on his/her behalf in dealing with first and second-level supervisors. The designation of all Agency and Union representatives shall be in writing.

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

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

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

Section 7. The normal point of contact at the regional level shall be the appropriate Service Area Director for the affected facility(s) or a designee and the Union Regional Vice President or a designee. The normal point of contact at the regional level for ATCSCC issues

shall be the Director, System Operations, AJR, or a designee and the Union's Regional Vice President or a designee.

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

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

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

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

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

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

Section 14. The Principal Facility Representative or a designee will be granted sixteen (16) hours of official time to receive orientation on the meaning of the Articles 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.

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

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

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

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

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

Principal Facility Representatives may delegate their official time to Union designees at their facility. Should a Principal Facility Representative elect to delegate his/her official time, such delegation shall be made in writing to the facility manager or a designee and shall include; the name of the Union designee and the number of hours delegated.

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

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

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

Section 16. Union representatives shall record, via the Agency's automated official time tracking system, the appropriate category into which the use of all such official time falls as defined below. Upon review of the data if it is determined the time is not being recorded accurately, the Parties agree to meet at the national level to resolve the problem.

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

Mid-Term Negotiations: Includes time used by Union representatives for, or in preparation for, negotiations occurring during the term of that agreement (i.e. mid-term bargaining). This category includes both interest-based and position-based negotiations. FMCS, FSIP, and interest arbitration services are also included in this category.

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

General Labor-Management Relationship: Official time authorized for representational functions in connection with all other activities

not covered by the categories of Negotiations and Dispute Resolution. This category might include labor-management committees, partnership activities where the Union is represented, consultation, pre-decisional meetings, walk-around time for OSHA inspections, labor relations training for Union representatives, and formal and Weingarten-type meetings under 5 USC 7114(a)(2)(A) and (B).

Section 17. 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 to attend (including travel time) the Union's annual convention. At facilities with more than one hundred (100) members, one (1) additional delegate shall be granted such leave for each additional fifty (50) Union members. The Agency may grant LWOP to attend the Union's convention.
- b. Leave requests under this Section shall be submitted prior to the leave bidding process identified in Article 24 for the upcoming year. Any questions regarding the number of Union members shall be resolved using dues withholding figures pursuant to Article 11 of this Agreement. The granting of this time shall take precedence over the granting of requested leave to other bargaining unit employees for the date(s) indicated. In the event the Union changes delegate(s), the time granted under this Section may be transferred to the new delegate(s) within the facility.

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

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

ARTICLE 3

RIGHTS OF UNION OFFICIALS

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

Section 2. Each Regional Vice President (RVP) of the Union shall be granted eighty (80) hours of official time per pay period to perform the representational duties of the office.

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

Written notice of delegation of official time granted under this Article shall be made to the ATO Technical Labor Liaison Office, via e-mail to 9-AWA-AHR-OfficialTime@FAA.GOV and shall include: the name of the Union designee and the number of hours delegated. When the delegation is for a specific date and the need is known and communicated a minimum of eight (8) days in advance, the delegation shall be approved as specifically requested. If the delegation is made with less than eight (8) days notice it shall be approved absent an emergency or other special circumstance.

Section 3. The Union shall be granted the following amounts of official time for use by Alternate Regional Vice Presidents (ARVP):

- a. Three (3) Regions will receive forty (40) hours per pay period.

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

Within thirty (30) days of the signing of this Agreement, the Union at the national level will provide written notification to the Agency as to the distribution of the ARVP official time for the life of this Agreement. The official time granted under this Section 3 for use by ARVP may not be delegated.

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

Section 4. Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility to which he/she was assigned prior to his/her assuming LWOP status. In the event there is a reduction-in-force at that facility while the Union official is in a LWOP status, the Union official's future duty status and duty location shall be determined in accordance with Article 47 of this Agreement. By mutual agreement between the Union official and his/her employing ATO Service Area official, he/she may be returned to a duty station other than the duty station to which he/she was assigned prior to his/her assuming LWOP status.

Section 5. Upon written notice to the Agency that 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 6. An employee who is placed on LWOP while acting in an official capacity on behalf of the Union shall be entitled to all such continued benefits, including participation in the Federal retirement program, as provided in applicable laws and regulations.

Section 7. Basic pay of national and regional Union officials who are elected or appointed to serve in an official capacity as a representative of the Union, and who have been granted LWOP under this Article, shall be set as though the employee never left the applicable CPC pay band of their assigned facility of record, accruing all annual increases to which he/she would have been entitled.

ARTICLE 4 EMPLOYEE RIGHTS

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

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

statement of the nexus between the off-duty misconduct and the efficiency of the service.

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

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

Section 5. Employees shall not be subjected to prohibited personnel practices as follows:

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

- i. discriminate for or against any employee or applicant for employment, on the basis of:
 - race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964 (42 USC 2000e-16);
 - age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC 631, 633a);
 - sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC 206(d));
 - handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 USC 791); or
 - marital status, sexual orientation, or political affiliation, as prohibited under any law, rule, or regulation;
- ii. coerce the political activity of any person (including the providing of any political contribution or service) or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;
- iii. deceive or willfully obstruct any person to withdraw with respect to such person's right to compete for employment;
- iv. influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;
- v. grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;

- vi. take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of:
- any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences: a violation of any law, rule or regulation; gross mismanagement, a gross waste of funds, an abuse of authority; or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law, and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or
 - any disclosure to the Special Counsel or to the Inspector General of an Agency, or another employee designated by the head of the Agency to receive such disclosures of information which the employee or applicant reasonably believes evidences a violation of any law, rule, or regulation, or gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;
- vii. to take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:
- the exercise of any appeal, complaint, or grievance right granted by law, rule, or regulation;
 - testifying for or otherwise lawfully assisting of any individual in the exercise of any right referred to in this section;

- cooperating with or disclosing information to the Inspector General of any Agency, or the Special Counsel, in accordance with applicable provision of the law; or
 - for refusing to obey an order that would require the individual to violate a law;
- viii. discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an Agency from taking into account, in determining suitability or fitness, any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or the United States; or
- ix. take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation, implementing or directly concerning, the merit system principles contained in this Section.
- (b) Section 4(a) shall not be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.
- i. The head of each line of business or staff organization shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other aspects of personnel management. Any individual to whom the head of a line of business or staff organization delegates authority for personnel management, or for any aspect thereof, shall be similarly responsible within the limits of the delegation.

- ii. This section shall not be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to an employee or applicant for employment in the civil service under:
- Section 717 of the Civil Rights Act of 1964 (42 USC 2000e-16), prohibiting discrimination on the basis of race, color, religion, sex, or national origin;
 - Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC 631, 633a), prohibiting discrimination on the basis of age;
 - Section 6(d) of the Fair Labor Standards Act of 1938 (29 USC 206 (d)), prohibiting discrimination on the basis of sex;
 - Section 501 of the Rehabilitation Act of 1973 (29 USC 791), prohibiting discrimination on the basis of handicapping condition; or
 - the provision of any law, rule, or regulation prohibiting discrimination on the basis of marital status, sexual orientation, or political affiliation.

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

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

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

Section 9. Radios, television sets, appropriate magazines/publications, pagers/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. The operation of weather radios shall be permitted in operational areas.

Section 10. 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 11. Any bargaining unit employee authorized by the Agency to attend any meetings scheduled by the Agency away from the facility shall be entitled to duty time, travel and per diem allowances, if applicable.

Section 12. There shall be no prohibition on the approval of an employee’s LWOP request based solely on the employee having other types of leave accrued.

Section 13. Employees covered by this Agreement shall not have their reassignment unreasonably denied or delayed pending employee records/files (medical, security, OPF/EPF, or other DOT/FAA files) review and/or transfer or for inter-service area budgetary constraints.

ARTICLE 5

MANAGEMENT RIGHTS

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

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency
 - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) in accordance with applicable laws
 - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency's operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from –
 - i. among properly ranked and certified candidates for promotions; or
 - ii. any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude the Employer and the Union 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 his/her job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

Section 3. As specifically provided under 5 USC 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Agency shall advise the Union at the corresponding level, in advance, of the subject matter.

Section 4. By mutual consent of the Agency, employee, and the Union, if requested by the employee, discussions under Section 1 of this Article may be accomplished by telephone. By mutual consent of the Agency, employee(s) and the Union, discussions under Section 3 of this Article may be accomplished by telephone.

Section 5. A Union representative, while performing his/her representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an

investigation, unless the confidentiality of the conversation with that employee is waived by the representative, or an overriding need for the information is established.

ARTICLE 7

MID-TERM BARGAINING

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

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

meeting or submit written proposals within the prescribed time period, the Agency may implement the change as proposed.

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

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

Section 5. The Union may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not expressly covered by this Agreement in accordance with the Federal Service Labor-Management Relations Statute. When the Agency has received a written proposal from the Union, if required, a meeting will be scheduled within fifteen (15) days to review the Union's proposal. The Agency may submit written counter proposals within thirty (30) days of the Union's proposal. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, or the Agency fails to respond, the provisions of Section 3 of this Article shall apply.

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

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

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

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

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

ARTICLE 8

PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g. grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early and open exchange of information is essential to clearly address the

concerns or reservations of each Party. Therefore, the Parties are encouraged to use the provisions of this Article to seek resolution of problems through a proactive approach before resorting to other avenues of dispute resolution.

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

- a. When a complaint/problem/concern arises, the employee, Union or Agency may notify the other affected Parties within ten (10) days of the event giving rise to the complaint/problem/concern. A meeting will be held within ten (10) days of notification, which will include the bargaining unit employee(s), the appropriate local Union representative and appropriate management representative.
- b. The purpose of the meeting is to allow the employee, the Union and the Agency to freely present, receive and/or exchange information and their views on the situation.
- c. The Parties shall try to find an opportunity for problem resolution and, if one arises, it will be, with mutual agreement, acted upon.
- d. If the matter relates to pending discipline, disciplinary action will not be issued during the meeting.
- e. If the Parties are unable to resolve the issue under this Article, the Agency shall render a decision within ten (10) days of the meeting. Once the decision has been rendered, and if appropriate, the employee may proceed with Article 9, Section 7, Step 1. Upon request, the provisions of Article 9, Section 7, Step 1, will be waived and the Parties will proceed under the provisions of Article 9, Section 7, Step 2, to resolve their complaint/problem/concern. The Agency or Union may proceed with Article 9, Section 7, Step 2. The time limits in Article 9 begin when the decision is rendered.

- f. This basic format may be modified with the written agreement of the Parties at the local level.
- g. This Article shall not diminish the Agency's right to discipline, where otherwise appropriate, nor shall the rights of the Union or the employee be affected by this Article.

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

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

ARTICLE 9 GRIEVANCE PROCEDURE

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

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

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

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

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

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

Section 4. An employee, who believes that discriminatory practices have resulted in a prohibited personnel practice/action, as set forth in Article 4 of this Agreement and applicable statutes, regulations or orders/directives, shall have the option of utilizing this grievance procedure or any other procedures available in law or regulation, but not both.

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

Section 6. Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee covered by this procedure may present grievances without the assistance of the exclusive

representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 7. Grievance Procedures:

In the case of grievances concerning disciplinary/adverse actions, the Union may elect to utilize the procedures of Section 7 or Section 11. Grievances concerning disciplinary/adverse actions filed by the Union or the employee under Section 7 should be submitted beginning with Step 2, rather than Step 1, no later than twenty (20) calendar days after the effective date of the disciplinary/adverse action.

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

Grievance(s) shall include:

- a. Date of alleged violation and date submitted;
- b. Name of the grievant;
- c. The name of his/her Union representative;

- d. Issue(s)/subject;
- e. Statement of facts and description of dispute;
- f. Alleged contractual provision(s) violated. This is not meant to be all inclusive;
- g. Remedy sought;
- h. Whether or not a meeting is requested.

Step 1. An aggrieved employee's grievance shall be submitted, in writing, to his/her immediate supervisor (who may be the Air Traffic Manager) within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. If the employee's immediate supervisor is not on duty, the employee may submit the grievance to any agent of management who is on duty during the employee's shift. If requested, the agent shall sign for receipt of the grievance.

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

All settlement agreements shall be reduced to writing.

Step 2. If the employee or the Union is not satisfied with the Step 1 answer, the grievance may be submitted to the Air Traffic Manager,

District Manager, Traffic Management Officer (TMO)/Manager ATCSCC, or corresponding level as appropriate for Union or Agency initiated grievances at this Step, within twenty (20) calendar days following the receipt of the answer or the day the answer was due. In those facilities where the Air Traffic Manager is also the supervisor, the District Manager or his/her designee shall be the official to hear the grievance at this Step. In such cases, the grievance may be submitted through the Air Traffic Manager. If requested, the appropriate Agency official at the corresponding level or his/her designee as appropriate, shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally at a mutually agreeable time in a location that affords privacy. The employee and his/her representative shall be given a reasonable amount of duty time to present the grievance. The Agency Step 2 deciding official shall answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. If the grievance is denied, the reasons for denial will be in the written response.

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

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

All settlement agreements shall be reduced to writing.

Step 3. If the Union is not satisfied with the Step 2 decision, the Union at the national level may, within thirty (30) calendar days following receipt of the Step 2 decision or the date the answer was due, notify the Director, Office of Labor and Employee Relations,

that it desires the matter be submitted to arbitration. Such notification shall be via certified mail or other similar system that requires a signature upon receipt.

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

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

Section 8. Pre-Arbitration Review:

- a. Unless mutually agreed otherwise, at least once quarterly, for a period of three (3) consecutive days, at a mutually agreeable time and place, the Union's Regional Vice President or his/her designee and up to four (4) additional Union representatives chosen by the Union shall meet with the designees of the Agency, to discuss and attempt to resolve grievances pending after review at Section 7, Step 2 of this procedure. No later than thirty (30) days prior to the meeting, the Union shall make every reasonable effort to provide the Agency the names of the designated representatives.
- b. Two (2) Union representatives shall be granted official time under this Section to participate in the PAR for the Eastern, Southern, Great Lakes, Western Pacific and Southwest Regions.

One (1) Union representative shall be granted official time under this Section to participate in the PAR for the Alaska, New England, Northwest Mountain and Central Regions.

- c. No later than thirty (30) days prior to the scheduled PAR meeting, the Union's Regional Vice President and Agency's Regional Manager, Labor Relations, or designees, shall meet to identify the grievances pending PAR and the order they will be discussed at the PAR meeting. Order shall be determined by the Union. Disputes regarding whether a grievance is pending does not waive the Union's right to request arbitration of that grievance. Grievances not adjudicated or discussed during the PAR meeting may not be held in abeyance.
- d. Within sixty (60) days from the effective date of this Agreement, the Parties at the regional level shall meet for the purpose of selecting a panel of three (3) mediators/arbitrators to serve as neutral evaluators in the PAR process. The panel shall be mutually selected and agreed upon. The neutral evaluator shall be present with the Parties during the duration of the PAR meeting. The neutral evaluator's fees and expenses incurred under this process shall be borne equally by the Parties.

Unless mutually agreed otherwise, there shall be no more than two (2) designees for each Party at the table presenting grievances for neutral evaluation. Proceedings before the neutral evaluator shall be informal in nature. The presentation of documentation is allowed during the PAR. Copies of documentation used shall be provided to the other Party. Formal rules of evidence will not apply, and no transcript of the neutral evaluation meeting shall be made. The Parties further understand that:

- (1) the PAR meeting is not a hearing,

- (2) the evaluator is not acting in the capacity of judge or arbitrator,
 - (3) the neutral evaluator will not act in the capacity of a judge or arbitrator in the subject grievance at any time in the future,
 - (4) the evaluator's opinions are not binding on any Party and any settlement reached will be only by the mutual consent of the Parties, and
 - (5) the Parties retain their rights to binding arbitration if they do not reach a settlement. The Parties also reserve the right, at any time during this process, to settle, withdraw or sustain the grievance. By mutual agreement, the Parties may choose to exclude a grievance from the PAR process. Agreement to exclude a grievance does not waive the Union's right to appeal the grievance to arbitration in accordance with Section 9 of this Agreement.
- e. Questions as to whether or not a grievance is on a matter subject to the Parties' grievance procedure, or is subject to arbitration, shall be submitted to the evaluator for an opinion. If the Parties cannot agree with the evaluator's opinion on the threshold issue(s), the matter may be submitted to binding arbitration.
- f. During the PAR, the evaluator may address questions to the Parties. Each Party shall have an opportunity to present a brief oral statement not to exceed fifteen (15) minutes, of which a portion may be reserved for rebuttal.

The neutral evaluator shall issue an oral evaluation to the Parties advising them of his or her opinion as to the likely disposition of the grievance if it were to proceed to an arbitration hearing and the reasons therefore. Such opinion may include a candid

assessment of the strengths and weaknesses of the Parties' claims and defenses and suggested settlement options. The neutral evaluator's evaluation shall be reduced to writing, signed by the Parties and the neutral evaluator, and copies provided to the Parties. The Parties at the national level shall develop a standard form for this purpose.

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

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

- h. The PAR meeting is an expedited process designed to produce finality as to unresolved grievances. Normally, decisions by the Parties with respect to the neutral evaluator's recommendations will be rendered during the PAR meeting. However, either Party may request an extension, not to exceed five (5) business days. Failure to respond during that period shall constitute a rejection of the neutral evaluator's recommendation.
- i. For grievances not adjudicated at PAR, the Union at the national level may, within thirty (30) calendar days following

receipt of the decision or date the answer was due, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted to arbitration in accordance with Section 9 of this Article. Such notification shall be via certified mail or other similar system that requires a signature upon receipt.

Section 9. Arbitration

- a. The Parties shall create a national panel of ten (10) mutually agreeable arbitrators and a panel of ten (10) mutually agreeable arbitrators in each FAA region. Arbitrators selected for panels must also agree to hear expedited arbitration cases. Within sixty (60) days from the effective date of this Agreement, the Parties shall meet for the purpose of selecting arbitrators for the remainder of the current calendar year.
- b. An arbitrator on the panel may be removed from the list by either Party by giving a thirty (30) day written notice to the arbitrator with a copy to the other Party. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any case(s) already assigned to him/her. Additionally, the Parties may mutually agree to remove an arbitrator from the panel at any time. In any case where an arbitrator has been removed, another arbitrator shall be mutually selected to fill the vacancy.
- c. Within ten (10) calendar days after a request for arbitration, the Parties shall meet for the purpose of mutually selecting an arbitrator from the panel or by alternately striking names until one (1) remains. The Parties agree to cooperate in the scheduling process to ensure cases are heard as expeditiously as possible. As a general concept, cases shall be scheduled in order of receipt of the request. At the request of either Party, disciplinary/adverse action cases or those determined to be of

urgent nature shall be given priority. Once an arbitrator has been selected, the arbitrator will be contacted within seven (7) days for available dates. The Parties shall normally secure the first available mutually agreed upon date. The scheduling process shall normally be completed within thirty (30) days from the date of receipt of a request for arbitration. If, after requesting arbitration, the Union fails, for a period of one hundred eighty (180) days, to participate in the scheduling of a case before an arbitrator, any continuing liability shall be tolled. If, after requesting arbitration, the Union fails to participate in the scheduling of a case before an arbitrator for three hundred sixty (360) days, the grievance shall be deemed to have been withdrawn with prejudice. If the Agency fails to respond to the Union's request to schedule a case before an arbitrator within one hundred eighty (180) days, the grievance shall be considered to have been granted.

- d. For grievances filed under any section of this Article, once a date has been scheduled, any changes to scheduled hearing dates shall be mutually agreed upon by the Parties. In the event of a cancellation by the arbitrator, the moving Party may request the selection process be restarted in accordance with this Section. The grievance shall be heard at a site mutually agreeable to the Parties. In the event the Parties cannot agree on the date(s) or location, the arbitrator shall be contacted to make the decision.
- e. When the grievance is denied in full or sustained in full, the arbitrator's fees and expenses shall be borne by the Party that did not prevail. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses. In all other cases submitted for arbitration that are not sustained in full or denied in full, the arbitrator's fees and expenses of arbitration incurred shall be borne equally by the Parties.

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

Section 10. The Union advocate, if an employee of the FAA, shall be granted sixteen (16) hours of official time for preparation for the hearing. Additional release time may be granted, unless staffing and workload do not permit. Such time may be annual leave, leave without pay, or a combination thereof at the discretion of the employee. The grievant and/or the Union advocate shall be given a reasonable amount of official time to present the grievance. FAA employees who are called as witnesses shall be in a duty status, if otherwise in a duty status, including reasonable travel time. Absent an emergency, the Agency agrees to produce witnesses requested by the Union and adjust their schedules to allow them to appear in a duty status. The Parties will exchange lists of potential witnesses to an arbitration hearing fourteen (14) days prior to the scheduled hearing. Each Party shall bear the expense of its own witnesses who are not employed by the FAA. The arbitrator shall submit his/her decision to the Agency advocate and the Union advocate, as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding. If the Union advocate elects to submit a post hearing brief, the Union's case advocate, if an employee of the FAA, will be granted annual leave or leave without pay unless staffing and workload do not permit. Leave without pay shall not exceed twenty-four (24) hours for this purpose.

Section 11. Expedited Arbitration:

- a. If the Union at the national level elects to process a disciplinary/adverse action under this Section, rather than Section 7, it shall, within twenty (20) calendar days following the effective date of the disciplinary/adverse action, notify the Director, Office of Labor and Employee Relations, that it desires the matter be submitted directly to expedited arbitration. This request will include a completed grievance as described in Section 7. Within seven (7) calendar days after receipt of the request, arbitrators from the regional or national panel, as appropriate, shall be polled for available dates. Unless mutually agreed otherwise, the arbitrator with the first available date shall normally be used. In the event of a tie, an arbitrator shall be selected by alternately striking names until one (1) remains. The arbitrator shall issue a decision as soon as possible, but no later than twenty-one (21) calendar days after the hearing has been held. The necessity for transcripts or filing of briefs shall be determined on a case-by-case basis. The election of either Party to request a transcript and/or file a post-hearing brief shall not delay the time frame for the arbitrator to render his/her decision.
- b. In cases other than disciplinary/adverse actions, either Party at the national level may refer a particular grievance to expedited arbitration in lieu of the normal arbitration process in this Article. The Arbitrator selection process defined in Section 11a shall be used.

The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcripts, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible, but no later than five (5) calendar days after the official closing of the hearing unless otherwise agreed between the Parties. Determinations

as to whether expedited arbitration shall be utilized in cases other than disciplinary/adverse actions shall be based on the facts and circumstances of each case; however, only those grievances where the passage of time would preclude a remedy or result in irreparable harm are subject to this expedited procedure. Disagreements as to whether a grievance is appropriate for this expedited procedure shall be referred to the arbitrator for decision. Cases other than disciplinary/adverse action are subject to the grievance process prior to expedited arbitration.

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

Section 13. Failure of the moving Party to proceed with a grievance within any of the time limits specified in this procedure shall render the grievance void or settled on the basis of the last decision given by the respondent, unless an extension of time limits has been agreed upon. Failure of the respondent to render a decision or conduct a meeting within any time limits specified in this procedure shall entitle the moving Party to progress the grievance to the next step without a decision. Any time limits contained in this Article may be extended by mutual agreement of the Parties. A request for extension may be made orally, but approval must be in writing (including e-mail) and given within three (3) workdays after the request is made.

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

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

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

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

Section 18. Unless otherwise agreed at the national level, non-expedited arbitration decisions rendered at the regional level shall have precedential effect only within that region.

Section 19. The Parties agree, as a general rule, issues pending the grievance process shall be handled by the Parties at the appropriate levels as defined within this Agreement.

ARTICLE 10

DISCIPLINARY/ADVERSE ACTIONS

Section 1. This Article covers actions involving oral and written admonishments, written reprimands, suspensions, removals, reductions-in-grade or pay, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations. Involuntary reassignments will only be made to promote the efficiency of the service, and will not be made to discriminate or punish, or for any reason that would violate law, rule, regulation, or this Agreement.

This Article does not apply to the removal of probationers.

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

necessary to have taken an informal disciplinary measure before administering a formal measure.

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

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

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

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

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

- a. The Agency shall give the employee written notice proposing the action. The notice period shall be at least fifteen (15) days for disciplinary actions and at least thirty (30) days for adverse actions unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The notice must state the specific reasons for the action.

- b. The employee has the opportunity to reply to the notice orally and in writing within fifteen (15) days from the date the employee receives notice proposing the action. However, if the action is taken under the “crime provision” the employee is entitled to a reasonable amount of time but not less than seven (7) days to reply.
- c. The employee’s representative may participate in the employee’s oral reply.
- d. The Agency shall consider the employee’s reply, and then give the employee a written decision concerning the proposed action.

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

- a. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred with by a management representative who is in a higher position than the management representative who proposed the action. The decision may only be based on those instances of unacceptable performance which occurred within one (1) year prior to the date of the written notice described in Section 6a.
- b. If, because of performance improvements by the employee during the notice period the employee is not reduced in grade or removed, and the employee’s performance continues to be acceptable for one (1) year from the date of the written notice described in Section 6a, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from the employee’s Official Personnel File (OPF) and Employee Performance File (EPF).

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

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

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

Section 11. The employee and the Union representative shall be granted a reasonable amount of excused absence and official time of up to sixteen (16) hours, if otherwise in a duty status, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations, or suspensions; for preparation and presentation of answers to proposed actions under this Article. The timing of the grant of excused absence shall, to the maximum extent possible, be scheduled at the employee's convenience.

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

Section 13. Although not exhaustive, the Agency's Table of Penalties should be used, when applicable, as a guide to determine an

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

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

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

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

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

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

ARTICLE 11

DUES WITHHOLDING

Section 1. Payroll Deductions

- a. Pursuant to 5 USC 7115, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.
- b. The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's Standard Form 1187 (SF-1187), Request for Payroll Deductions for Labor Organizations, or as certified by the Union if the amount of regular dues has been changed as provided in Section 3b of this Article. A deduction of regular national dues shall be made every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.
- c. Dues deductions for payment of local dues under the terms and conditions contained in this Agreement for the withholding of national dues are also authorized. Local Union dues to be deducted each regular pay period shall be determined by the Local. A separate SF-1187 must be submitted to authorize such deduction. If the amount of regular local Union dues is changed by the local Union under the terms contained in this Agreement, the local Union will notify the appropriate servicing payroll office in writing that the amount of local dues has changed and will certify as to the new amount of local dues to be deducted each regular pay period. The local Union shall be responsible for notifying the appropriate servicing payroll office of the address where checks for local Union dues should be sent. Local Union dues shall be automatically terminated upon permanent

reassignment of an employee from the facility 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 1166 (SF-1166), Voucher and Schedule of Payments, for a single payment in the amount of the total accumulated deductions. In addition, the Agency's payroll system will generate and forward to the Union a detailed report by region listing each employee, the employee's address, and amount withheld in support of the amount remitted each pay period. The Agency's payroll system will also record accumulated year-to-date (pay year) totals for each individual's deductions and will

cease taking deductions when the amount deducted would cause the year-to-date total deduction to exceed \$5,000. 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 cancelling a voluntary deduction.
- b. In order of precedence, voluntary deductions for the Union will be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.
- c. Payroll processing centers will be responsible for cancelling and reestablishing the voluntary deduction when an employee transfers between payroll processing centers.

ARTICLE 13

**UNION PUBLICATIONS AND INFORMATION AND USE OF
AGENCY'S FACILITIES**

Section 1. The Agency shall provide a separate bulletin board for posting of Union materials at all air traffic facilities within the unit in non-work areas frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense. The Parties at the local level will determine the exact location and size of the Union bulletin board.

Union literature placed on the Union bulletin board must not:

- violate any laws or regulation;

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

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

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

Section 4. Within thirty (30) days after the implementation of the computer/network waiver process, the Parties will meet to discuss the applicability of the process to Union computers/networks in FAA facilities. Until such time, the Agency will suspend the removal of existing Union computers/networks.

Section 5. 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 6. In facilities where unused suitable space is available in non-work areas, the Union shall be permitted to use such space for the placement of file cabinets or other similar equipment. Such space may be an office if the Agency determines one is available. Should the space be required for other purposes new space arrangements shall be negotiated in accordance with Article 7 of this Agreement. The Agency shall make a reasonable effort to provide excess desks, chairs, file cabinets or other similar equipment for Union use. Any Union supplied equipment shall be subject to approval of the Agency in terms of suitability from the standpoint of decor.

Section 7. 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 8. The Agency shall provide lockers for all employees which are capable of being locked. The Agency agrees that, except where there is probable cause to suspect criminal activity, the Agency shall not inspect lockers unless the employee and a Union representative have been given the opportunity to be present.

Section 9. 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 10. 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 11. 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 12. The Agency shall provide mail slots/boxes for all employees. Employees shall not be required to share slots/boxes. The Union may place literature in the mail slots/boxes during non-work times.

Section 13. 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 has resigned, retired, or died. The Agency shall make every reasonable effort to notify the Principal Facility Representative, on or prior to the effective date of the action, whenever a bargaining unit employee is hired, transferred, promoted, or reassigned.

Section 2. Within thirty (30) days of the Union's request, the Agency shall furnish to the Union, at the 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 each pay period, the Agency shall furnish the Union's National Office with a computer disk or sent in an electronic format containing the following information concerning employees in the bargaining unit: Name, an identifying number unique to the individual, Entry on Duty (EOD) FAA Date, EOD Facility Date, FLSA Code, Work Schedule Code, year of birth, classification, title,

grade, basic pay, locality adjustment, facility, Service Computation Date (SCD), Statistical Specialty code, and region of assignment. This information shall also include information whenever a bargaining unit employee is hired, transferred, reassigned, or has resigned, retired or died. Within one hundred twenty (120) days from the signing of this Agreement, the Parties at the national level shall meet to determine the electronic format by which the data will be delivered.

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

ARTICLE 15

USE OF OFFICIAL GOVERNMENT TELEPHONES

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

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

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

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

Section 5. When an employee is in a travel status for two (2) or more consecutive nights, he/she will be authorized one (1) brief

call to his/her residence each day during non-duty periods on FTS service, if available. If FTS is not available, each employee will be reimbursed for no more than two (2) calls to his/her residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAA directives.

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

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

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

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

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

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

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

Management Specialists/Coordinators-in-Charge and NOTAM Specialists-in-Charge.

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

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

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

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

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

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

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

ARTICLE 19

HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS

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

- a. oral or written statements;
- b. conditions that the employee encountered;
- c. a synopsis of efforts made;
- d. other information which provides an explanation or which shows hazardous geological/weather conditions prevented the employee from reporting to the facility or compelled the employee to safeguard his or her family against such phenomena.

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

Section 3. When the Agency at the local level, after consulting with the Union, determines that hazardous geological/weather conditions exist or are imminent, on-duty bargaining unit employees shall

be released as soon as possible as staffing and workload permit. Volunteers to remain on duty shall be utilized to the extent possible.

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

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

Section 6. Issues arising from employees who chronically are unable to report to work during these conditions will be addressed utilizing the provisions of Articles 8 and 52 of this Agreement prior to more formal measures being initiated.

ARTICLE 20

PERFORMANCE STANDARDS AND APPRAISALS

Section 1. Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities in the position description. A copy shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document. Performance standards shall be applied uniformly throughout the bargaining unit.

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

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

Section 4. The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

Section 5. At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one (1) or more critical elements, the employee's supervisor shall notify the employee, in writing, of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The supervisor should also inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed. When the employee's performance is unacceptable, the Agency shall afford the employee a reasonable opportunity, in no case less than ninety (90) days, to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position.

As part of the employee's opportunity to demonstrate acceptable performance, the supervisor shall write a plan 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.

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

Section 6. The use of authorized official time and approved absences for labor relations and other activities shall not be a factor in employee performance appraisals.

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

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 and EPF shall be secured in a location consistent with applicable law and regulation. The employee and his/her designated representative are entitled to review his/her 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 law, rule, or regulation.

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. This shall normally be accomplished within thirty (30) days of the receipt of the request, except when the folder is needed elsewhere for official Agency business. In those cases, the employee will be notified why the file was not available. The employee and/or, upon his/her written authorization, his/her Union representative, will be permitted to examine the employee's folder/files, on duty time, if otherwise in a duty status, as forwarded to the facility, in the presence of a management official.

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

Section 5. Letters of Reprimand and documents related to them shall be retained in the 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 6. Access to an employee's OPF/EPF, Medical, and Security file(s) shall be granted to other persons only as authorized by law and OPM regulation. The Employer 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 place of employment except for personnel who routinely maintain the files. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of a management official.

Section 7. An employee, pursuant to OPM regulations, may request that a record maintained by the Agency be corrected or amended if he/she believes the information is incorrect. The Agency will advise the employee within fifteen (15) days of its determination concerning the employee's request. An employee who attempts unsuccessfully to correct or amend a record maintained by the Agency will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

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

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

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

- b. They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.
- c. They are not under the control of the FAA in any way or required to be kept by the FAA.
- d. They are kept or destroyed solely as the supervisor sees fit.

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

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

- a. a performance evaluation of less than fully successful;
- b. the denial of a promotion;
- c. the denial of a pay increase; or
- d. disciplinary or adverse actions,

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) days from the incident giving rise to the notation. If an employee is shown a note, record or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

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

Section 11. Each employee, upon written request, and/or his/her designated representative upon written authorization, shall be allowed, in the presence of a management official, to copy information contained in the 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 an SSN is voluntary, the Agency employee requesting an SSN from a bargaining unit employee shall inform such employee:

- a. That the submission of an SSN is not required by law and an employee's refusal to furnish an SSN will not result in the denial of any right, benefit, or privilege provided by law.
- b. That if the employee refuses to supply an SSN, a substitute number or other identifier will be assigned in those records where such an identifier is needed.
- c. That the SSN, if supplied, is used by the Agency to associate the current information relating to the employee with other information about the same employee the Agency may have in its files from previous transactions.
- d. That the SSN is solicited to assist in performing the Agency's functions under the Federal Aviation Act of 1958, as amended.

Section 4. The Agency shall ensure that all Agency computer systems that require bargaining unit employees to use passwords or PINs as authentication tools will comply with Department of Transportation (DOT) Handbook DOT H 1350.260, Guide To Protecting Information Technology, and Federal Information Processing Standards (FIPS) Publication 112, Password Usage. The Agency shall ensure information is made available to all bargaining unit employees to understand and accomplish the requirements for creating, using, transmitting, managing, monitoring and complying with password and PIN orders and regulations.

ARTICLE 24

ANNUAL LEAVE

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

- a. four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service,
- b. six (6) hours for each full biweekly pay period, except that the accrual for the last biweekly pay period in the year is ten (10) hours, for an employee with three (3) but less than fifteen (15) years of service,
- c. eight (8) hours for each full biweekly pay period for an employee with fifteen (15) or more years of service.

Section 2. Except for those facilities where a leave exigency exists, employees shall be authorized the use of the leave they are entitled to earn within a leave year at any time during the leave year. All employees shall be afforded the opportunity to take two (2) consecutive weeks annual leave each year.

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

Section 4. Annually, what constitutes prime time leave periods shall be negotiated at the local level for each bargaining unit. In determining the amount of leave available, the Agency will make every reasonable effort to make leave available, consistent with staffing and workload. Prime time periods will be of sufficient duration to accommodate requests for two (2) consecutive or non-consecutive weeks of annual leave during prime time for all bargaining unit employees. Conflicting prime time leave requests of bargaining unit employees shall be resolved by seniority.

Section 5. The procedures for selecting, scheduling and relinquishing of prime time leave also shall be negotiated at the local level for each bargaining unit.

Section 6. Non-prime time leave is annual leave that is requested utilizing other than the prime time leave bidding procedure negotiated

under Section 4 and prior to the schedule being posted. Non-prime time leave requests shall be recorded and approved/ disapproved as soon as practicable after the request is made or as mutually agreed upon at the local level. Approval/disapproval shall not be subject to conditional circumstances. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis. The Parties at the local level shall establish the method for recording non-prime time leave requests.

Section 7. Annual leave requested for any period during a posted watch schedule, for the shift being worked, shall be approved/ disapproved within thirty (30) minutes of the request being made. Leave requests for future shifts shall be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Approval/disapproval shall not be subject to conditional circumstances. Leave requests shall be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved in the order that the request was received. The procedures for selecting, scheduling and relinquishing of spot leave shall be negotiated at the local level for each bargaining unit.

Section 8. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

Section 9. Unless staffing and workload do not permit, bargaining unit employees may be authorized the use of all accumulated leave.

Section 10. Requests to cancel annual leave with twenty-four (24) hours notice to the Agency shall be granted. Unless staffing and workload do not permit, requests to cancel annual leave with less than twenty-four (24) hours notice to the Agency shall be granted. An employee who cancels scheduled annual leave and returns to duty shall be assigned to work the shift which he/she would have worked,

if the annual leave had not been scheduled, unless staffing and workload dictate or allow assignment to a different shift.

Section 11. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

Section 12. Employees shall not be required to provide reasons for annual leave requests.

Section 13. Unless otherwise negotiated locally, all annual leave requests shall be submitted on an OPM-71. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the employee.

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

Section 16. 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 17. Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulations in 5 CFR.

Section 18. 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. Sick leave must be granted when an employee meets one of the following conditions:

- a. is incapacitated and cannot perform the essential duties of his/her position because of physical or mental illness, injury, pregnancy, or childbirth;
- b. receives medical, dental or optical examinations or treatment;
- c. would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable disease.

Section 3. Employees may use sick leave for general family medical care and bereavement purposes as follows in order to:

- a. provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;

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

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

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

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

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

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

Section 7. In individual cases when employee counseling has not been effective and there remains sufficient cause to believe an employee may be abusing sick leave, the employee may be given advance written notice, indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical

certificate for each subsequent absence. When it has been determined by the Agency that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records and all copies shall be returned to the employee.

Section 8. Except as otherwise provided for in Section 7, an employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of four (4) days or less. An employee shall be required to furnish a medical certificate for absences of more than four (4) workdays, except that this requirement may be waived by the Agency in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be submitted to the Agency as supporting evidence.

Section 9. The number of hours of sick leave used shall not, in and of itself, constitute sufficient cause for sick leave counseling.

Section 10. An employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for that day.

Section 11. Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 12. Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

Section 13. Each employee shall be entitled to an advance of up to thirty (30) days sick leave, for serious disability or ailment, except when:

- a. it is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility;
- b. he/she has filed or the Agency has filed an application for disability retirement;
- c. he/she has signified his/her intention of resigning for disability.

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

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

Section 14. When an employee becomes seriously ill or injured at work, the Agency shall arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Agency shall notify the employee's family or designated party of the occurrence and location of the employee.

Section 15. When an employee is unable to do so because of serious injury, incapacitation or illness, the Agency shall make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

Section 16. Federal Employees Retirement System (FERS) employees shall be eligible upon retirement for a Sick Leave Buy Back option as follows:

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

ARTICLE 26

LEAVE FOR SPECIAL CIRCUMSTANCES

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

son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father/mother/sister/brother/son/daughter, half-brother, half-sister, and life or domestic partner.

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

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

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

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

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

during any twelve (12) month period, or a lesser period if so specified by the qualifying event.

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

Section 6. In accordance with the Family Medical Leave Act, upon request, an employee who is the spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces (including a member of the National Guard or Reserves) who incurred a serious injury or illness in the course of active duty shall be entitled up to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the service member. The leave described in this Section shall only be available during a single twelve (12) month period. If both spouses are employed by the Agency and are eligible for leave under this Section, there is a limitation of a combined total of twenty-six (26) workweeks of leave. The twenty-six (26) workweeks described in this Section are inclusive of the twelve (12) workweeks described in Section 5. An employee may elect to substitute any paid leave for any or all of the period of leave taken under this Section.

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

- a. is needed to aid/assist in the care of his/her minor children whose care provider is temporarily unable to provide care; or
- b. must accompany a family member to medical appointments.

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

Section 9. 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/her attendance in court signed by the clerk of courts or other appropriate official.

ARTICLE 28

HOLIDAYS

Section 1. The following are legal holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s, Birthday - third Monday in January
- President's Day - third Monday in February
- Memorial Day - last Monday in May
- Independence Day - July 4
- Labor Day - first Monday in September
- Columbus Day - second Monday in October
- Veterans' Day - November 11
- Thanksgiving Day - fourth Thursday in November
- Christmas Day - December 25
- Any other legally declared applicable Federal holiday

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

Scheduled Five-Day Workweek:

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

Scheduled Four-Day Workweek:

| SCHEDULED DAYS OFF | DAY ACTUAL HOLIDAY FALLS ON | DAY OBSERVED IN LIEU |
|----------------------------------|----------------------------------|---|
| SUNDAY MONDAY TUESDAY | SUNDAY MONDAY TUESDAY | FOLLOWING WEDNESDAY PRECEDING SATURDAY PRECEDING SATURDAY |
| MONDAY TUESDAY 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 base pay, plus holiday premium pay at a rate equal to the rate of his/her base pay for that holiday work actually performed, which is not in excess of their regular tour of duty or is not overtime work as defined by 5 USC 5542(a). Holiday premium pay is paid in addition to any other premium pay granted for overtime, night or Sunday work and in addition to the hazard pay differential.

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

Section 5. Unless staffing and workload do not permit, employees scheduled to work on the actual established holidays or days

observed in lieu of such holidays shall be given such day off if they so request. The procedures for approval of holiday leave requests shall be negotiated at the local level. Upon request of the Union, approval shall be according to seniority, which will be determined by the Union.

Section 6. If the actual holiday falls in the middle of the employee's workweek, the Agency at an employee's request, will change the employee's regular days off to provide three (3) or four (4) days off in succession unless staffing and workload do not permit or such change would result in increased costs for premium pay.

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

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

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

Section 10. The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic

Controllers, Traffic Management Coordinators/ Specialists and NOTAM Specialists.

ARTICLE 29

EXCUSED ABSENCES

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

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

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

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

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

Section 6. Annually, the Union sponsors a Communicating for Safety conference for the purpose of advancing aviation safety. The Parties

agree that for the purpose of this annual conference the following procedures shall apply:

- a. Employees wishing to attend this conference on duty time must request release sufficiently in advance to allow the Agency reasonable time to determine whether or not the employee will be released.
- b. Requests for excused absence to attend this conference shall be submitted to the Agency by the Union at the national level at least forty-five (45) days prior to the conference.
- c. The Agency will not pay travel, per diem, tuition, or other related costs.

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

For the purpose of this Section, family member is defined as: spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

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

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

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

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

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

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

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

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

The employee may not return to Federal civilian duty and then take the five (5) days of excused absence at a later date. The five (5) days of excused absence must be granted as soon as the employee reports back for Federal civilian duty or notifies the Agency of his or her intent to return. However, if the employee had already returned to Federal civilian service prior to the issuance of the Presidential memorandum on November 14, 2003, or was not granted the five (5) days of excused absence for a second or subsequent deployment, he or she may take the five (5) days of excused absence at a time mutually agreeable to the employee and the Agency.

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

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

ARTICLE 30

PRENATAL/INFANT CARE

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

Section 2. Subject to staffing and workload, employees shall be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Article 26, Section 5. Except as provided for in the “Family and Medical Leave Act of 1993”, employees on prenatal/infant care leave under this Section are subject to recall to duty with thirty (30) days notice, when unforeseen staffing and workload necessitate a return to duty.

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

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

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

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

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

ARTICLE 31 CHILD CARE

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

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

Section 3. In accordance with governing regulations, the Agency may provide suitable government-owned or leased space and space-related services without charge for the purpose of establishing child care facilities in or near the Agency's facilities.

When any facility is constructed and there will be at least fifty (50) employees in the facility, the Agency shall conduct a needs assessment survey to determine the feasibility of establishing a child care facility. The Agency shall compile a list of other government facilities within the commuting area, so that such facilities may combine resources for the purpose of meeting the basic eligibility requirements as determined by GSA.

If requested, the Union shall be involved in all phases of this process.

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

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

ARTICLE 32

WATCH SCHEDULES AND SHIFT ASSIGNMENTS

Section 1. The basic watch schedule is defined as days of the week, hours of the day, rotation of shifts, and regular days off. The schedule shall be posted one (1) year in advance. Prior to bidding the basic

watch schedule, the Agency will meet with the Union at the local level to discuss respective scheduling concerns. The Agency shall establish three (3) core shifts: Day, Evening and Midnight shifts. Absent mutual agreement at the facility level there will be no more than three (3) ancillary shifts attached to each core shift. These ancillary shifts are to be negotiated at the local level.

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

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

Section 5. 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 workweek. Any such requests shall normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less.

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

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

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

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

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

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

ARTICLE 34

WORKING HOURS

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

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

Section 3. The Agency may change an employee's shift to an administrative schedule (eight and one-half [8 1/2] hour shift including an unpaid thirty [30] minute meal period) for the purpose of administrative travel or to receive official training away from the operational environment, unless the employee is subject to operational recall. Employees will adhere to the tour of duty of the organizational segment to which they are temporarily assigned. Employees who are disciplined for conduct offenses or are undergoing performance related training may be reverted to an administrative workday(s) shift to ensure closer supervision.

Section 4. In conjunction with the development of the annual basic watch schedule under Article 32, and at the request of the Union, the Parties at the local level shall negotiate Alternative Work Schedules (AWS) (Flexible Work Schedules and/or Compressed Work Schedules) provided any schedule agreed to by the Parties would not have an adverse Agency impact or result in any incurred overtime entitlements.

a. Adverse Agency impact is defined as:

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

- (2) a diminished level of service furnished to the public by the Agency; or
 - (3) an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule). If the Parties at the local level reach impasse regarding the determination to establish an AWS, the impasse shall be resolved utilizing the provisions of Article 7 of this Agreement.
- b. For the purpose of this Agreement, Flexible Work Schedules mean:
- (1) A minimum of seven (7) hours core time each workday. “Core time” means those designated hours and days during the biweekly pay period established by the Agency when an employee on certain flexible schedules must be present for work.
 - (2) A maximum of one (1) flexible hour, to be negotiated locally, which must be worked each workday.
 - (3) Employees may vary start times on a daily basis only during the established flexible times.
- c. For the purpose of this Agreement, Compressed Work Schedules means:
- (1) A fixed schedule where an employee works four (4) 10-hour days per workweek.

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

Section 5. Participants in an AWS shall be bargaining unit employees who volunteer in writing.

Section 6. All employees who volunteer and subsequently participate will be expected to participate for the duration of the annual schedule. An employee may be relieved from an AWS for hardship reasons. The reasons shall be set forth in writing to the Agency and the Union at the local level. Removals from AWS for hardship reasons shall be based on the merits of each case, and if found acceptable by the Agency, after direct discussion with the Union, employees shall be accommodated as soon as staffing, workload and scheduling requirements permit.

Section 7. Developmentals may participate in an AWS unless the Agency determines that it will negatively impact their training.

Section 8. If at any time, the Agency determines that any schedule established under the provisions of this Article has had or would have an adverse Agency impact as defined in this Article, it will follow the provisions of Article 7 of this Agreement to seek termination of the schedule.

Section 9. 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 forty (40) hour workweek.

- a. For employees, working part-time or job sharing can provide an opportunity to:
 - (1) work and spend more time with children;
 - (2) care for an aging or an ill family member;
 - (3) pursue educational opportunities;
 - (4) participate in volunteer or leisure activities; or
 - (5) continue to work when illness or physical limitations prevent the employee from working a full-time schedule.
- b. For the Agency, allowing part-time or job sharing can allow:
 - (1) retention of highly qualified employees not available for full-time employment;
 - (2) recruitment of employees with special skills who are unable or do not want to work a full-time schedule;
 - (3) meeting operational requirements during workload surges; and
 - (4) reduction of current human resource expenditures when employees voluntarily reduce their work hours.

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

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

Nothing in this Article precludes a full-time employee from requesting permanent part-time employment as set forth in the Human Resource 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 facility manager shall maintain a roster of qualified bargaining unit employees who have indicated a desire to work overtime. When overtime work is to be performed, it shall first be made available to employees on the roster, on an equitable basis. In the event no employees on this roster can be reached, the Employer may require other unit employees to work the overtime. The roster and distribution of overtime provided for in this Article shall be

available to facility employees. Employees must provide a current telephone number. Any assignments to employees not listed on the roster shall be made on an equitable basis. The Parties at the local level shall negotiate the procedures for the distribution of overtime.

Section 2. Upon request, the Agency shall provide the Union a current copy of the overtime roster(s).

Section 3. If an employee assigned to work overtime can secure a qualified replacement, he/she shall be relieved of the assignment. If the employee cannot secure a qualified replacement, the employee will work the overtime. An employee shall be relieved of an overtime assignment when, in the judgment of the Agency:

- a. the health or efficiency of the employee may be impaired; or
- b. personal circumstances make it impossible for the employee to perform the overtime duty.

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

Section 5. 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 6. 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 7. Non-exempt employees shall receive base pay plus one-half of their regular rate for all FLSA overtime work. Overtime pay is paid in addition to any other premium pay and/or differentials, regardless of when the overtime was assigned to the employee. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 8. Overtime shall not normally be canceled without seven (7) days notice.

Section 9. When an employee is called is called in before or held over past his/her regularly assigned shift, he/she will be provided the opportunity to work one (1) hour overtime.

Section 10. If an employee is scheduled/called in to perform overtime work on his/her regular day off, he/she will be provided the opportunity to work eight (8) hours.

Section 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 base pay at the rate received immediately before separation for each year of civilian service up to and including ten (10) years for which severance pay has not been received under this or any other authority and two (2) weeks' base pay at that rate for each year of civilian service beyond ten (10) years for which severance pay has not been received under this or any other authority; and
- b. an age adjustment allowance computed on the basis of ten percent (10%) of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.

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

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

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

Section 4. If an employee paid severance pay in a lump sum under this Article is re-employed by the Government of the United States or the Government of the District of Columbia, at such time that, had the employee been paid severance pay in regular pay periods, the payments of such pay would have been discontinued upon such re-employment, the employee shall repay to the FAA an amount equal to the amount of severance pay to which the employee was

entitled under this Article that would not have been paid to the employee by reason of such re-employment.

ARTICLE 41

RETIREMENT AND BENEFITS ADMINISTRATION

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

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

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

representative shall be the contact point until all applicable benefits are settled.

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

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

diem. FERS employees shall receive standard education on the Thrift Savings Plan (TSP) 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. 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.

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

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

Section 2. All bids must be post marked by the closing date of the vacancy announcement.

Section 3. All bids shall be receipted for by the appropriate official and a copy of the receipt shall be forwarded to the employee within ten (10) calendar days of receipt of the close of the bid.

Section 4. All qualification requirements shall be posted on the vacancy announcements at the time the announcement is made.

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. Employees desiring consideration for placement to a specific bargaining unit position at a specific facility may make voluntary application for transfers to facilities of the same, lower, or higher level by submitting the appropriate forms as outlined in Agency directives, to the Human Resource Management Division having jurisdiction over the position(s). The type of position applied for and specific location must be stated.

The employee shall not normally be eligible to receive any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

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

- a. cover letter stating: “Filed in accordance with Employee Requested Reassignment for _____ position at (name of facility)”;
- b. FAA Form 3330-42, Request for Consideration and Acknowledgment;
- c. FAA Form 3330-43-1, Rating of Air Traffic Experience for AT 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, unless it has been updated in writing by the employee.

Section 7. Employees shall be permitted to request reassignment outside of the announced vacancy process, without any waiting period or time requirements.

Section 8. Applications submitted in accordance with Section 6 will be treated equally to applications which are submitted under any subsequent vacancy announcement for that specific position.

Section 9. Mutual reassignment transfer requests may be submitted to the same ATC grade level facility, higher or lower grade level facility, for employees who have a minimum of one (1) year as a certified controller at his/her facility, but no more than three (3) ATC levels above the employee’s current ATC facility level, unless the employee had been previously certified at the higher ATC level.

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.

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

Section 10. 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 11. 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 12. Within twenty-one (21) days of a request, the following information shall be made available to the employee:

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

- b. whether the employee was one of those in the group from which selection was made; i.e. one of the best qualified candidates available and appeared on the list made available to the selecting official;
- c. any record of formal or informal supervisory appraisal of past performance used in considering the employee for the position;
- d. who was selected for the position;
- e. in what areas, if any, the employee should improve to increase his/her chances for future selection.

Section 13. Release dates are subject to the staffing requirements of his/her current facility as well as the needs of the target facility. Every reasonable effort shall be made to provide a release date within six (6) months of selection. If a six (6) month release date is not practicable, the Agency shall propose a fixed date that the employee may accept or decline.

ARTICLE 43

TEMPORARY PROMOTIONS

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 twenty (120) 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. Solicitations shall be posted for at least thirty (30) days in advance of the assignment and shall list the qualifications as determined by the Agency. The most senior volunteer who meets the qualifications shall be selected. In the absence of volunteers the Agency shall make assignments on an equitable basis. If personal circumstances do not allow an employee to travel in accordance with this article, the Agency shall select another employee.

Section 2. Whenever possible, the Agency will provide at least thirty (30) days advance notification for duty assignments away from the facility. The Agency will adjust the schedule of the employee to avoid travel on the employee's days off. If the notification is less than thirty (30) days the Agency, if able, will honor the employee's request to change days off to avoid travel on their 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 DISABLED EMPLOYEES/ASSIGNMENTS

Section 1. At his/her request, an employee who is temporarily medically or physically unable to perform active air traffic control duties, shall be assigned other facility duties, to the extent such duties are available. If duties in the employee's facility are not available, the Agency may offer assignment of work at other air traffic facilities within the commuting area for which he/she is otherwise qualified based on needed work.

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

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

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

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

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

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

ARTICLE 46

REALIGNMENT OF WORK FORCE

Section 1. The Agency shall notify the Union at the national level as soon as possible, but not less than twelve (12) months, in advance of a facility closure, or relocation and/or severance of existing facility functions and/or services or inter-facility realignment requiring the reassignment of employees.

Section 2. In the event of a facility closure, or relocation and/or severance of existing facility functions and/or services, or inter-facility reorganization, the procedures outlined in Article 47 shall apply when a reduction-in-force is necessary.

Section 3. The Agency shall notify the Union representative as soon as possible but not less than six (6) months prior to intra-facility reorganizations involving bargaining unit employees. This requirement shall apply to the provisions of Section 5.

Section 4. In facilities where staffing imbalances exist, volunteers shall be solicited from all qualified employees where no individual retraining is necessary to complete the change. If after this initial change has been completed, another imbalance was created that requires further action the Agency shall designate the teams from which volunteers will be sought and the number of employees to be selected from each team.

Section 5. When areas of specialization are realigned, established, or when imbalances exist within a facility which requires retraining of individuals to solve the imbalance, the Agency shall use the following alternatives in the order listed below, to the maximum extent practicable prior to utilizing the provisions of Section 6, regarding the use of inverse seniority.

- a. solicit volunteers from within the facility;
- b. solicit volunteers from facilities within commuting distance from the affected facility;
- c. solicit volunteers from other facilities not requiring change of station payment.

Section 6. In exercising and complying with Sections 4 or 5, each vacancy shall be filled by the reassignment of the most senior qualified volunteer. If there are no volunteers, selections shall be made using inverse seniority from among the qualified employees within the affected facility. The transfer of employees shall be accomplished within three (3) months of the close of solicitation. If the transfer is not accomplished within three (3) months of the close of the solicitation, the selection list shall be considered void.

Section 7. A CPC who has volunteered for an intra-facility reassignment, shall receive an incentive bonus equal to two percent (2%) of the employee's base pay. When a CPC who is involved in an intra-facility transfer in accordance with this Article is unsuccessful in achieving certification in his/her new area, the employee shall be retained within his/her existing facility. The first priority shall be a reassignment back to the area that he/she was previously certified. Nothing in this Section precludes the Agency from offering multiple areas based on organizational needs. If more than one position is offered, the employee shall be given the opportunity to select the area to which he/she will be assigned.

All other CPC/TMC employees that do not achieve full certification in their new facility/area shall be handled in accordance with Article 61.

Section 8. In the event that an administrative/directed reassignment becomes necessary as a result of one of the actions stated in this Article, the Agency shall expedite existing selections awaiting release to/from affected facility(s) prior to making a decision as to the number of employees to be affected as well as the locations involved. Should it be determined that there are still employees subject to directed reassignments, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

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

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

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

ARTICLE 47

REDUCTION-IN-FORCE (RIF)

Section 1. The Agency agrees to avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions.

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

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

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

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

ARTICLE 48

TECHNOLOGICAL/PROCEDURAL CHANGES

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

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

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

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

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

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

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

Section 6. The Agency agrees to notify the Union at least sixty (60) days prior to the In-Service Decision (ISD) of the proposed implementation of technological changes affecting employees, unless operational necessity requires a shorter notice period. Except for the initial notice period, as specified above, the provisions of Article 7 of this Agreement govern negotiations between the Parties on the impact of changes arising from revisions to technology, procedural, and/or airspace changes, as well as the effect of procedural and/or technological tests which impact employees.

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

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

ARTICLE 49

STUDIES OF EMPLOYEES AND THEIR WORKING CONDITIONS

Section 1. Mass medical and/or psychological study participation by bargaining unit employees shall be on a voluntary basis. All individual medical and/or psychological information acquired by an outside study group and their associates shall be kept strictly confidential. This information shall not be disclosed to the Agency with identification of participating individuals. Publication of data resulting from a controller-related study shall not identify individuals and shall be limited to group statistics. This Section does not apply to time and motion studies. Employees shall not, as a condition of employment, be required to participate in any studies.

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

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

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

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

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

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

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

ARTICLE 50

SURVEYS AND QUESTIONNAIRES

Section 1. The Agency recognizes that it is in its interest to have Union support for surveys of bargaining unit employees. The Agency shall not conduct surveys without providing the Union an opportunity to review and comment on the questions and related

issues. The Union will be provided an advance copy of any survey, prior to distribution.

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

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

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

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

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

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

ARTICLE 51

FACILITY EVALUATIONS, AUDITS, AND ASSESSMENTS

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

Section 2. The Union designee will attend round table discussions and debriefings to facility management whenever the full team is

assembled for the purpose of such discussions or briefings. Upon request, the Principal Facility Representative will be allowed to attend the final debriefing. Official time shall be granted if he/she is otherwise in a duty status.

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

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 and/or his/her designee shall be provided read-only access to the Facility Safety Assessment System (FSAS).

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

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

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

ARTICLE 53

OCCUPATIONAL SAFETY AND HEALTH

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

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

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

- a. National OSHECCOM: The committee will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative.
- b. Regional OSHECCOM: The committees will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative per region.
- c. Local OSHECCOM: The committees will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative. The committee shall review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee shall have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility. The committee shall forward recommendations to the facility manager for action on matters concerning occupational safety, health, lighting and air quality. The facility manager shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the Air Traffic Manager, he/she shall forward the committee recommendations to the appropriate authority for action as soon as practicable.
- d. Union representative(s) shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in meetings and training required by the OSHECCOM. If requested by the representative(s), the Agency shall make every reasonable effort to change his/her days off to allow participation in a duty status.

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

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

Section 6. Each facility shall annually review fire evacuation procedures with all personnel. Training will be provided to personnel at each facility in accordance with 29 CFR 1910 and 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. The Agency will continue to provide locally administered first aid and CPR training course(s) for bargaining unit employees who volunteer for such training. All training shall be conducted on duty time by any local agency which is accredited by the Red Cross or other accredited authority.

Section 8. In the event of construction, building maintenance, repairs and/or remodeling within a facility, 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.

Section 3. Within sixty (60) days of the signing of this Agreement, the Parties agree to establish a workgroup to develop a fatigue management system. This workgroup shall consist of at least three members from each Party. The scope of the workgroup will be to identify and mitigate work place fatigue concerns. Recommendations reached within the workgroup shall be referred to the Parties for such action as they deem appropriate. Any bargaining obligations shall be handled in accordance with Article 7 of this Agreement.

ARTICLE 56

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

Section 2. It is agreed between the Parties that there shall be no discrimination against any employee on account of 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 semi-annually at a time and place determined by the Agency to discuss, exchange views, and make recommendations on EAP matters as they concern bargaining unit employees. The Union may designate three (3) members to the national EAP committee. During periods of participation the members of the committee shall be on duty time and receive travel and per diem expenses. The national EAP contractor shall meet with the national EAP committee at least once annually and more often as necessary.

Section 4. At least once annually, the EAP contractor shall provide information on the EAP program to each employee. This information may be in the form of brochures and/or wallet-size cards. Additional

EAP promotional materials, including posters and brochures may be made available at each facility.

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

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

ARTICLE 58

MOVING EXPENSES

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

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

- a. the transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee's request;
- b. official stations are separated by at least fifty (50) miles;
- c. the commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and
- d. the commuting distance from the new residence to the new official station is less than the commuting distance from the old residence to the new official station.

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

- a. official stations are separated by at least ten (10) miles; and
- b. the Agency has determined that the relocation was incident to the change of official station, in accordance with the FAATP.

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

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

- a. the employee is authorized relocation benefits for a PCS in accordance with the FAATP and this Agreement;
- b. both the old and new official stations are located within a non-foreign area;

- c. the employee is not assigned to government or other pre arranged housing at the new official station; and
- d. the old and new official stations are seventy-five (75) or more miles apart (as measured by map distance) via a usually traveled surface route.

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

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

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

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

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

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

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

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

Section 11. Reimbursement for the cost of shipping a Privately Owned Vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds fifteen hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station. Reimbursement shall be based on the most advantageous method of transportation to the Government. Employees are responsible for any cost exceeding the most advantageous method of transportation. Vehicles that may be transported under this policy include passenger automobiles, station wagons, and certain small trucks or other similar vehicles that are primarily for personal transportation. Shipment is

not authorized for trailers, recreational vehicles, airplanes, or any vehicle intended for commercial use. The employee is authorized the use of a rental car while waiting for the arrival of his/her POV, for which shipment was authorized, and shall be entitled to reimbursement for a period up to two (2) weeks. The Agency shall extend this time frame if there is a delay in the delivery of the employee's POV through no fault of the employee.

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

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

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

Section 15. When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the

Agency shall explain the alternatives to the employee and allow the employee to choose the permissible alternatives which most meet his/her personal needs.

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

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

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

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

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

Section 20. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12)

months after their new duty station report date. However, this Section shall not apply in cases of involuntary moves as defined in Section 3 of this Article.

ARTICLE 59

RETURN RIGHTS

Section 1. To the extent that the Agency has a need for and maintains an administrative return rights program, the program shall be administered in accordance with applicable directives and the terms of this Agreement. If any changes to the program are proposed, the Agency will provide the Union ninety (90) days notice and opportunity to negotiate the changes with the Union. Employees on overseas tours are entitled for the remainder of their current tour to the protection of the regulations under which they accepted the overseas assignment.

Section 2. To maintain administrative return rights, the employee shall execute an employment agreement for each tour of duty. If an employee serves only one (1) 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 staffing and workload do not permit, an employee who enters into a new employment agreement shall be granted up

to twelve (12) months following expiration of his/her preceding employment agreement to exercise his/her home leave and/or rights and benefits. Home leave will not be applied toward the time an employee is required to serve on his/her tour of duty.

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

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

Section 6. Employees exercising return rights shall be given a list of all existing 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 staffing and workload do not permit, tour extensions not to exceed an aggregate period of nine (9) months may be granted by the overseas organization to an employee after coordination with the parent organization.

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

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

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

ARTICLE 60

FACILITY OF PREFERENCE

Section 1. Any employee who has completed a minimum of eight (8) years fully certified at his/her current facility shall be considered to have achieved priority bid status for 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. To the maximum extent possible 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 6 of this Agreement and shall include a cover letter stating: “Filed in accordance with Article 60, NATCA/FAA Agreement for a position at (specify facility identifier).” In addition, the employee shall forward a copy of the application to each facility to which the applicant desires consideration under this Article.

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

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

Section 6. Within one hundred twenty (120) days of the signing of this Agreement, the Parties will meet with the Agency’s Human Resource Division to establish procedures for priority placement considerations related to Air Traffic Controllers that have fifteen (15) years of CPC/certified time at Levels 10-12.

Section 7. Nothing in this Article shall be interpreted as affecting Management’s right to fill vacancies from any appropriate source.

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 61

REASSIGNMENT OF TRAINING FAILURES

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

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

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

Section 3. If a CPC or TMC transfer has failed to achieve full certification in his/her new facility, he/she will be provided a list of up to five (5) facilities equal to or lower than their previous facility where a vacancy exists. The employee will select one for reassignment. This list may include the employee's previous facility if a vacancy exists.

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, with Union input, has established a policy for operational errors which limits the circumstances under which discipline is imposed. Disciplinary action shall not be imposed when the employee's action was inadvertent; did not involve gross

negligence or a criminal offense; the employee files a NASA report on the error within the time limits prescribed in applicable regulations; and does not otherwise cover up the error.

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 twelve (12) 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 is 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 thirty-two (32) hours of excused absence to attend formal training.

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

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

Section 2.

- a. Initial Evaluation - Employees shall verbally provide the preliminary information, of which they have knowledge,

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

- b. Interim Written Statement - Employees are required to make an interim written statement as soon as possible after an operational error/deviation. The employee shall be permitted to listen to relevant tape recordings available within the facility prior to making this statement. Union representation of the employee, at the election of the employee, shall be granted at this and later phases of the investigatory process.
- c. Final Written Statement - Employees and their representatives shall be permitted to review any data utilized in the related investigation by the Agency or, if convened, the review board, prior to making a final written statement. An employee may elect to use the interim written statement for this purpose. The final written statement shall supersede any previous oral or written statements. All copies of the employee's statements written prior to the final written statement shall be returned to the employee and shall not be maintained by the Agency.

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

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

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

Section 6. At the request of both the employee and the Union, or the IIC, an operational error/deviation review board may be convened by the Air Traffic Manager. If the request is denied by the Air Traffic Manager, the requesting party(s) will be advised of the reason(s) in writing. The purpose of the board shall be to provide an effective method for investigating and analyzing causal factors so that deficiencies in human, procedural and equipment elements of the air traffic system can be identified and corrected.

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

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

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

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

ARTICLE 65

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. Upon the employee's request, the Flight Surgeon shall normally suggest in writing what further medical evaluations or reports may be submitted by the employee to obtain initial or continuing special consideration.
- d. In cases where the Flight Surgeon authorizes additional evaluations, employees may submit names of physicians or medical specialists to be considered to conduct the evaluation under this Section. Reimbursement shall not be made unless the services are authorized by the Regional Flight Surgeon.
- e. The Regional Flight Surgeon shall consider all available medical information before issuing a permanent disqualification.

Section 7. All correspondence between the Flight Surgeon's Office and the employee is confidential. While facility management may be used as a conduit for the passage of 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, or has been temporarily incapacitated for a period of ninety (90) days or longer, he/she shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal

Air Surgeon, the Agency shall make every reasonable effort to accommodate the employee in accordance with Article 45 of this Agreement. For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a negative determination and the employee is permanently medically disqualified, the employee shall have the option to apply for a disability retirement 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. If such conditions occur, the provisions of Article 25 are authorized.

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. The Parties agree that the Agency determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner.

Section 2. Within one hundred twenty (120) days of the signing of this Agreement, the NATCA President or his/her designee will meet with the Vice President of Technical Training to discuss and craft a

plan on how to improve requirements analysis, foster efficient use of resources, and increase employee involvement in the field of training.

Section 3. 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 4. Familiarization trips on duty time by employees to visit other ATC facilities shall be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose.

Section 5. 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 HRPD LD-5.11, Continuous Learning-Formal Education, and HRPD LD-5.5, Learning and Development-Administration.

Section 6. Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, he/she shall be notified in writing of the specific areas to be covered and the reasons therefore. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be in accordance with FAA Order 3120.4.

Section 7. 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 8. In the event the Agency issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

Section 9. When a training review board is convened, the Union shall have the opportunity to designate a participant to serve as a member of the board. The purpose of the training review process is to ensure that all opportunities for training success were utilized while maintaining the integrity of the training program in accordance with FAA Order 3120.4. The review board shall be scheduled at a time and date which is agreeable to all board members. If the Air Traffic Manager does not accept the recommendations of the training review board, he/she shall provide written justification to the board. Probationary employees will be included in this process.

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

ARTICLE 68

ON-THE-JOB-TRAINING

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

on-the-job-training 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 groom and attire themselves in a neat, clean manner which will not erode public confidence in the professionalism of the bargaining unit workforce.

Section 2. The display and wearing of Union insignias such as pins, pocket penholders or tie tacks, shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

Section 3. Denim trousers shall be permitted as long as their condition meets the standards of Section 1 of this Article. Neckties shall not be mandatory in any facility.

ARTICLE 70

PARKING

Section 1. Parking accommodations at FAA occupied buildings and facilities shall be governed by applicable laws and regulations. This space shall be equitably administered among employees in the bargaining unit. There shall be adequate parking spaces at each facility where there are employees with bona fide physical handicaps.

Section 2. At parking facilities under control of FAA, the Agency shall establish procedures which shall allow employees to enter and exit freely without requiring them to wait unreasonably.

Section 3. At those Agency owned or leased parking areas in locations of known sustained low temperatures, zero (0) degrees Fahrenheit or below, the Agency agrees to provide and maintain an adequate number of outdoor electrical outlets for the use of bargaining unit employees. Where outdoor electrical outlets are provided, the Agency shall ensure that the outlets are activated at temperatures of twenty (20) degrees Fahrenheit or below. This provision shall also apply to any future acquired parking areas.

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

Section 5. When two (2) or more 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 both the maximum number of employees to be tested and the time parameter of the testing period. Absent an emergency or other special circumstance, the Principal Facility Representative, or his/her designee, shall be released on official time for the purpose of performing representational duties. The 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 which shall be provided to the Union as soon as the information becomes available. All privacy data will be removed from the copy prior to delivery to the Union.

Section 3. An employee who wishes to have a Union representative present during the testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not delayed. The employee shall notify the supervisor of his/her wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed

to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

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

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

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

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

Section 8. All equipment used for alcohol testing shall meet the requirements and standards as specified in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide. Upon written request, the Union shall be given a copy of the results of calibration checks for equipment used for alcohol testing. The request must include the specific site locations(s) (with acronym(s) spelled out) and the specific date(s) that testing occurred. If any testing equipment is found to be

out of tolerance/calibration as specified in Chapter VI, DOT Order 3910.1, every test result of 0.02 or above obtained on the device since the last valid external calibration check shall be invalid.

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

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

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

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

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

In extenuating circumstances (for example, child care arrangements), an employee identified for post-accident testing may request approval to leave the facility 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 specimen bottles using the split specimen procedure. If the Medical Review Officer (MRO) verifies the primary specimen bottle (bottle A) is positive, substituted and/or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another HHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A. Only the donor can make such request. Such request shall be honored if made within seventy-two (72) hours of the donor having received notice that his/her primary specimen tested positive and was verified.

Section 16. If an employee fails to provide an appropriate amount of urine in accordance with the DOT Drug and Alcohol Testing Guide, the employee will be given a reasonable period of time to provide a specimen. The employee will be allowed an appropriate amount of time, in accordance with the DOT Drug and Alcohol Testing Guide, from the time the last donor to be tested is notified to provide a specimen. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with DOT Order 3910.1.

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

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

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

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

ARTICLE 74

CRITICAL INCIDENT STRESS MANAGEMENT (CISM)

Section 1. The Agency has established a Critical Incident Stress Management (CISM) Program which is designed to proactively manage the common disruptive physical, mental and emotional

factors that an employee may experience after a critical incident (e.g., accidents/incidents, such as an aviation disaster with loss of life, the death of a co-worker, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

Section 2. The Agency's CISM Program is an educational process designed to minimize the impact of a critical incident on employees. It is not intended to evaluate employees in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.

Section 3. The CISM Program will include fifteen (15) Peer Debriefers appointed by the Union for the purpose of responding to critical incidents and providing peer support. From within this team, the Union, at the national level, will designate up to four (4) national CISM coordinators to work with jurisdictional EAP Managers to arrange for critical incident response.

Section 4. CISM training will be provided to the Union designees referenced in Section 3 of this Article on duty time, if otherwise in a duty status, and shall entitle the participants to travel and per diem allowances. The Agency agrees to adjust the schedule(s) of participants to allow them to participate in a duty status.

Section 5. Whenever the Agency determines to send out a CISM team, the Union designee shall be relieved, as soon as staffing and workload permits, from his/her duties to immediately proceed to the scene. The Agency shall adjust the Union designee's schedule to allow for travel and participation in CISM team activities on duty time. Travel and per diem expenses shall be authorized for the CISM team member.

Section 6. The 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 Debriefing will be available for bargaining unit employees who request to participate in a Critical Incident Stress Debriefing (CISD). An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of the EAP services will be provided in accordance with the provisions of Article 57 of this Agreement and applicable Agency directives. If requested, bargaining unit employees shall only receive peer support from other bargaining unit employees.

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

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

ARTICLE 75

INJURY COMPENSATION

Section 1. The Agency agrees to comply with the provisions of the Federal Employees Compensation Act (FECA) and other pertinent regulations promulgated by the Office of Worker's Compensation

Programs (OWCP) when an employee suffers an occupational disease or traumatic injury in the performance of his/her assigned duties.

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

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

Section 4. The Agency shall maintain an inventory of 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.

Section 10. Upon request of the employee, the Agency agrees to hold in abeyance any administrative action for employees who have filed a request for reconsideration, hearing or appeal to the Employees' Compensation Appeals Board (ECAB) or have otherwise initiated a challenge to a denied claim decision by DOL in regard to his/her OWCP claim, until a final adjudication of the claim has been made by the DOL. The requesting employee will have thirty (30) days from the date of a negative decision by DOL to submit evidence of a request for reconsideration, hearing or appeal to the ECAB, to the Agency at the appropriate level, for the administrative action to be held in abeyance.

ARTICLE 76

NEW FACILITIES/CURRENT FACILITY EXPANSION/ CONSOLIDATION/COLLOCATION

Section 1. Concurrent with the request for the approval of funding to build a new ATC facility, or combine several ATC functions at a new location, or expand and/or remodel an existing facility the Union shall be notified in writing at the appropriate level.

Section 2. At a mutually agreed upon time after the signing of this Agreement, the Agency will brief the Union at the national level of any projects currently planned and/or under construction, or being implemented.

Section 3. For those matters referenced in Section 1 of this Article, the Union may designate a bargaining unit participant on the committee/workgroup. The Union designee will provide technical expertise and will be provided access to the same information provided to other group members and will be responsible for informing the Union on the project status. The Union's designee

shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem, when appropriate, while participating on the committee/workgroup.

Section 4. The Union at the appropriate level will be promptly notified when the Agency has approved the project implementation plan(s) for the new, expanded and/or remodeled facilities that affect any portion of the facility used by bargaining unit employees or relocation and/or severance of existing facility functions and/or services.

Section 5. At new or existing locations where existing facility functions and/or services will be relocated and/or severed, each individual facility will, at the discretion of the Union, remain separate and distinct/or combined for Union recognition and representation purposes.

Section 6. Any agreements reached by the Parties in the workgroup referenced above shall be reduced to writing and shall be binding on both Parties. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Agency right.

ARTICLE 77

ASBESTOS

Section 1. At intervals not greater than every nine (9) months, the Agency shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers, in accordance with OSHA/EPA protocol, in all facilities 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 and be permitted to participate in all abatement project meetings that may impact bargaining unit employees. Additionally, the Principal Facility Representative will be permitted to attend any management briefings at the facility concerning air sampling and monitoring information. 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, the Union may appoint a representative on each shift to receive copies of all air monitoring reports as soon as they can be made available. Upon request, the Union's Hygienist shall be permitted to attend meetings under this Section.

Section 3. The objectives of air monitoring by the Agency in connection with construction projects are as follows:

- a. to establish baseline fiber levels in affected occupied space;
- b. to determine if fiber levels 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 the Union's Certified Industrial Hygienist.

Section 4. The Agency shall ensure that powered air purifying respirators are deployed in serviceable condition to facilities prior to beginning construction that may cause the release of asbestos. 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 any release of airborne asbestos fibers or if Agency-conducted air monitoring indicates fiber levels can reasonably be expected to meet or exceed the OSHA permissible exposure limits, 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. The Union 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 continuous air samples by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. All data and reports from the laboratory will be shared with the Union as soon as they are received. Representative personal monitoring shall also be conducted in accordance with the model contingency plan on at least one (1) employee in areas occupied by bargaining unit employees. 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 staffing and workload permits, be assigned to a non-control position for the period in which such monitoring occurs.

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

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

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

Section 3. A remedial training plan shall be developed for all performance related recertifications. Included in the remedial training plan shall be the specific reasons for the action and the skill

level required for recertification. Remedial training shall normally begin within three (3) administrative workdays of the notice of decertification. The employee will be provided with a copy of his/her remedial training plan. The employee's schedule shall not be changed from his/her regularly assigned shifts until such time as remedial training begins.

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

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

ARTICLE 81 HAZARDOUS DUTY PAY

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

ARTICLE 82 AERONAUTICAL CENTER

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

Section 2. The Agency shall provide a separate bulletin board for the posting of Union materials in a non-work area frequented by bargaining unit employees. A locking glass cover may be installed on the Union bulletin board at Union expense.

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

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

Section 5. Any grievance filed by bargaining unit employees temporarily assigned to the Aeronautical Center shall be processed at their facility of record. All grievances shall be initiated with the Agency's representative in accordance with Article 9, Section 7, Step 2 of this Agreement.

ARTICLE 83 SENIORITY

Section 1. Seniority will be determined by the Union.

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

ARTICLE 84 DISABLED VETERANS AFFIRMATIVE ACTION PROGRAM

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

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

ARTICLE 85

ACCOMMODATION OF DISABLED EMPLOYEES

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

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

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

ARTICLE 86

CAREER TRANSITION ASSISTANCE

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

Section 2. A Certification of Surplus Status (CSS) will be issued by the head of the LOB or his/her designee within thirty (30) days of the determination that an employee is surplus and can cover a period of up to six (6) months. Certifications may be renewed in increments of up to six 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 simultaneously with the final separation notice.

ARTICLE 87

FLEXIBLE SPENDING ACCOUNTS

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

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

Section 3. The Parties agree that all bargaining unit employees covered by this Agreement are eligible to participate in the flexible

spending account program, as long as they meet the eligibility criteria established by OPM.

Section 4. The Agency agrees to post the FSA Web site 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 Web site and shall be briefed to new employees during new employee orientation.

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

ARTICLE 89

GOVERNMENT CREDIT CARD

Section 1. Employees who are required to travel more than two (2) times in a twelve (12) month period will be issued a government contractor-issued charge card for official travel. Upon request, employees who travel less frequently may be issued the card.

Section 2. Employees will use the card to pay for official travel expenses to the maximum extent possible for transportation, lodging and car rental expenses.

Section 3. In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

- a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.
- b. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty-eight (48) hours of their discovery.
- c. The terms of the charge card agreement and a guide for the proper use of the card, billing, resolution of transaction disputes, suspension/cancellation procedures, and Privacy Act notice, including that relating to the use of Social Security numbers, shall be provided at or prior to the time the travel charge card is issued.
- d. The Employer will ensure that cash limits for ATM access are commensurate with the employee's assignment.

Section 4. No credit check will be performed on the employee as a prerequisite to maintaining a government travel charge card. However, a credit check may be required for a first time applicant in accordance with OMB Circular A-123 Appendix B.

If obtaining a credit score is not possible (e.g. the applicant refuses to provide consent or does not have a credit history) or in the event the applicant has a credit score of less than 660, the Agency may still issue a "restricted" (as defined in "the circular") travel card to a first time applicant, but the Agency is required to conduct an alternative credit worthiness evaluation as defined in "the circular."

Section 5. Any application for an alternative credit worthiness evaluation shall be made utilizing the following questions under the section requesting personal financial information:

- a. In the past seven (7) years, have you or a company over which you exercise control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered for a debt?
- b. Are you currently over one hundred twenty (120) days delinquent on any loan or financial obligation? This includes loans, government travel card accounts, or obligations funded or guaranteed by the Federal Government.
- c. Have you had a government charge card cancelled because of use for other than the official purpose for which it is intended?

Section 6. Credit limits for a restricted travel card, as established by DOT, are set at a \$2500.00 retail limit and a \$100.00 cash limit (ATM) per billing cycle. An employee may request a temporary increase to his/her credit limits (including ATM withdrawals) when on an extended detail, through his/her manager or program coordinator. Any such increase(s) to credit limits will be made on a trip-by-trip basis. Procedures for requesting such approval will be posted on the FAA Employee Travel web site.

Section 7. The Agency shall timely process all employee travel vouchers to ensure that employees are promptly reimbursed for all allowable travel-related expenditures.

Section 8. If the Agency does not process an employee's travel voucher in a timely manner, which results in an employee's delinquent payment (sixty (60) days or more past due), the delinquent payment will not serve as the basis for disciplinary action.

Section 9. If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment,

the delinquent payment will not serve as a basis for disciplinary action.

Section 10. If an employee does not possess a government travel charge card or the charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

ARTICLE 90 LEAVE TRANSFER

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

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

- a. the name, position title and grade or pay level of the potential leave recipient;
- b. the reasons transferred leave is needed, including a brief description of the nature, severity and anticipated duration of the medical emergency and, if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient;
- c. certification from one (1) or more physicians, or other appropriate experts, with respect to the medical emergency, if the potential leave recipient's employing Agency so requires; and

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

Section 3. Employees shall not be required to maintain any minimum leave balance in order to receive donations for qualifying conditions.

Section 4. A leave recipient may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

Section 5. Leave transferred under this Article may be substituted retroactively for a period of leave without pay or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipient's employing agency as the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

Section 6. An employee may submit a voluntary written request to the Agency that a specific number of hours of the donor's accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient.

Section 7. Limitations on donation of annual leave are as follows:

- a. In any one (1) leave year, a leave donor may donate no more than a total of one-half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made.
- b. In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of:
 - (1) one-half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made; or

- (2) the numbers of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay.
- c. The Agency shall establish written criteria for waiving the limitations on donating annual leave under paragraphs (a) and (b) above. Any such waiver shall be documented in writing.

Section 8. A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient so long as the donor's sick leave balance remains at a minimum of two hundred forty (240) hours. Subject to the two hundred forty (240) hour minimum balance requirement, there shall be no limitations placed on the number of sick leave hours donated by employees.

Section 9. While a leave recipient is in a shared leave status, annual and sick leave shall accrue to the credit of the leave recipient at the same rate as if they were in a paid leave status except that:

- a. the maximum amount of annual leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours, or in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty; and
- b. the maximum amount of sick leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours or, in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty.

Any annual or sick leave accrued by a leave recipient under this Section shall be transferred to the appropriate leave account of the leave recipient and shall become available for use:

- a. as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or
- b. if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to them.

Section 10. Restoration of unused transferred leave shall be in accordance with the Agency's existing rules.

DEFINITIONS:

Leave donor: An employee whose voluntary written request for transfer of annual or sick leave to the leave account of a leave recipient that is approved by the Agency.

Leave recipient: A current employee with a medical emergency for whom the Agency has approved an application to receive annual or sick leave from the leave accounts from one or more leave donors.

Medical emergency: A medical condition of an employee or a family member of such employee that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave.

Paid leave status: The administrative status of an employee while the employee is using annual or sick leave accrued or accumulated.

Shared leave status: The administrative status of an employee while the employee is using transferred leave.

ARTICLE 91

INTERCHANGE AGREEMENT

Section 1. The Agency shall actively pursue an interchange agreement with the Office of Personnel Management (OPM) which would ensure portability for employees to other agencies in the competitive service.

ARTICLE 92

PERSONAL PROPERTY CLAIMS

Section 1. As specified in FAA Order 2700.14B, dated 12-19-83, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. The Agency shall assist the employee in the proper filing of their claim.

ARTICLE 93

SELF-REFERRAL

Section 1. 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 (EAP) and completes EAP recommended rehabilitation; and
- b. refrains from any further use of illegal drugs or alcohol misuse in accordance with the policy of DOT Order 3910.1C.

Section 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 Web site with whom employees may consult for determinations of the propriety of an outside employment opportunity.

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

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

- a. If the outside employment is specifically prohibited by law, the employee shall cease the employment immediately.
- b. In all other cases the employee shall cease the employment within fourteen (14) days.

ARTICLE 95

CENTER FOR MANAGEMENT AND EXECUTIVE LEADERSHIP (CMEL)

Section 1. Courses offered at CMEL and the catalog of correspondence courses available throughout the Agency shall be available at all facilities.

Section 2. Employees who wish to attend courses offered at CMEL shall submit their written request to their immediate supervisor. The Agency will notify the employee if they will be scheduled for the requested course. If a position is not available for the requested course, the Agency shall endeavor to accommodate the employee's request at a future date.

Section 3. The Union, upon request, may be afforded access to the use of CMEL for training on an as available basis. When the training requested is for courses offered by CMEL, the training will be conducted utilizing CMEL instructors. The Union will bear all costs, if any, for services provided to the Union, as determined by CMEL.

ARTICLE 96

TEMPORARY DUTY TRAVEL

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

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

Employees who have had their Government travel charge card revoked are not entitled to an advance of funds, unless their card was revoked due to an administrative error or was revoked prior to the signing of this Agreement. An employee, whose travel charge card was revoked for any reason prior to the signing of this Agreement or due to an administrative error, shall be entitled to an advance of funds in accordance with this Section.

Section 3. In order to prevent an undue financial burden upon the employee, travel vouchers are to be processed in accordance with the following:

- a. Employees are to submit vouchers to approving officials within five (5) workdays of completion of trips or every thirty (30) days if the employee is in a continuous travel status. Except as provided for in the current version of the GovTrip Users Manual, travel vouchers shall be submitted using GovTrip software. Employees shall be permitted to complete travel vouchers on duty time.
- b. The Agency shall ensure an employee, who submits a proper voucher for allowable expenses in accordance with applicable travel regulations, receives reimbursement within thirty (30) days after submission of the voucher. If the Agency fails to reimburse an employee who has submitted a proper voucher within thirty (30) days after submission of the voucher, the Agency shall pay the employee's late payment fees as prescribed by the General Services Administration (GSA).

In the case of a questionable item(s) on a submitted travel voucher, the approving official shall notify the employee within two (2) workdays and will attempt to resolve the item(s) as soon as practicable. Should the item(s) not be resolved to the satisfaction of the approving official, he/she shall approve the travel voucher with the questionable item(s)

deleted. The employee may resubmit the disputed item(s) in the event a favorable disposition is later rendered.

Section 4. When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the CONUS, a rest period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

Section 5. When an employee obtains lodging in accordance with FAATP 301-11.50 and the associated travel is curtailed, canceled or interrupted in accordance with Part 301-11.52, it shall be considered that the employee acted reasonably and prudently if the expense was incurred based on time projections as conveyed in writing by management to the employee.

Section 6. The Agency agrees that when an employee, if employed within the CONUS, is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days, the employee may be authorized to travel by Privately Owned Vehicle (POV). Privately Owned Vehicle travel expenses to and from the Academy shall be paid at the rate applicable to such travel as prescribed by the FAATP, as amended, and this Agreement. Payment for local mileage is not authorized.

Section 7. When an employee is authorized a POV to attend FAA Academy courses, they may elect to use common air carrier for travel to and from the Academy, and to use a rental vehicle on a flat-rate basis while at the Academy. No extra charge for miles driven will be paid. Allowable reimbursement shall not exceed authorized mileage and per diem expenses which would have been incurred had the employee traveled by POV to and from the Academy. Rental cars shall be obtained from the GSA supply contract when practicable.

The cost of common air carrier, plus rental car costs, may not exceed the constructive cost of POV.

Section 8. The Agency has determined that an employee's efficiency and productivity will be enhanced if permitted to return to his/her home during extended FAA Academy or out-of-Agency technical training. Therefore, an employee attending a course or consecutive courses of training for more than sixty (60) calendar days shall be allowed one (1) round trip to his/her home station during that period. The travel must be accomplished during the employee's regularly scheduled off-duty time and may not be taken in conjunction with annual or sick leave. Subsequent travel will be allowed in the same manner for every additional sixty (60) calendar days of the same temporary duty assignment.

Section 9. The Agency recognizes the need for local transportation for employees assigned to out-of-Agency training; therefore, the use of a rental car at the training site will be authorized where appropriate. Rental cars shall be obtained from the GSA supply contract when practicable. This Section applies to employees who utilize common carrier transportation.

Section 10. For purposes of this Agreement, the radius used to determine whether an employee performing travel is eligible for the allowance for subsistence expenses under FAATP paragraph 301-11.2(a)(5) shall be measured from the building to which a bargaining unit employee is permanently assigned and from the residence. Notwithstanding the provisions of this Section, an employee is not entitled to per diem at the employee's official station. The Parties recognize that the radius has been established at the regional level.

Section 11. Mileage reimbursement for a Privately Owned Vehicle shall be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP.

Section 12. When an employee will be going on an extended stay travel assignment under FAATP paragraph 301-11.200(b), lodgings plus shall be authorized for the first seven (7) days or until suitable lodging can be found, whichever is less. If, within the first seven (7) days, no suitable lodging can be found at the fixed rate of sixty percent (60%) of the maximum lodging rate set by GSA, and the employee has sought assistance from the Agency's designated travel services contract, the employee shall be granted approval for a higher rate, not to exceed the daily GSA maximum lodging rate, which will cover the lowest available lodging rate. If no kitchen facilities are available, the full M&IE rate will be authorized. If kitchen facilities are available, the reduced M&IE rate will still apply.

Suitable lodging includes, but is not limited to, lodging which contains kitchen facilities located within the local commuting area of the TDY location.

Section 13. Although proof of commercial lodging is required, employees who are reimbursed at a fixed rate established under FAATP Section 301-11.200 shall not be required to submit receipts unless the fixed rate has been raised in accordance with the provisions of Section 12 of this Article.

Section 14. A periodic return trip home, as provided in FAATP paragraph 301-10.6(c), is justified for employees performing an extended stay travel assignment or a continuous travel assignment. Therefore, an employee performing an extended stay travel assignment which is projected to be sixty (60) days or longer or an employee on a continuous travel assignment shall be authorized, at the election of the employee, one (1) round trip to his/her home during each sixty (60) day period.

Section 15. To the extent practicable, the Agency shall provide employees a minimum of thirty (30) days notice of the beginning

and end dates of TDY location assignments and any interruption of TDY assignments.

Section 16. Employees who request shall be authorized the use of portable dwellings for long term or continuous travel. Notwithstanding the provisions contained in FAATP paragraph 301-11.46, an employee's allowable lodging costs shall include monthly telephone use fees and other special user fees if ordinarily included in the price of a hotel/motel in the area concerned.

Section 17. When long term extended assignments will result in a tax liability on travel expenses for bargaining unit employees, the Agency may offer to pay Income Tax Reimbursement Allowance (ITRA). When the Agency pays ITRA, such payment shall be paid in the same manner as the Relocation Income Tax Allowance (RITA).

If the Agency has determined that ITRA will not be offered, employee assignments shall be for periods of less than one year.

Section 18. When making travel arrangements, an employee shall have the option of utilizing the government-contracted travel agent or contacting the airline, hotel and/or rental car services directly.

ARTICLE 97

SECURITY

Section 1. The Agency shall apply its security standards and procedures uniformly throughout the bargaining unit(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 the Agency. This Article is not intended to address emergency situations that may occur, where the Agency determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

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

- I. The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.
- II. Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship.
- III. Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a different geographical area

would allow the employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

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

- a. whether the employee previously used this issue as a hardship.
- b. other unique circumstances.
- c. the distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities 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 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. The Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position. The originating facility will not unreasonably delay the employee's release. If the transfer is denied, the target Service Area shall forward a written justification to the originating Service Area along with a list of all alternative facilities in the geographical area 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 level. After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request.

Section 7. If the employee does not accept one of the alternatives, the response shall be documented and placed in the employee's hardship request file. The employee's original request will be held for fifteen (15) months and reviewed by the ATO Service Area Director 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.

Section 3. The Agency agrees to apply its rules, regulations, directives and orders in a fair and equitable manner. Any changes thereto will be in accordance with Article 7 of this Agreement.

Section 4. Any provision of the United States Code (USC) or Code of Federal Regulations (CFR) which is expressly incorporated by reference in this Agreement is binding on the Parties.

ARTICLE 103

PRINTING OF THE AGREEMENT

Section 1. The Agency shall print this Agreement in booklet form and distribute a copy to each employee in the unit. The Agency shall also provide 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 thirty-six (36) months from the date it is approved by the Parties and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more than one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days preceding the expiration date of this Agreement. Negotiations under the Article to amend the Agreement shall commence not later than thirty (30) calendar days after receipt of the written request. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement

ARTICLE 107

LEGISLATIVE ACTIVITIES

Section 1. Once annually, absent an emergency or other special circumstance, a block of one hundred 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), Traffic Management Coordinators/ Specialists (TMC/TMS) and NOTAMS bargaining units.

Section 2. Definitions

- A. Basic Pay is defined as employee's pay rate excluding applicable Locality Pay adjustment in effect.
- B. Base Pay is defined as the employee's pay rate including applicable Locality Pay adjustment in effect.
- C. The Traffic Count Index from the Air Traffic Control Complexity Formula for Terminal and En Route Pay Setting (Appendix A), is used to determine the ATC Facility Level.
- D. MSS Positions: The Agency has established Manager, Supervisor and Staff (MSS) levels for various categories of positions. These levels are referred to by an identifier of MSS-X.

- E. **Unsuccessful Training:** The inability to successfully conclude an air traffic control training program in either a terminal or en route facility in the Agency. There are three (3) scenarios applicable to unsuccessful training:
1. **Developmental:** Initial certification attempt(s) at a terminal/en route facility(s) with the purpose of attaining Certified Professional Controller status.
 2. **CPC re-certification:** The attempt by a Certified Professional Controller at a terminal/en route facility to regain fully certified status due to a certification loss at his/her present facility (e.g. medical disqualification, loss of currency, or performance).
 3. **CPC certification:** Subsequent certification by a Certified Professional Controller upon reporting to a new terminal/en route facility.
- F. **Certified Professional Controller (CPC):** This title applies exclusively to a civilian Air Traffic Control Specialist who is or has been facility certified in the terminal/en route air traffic control option in the Air Traffic Organization (ATO), and who is currently engaged exclusively in the separation and control of live air traffic in terminal/en route facilities in the ATO. Once facility certified in the terminal/en route option within the Agency, a controller retains the CPC title as long as he/she remains in or regains this ATC career status. For TMCs and TMSs this title applies exclusively to air traffic control specialists who are facility certified and are involved in the traffic flow management of aircraft.
- G. **Developmental Air Traffic Controller:** An air traffic controller in training at a field facility who has never been facility certified in the terminal/en route option in an air traffic control facility in the Agency and therefore has never attained the Certified Professional Controller (CPC) career level.

H. Transfer is defined as any movement of a CPC/TMC/TMS, or Developmental Air Traffic Controller to another CPC/TMC/TMS, MSS-1, or Developmental Controller position at the same, lower or higher ATC Facility Level. This includes bids, swaps and Employee Requested Reassignments. There are four kinds of transfers:

1. Transfer to a higher level facility.
2. Transfer to a lower level facility.
3. Transfer to the same level facility.
4. Either voluntary or involuntary transfer between CPC and MSS-1 position.

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

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

Section 3. ATC Pay Rate and Differentials

- A. Bargaining unit employees shall have their pay determined by the ATC Facility Level to which they are assigned. Field ATC Facility Levels range from ATC-4 through ATC-12. The Air Traffic Control System Command Center (ATCSCC) shall be equivalent to the highest ATC level facility in the NAS. NOTAM Specialists shall retain their current pay and be transitioned to the Facility Pay Level 8 pay band as referenced in Appendix C.
- B. COLA Pay/Post Differential: Eligible bargaining unit employees will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous forty-eight (48) states.

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

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

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

Section 4. New Hire/New Entrant/Reentrant Pay Setting

- A. A New Hire is an individual who has never been employed by the Agency as an Air Traffic Controller in the terminal/en route option in the ATO. A New Hire who is required to attend the FAA Academy shall have Basic Pay set at the Academy Graduate (AG) pay band effective the day after their graduation from the FAA Academy. If a New Hire is not

required to attend the FAA Academy, Basic Pay shall be set at the AG pay band upon the effective date of their appointment to their facility of record and receive further increases in accordance with Section 5.

- B. A New Entrant is a federal employee who has never been employed by the Agency as an Air Traffic Control Specialist in the terminal/en route option. A New Entrant, whether or not he/she is required to attend the FAA Academy, will retain their current Federal Pay up to the maximum of the Developmental-3 pay band (career level G) and receive further increases in accordance with Section 5.
- C. For a Military or DOD Civilian controller with fifty-two (52) consecutive weeks experience as a certified air traffic controller that completes training at the Academy (if required) and reports to their assigned facility, pay will be set at the minimum of the lowest developmental level pay band for the assigned ATC facility.
- D. When any employee meets more than one of the criteria in this Section, the employee's pay will be initially set using the criteria that provides the employee with the highest pay.
- E. A Re-entrant into the Terminal/En Route Option:
 - 1. CPC Re-entrant: An individual who is not currently employed as an Air Traffic Controller by the Agency but was previously a FPL/CPC Air Traffic Controller in the Agency terminal/en route option. The individuals covered by the provisions of this subsection will be considered a CPC at their assigned facility. All subsequent transfers, promotions and other types of employee movement shall be in accordance with applicable rules, regulations and this Agreement.

- a. CPC Re-entrant currently employed by the Federal Government will retain current Basic Pay so long as that rate of pay fits within the established CPC pay band for the facility to which assigned. If current Basic Pay is below the minimum of the CPC pay band, pay will be raised to the minimum of the CPC pay band. If the current Basic Pay exceeds the established CPC pay band for the ATC Facility Level, pay will be set at the top of the CPC pay band
- b. CPC Re-entrants not currently employed by the Federal Government:

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

2. Developmental Air Traffic Controller Re-entrant: An individual who is not currently employed as an Air Traffic Controller by the Agency, but was previously a developmental controller in the Agency, is not required to attend the FAA Academy and is placed directly into a terminal/en route facility.
 - a. For all developmental re-entrants that have been separated for more than one (1) year, the starting salary will be set at the Academy Graduate pay band.

- b. Former developmental controllers that have been rehired within one (1) year after voluntarily leaving the Agency will have their pay set at the minimum of the equivalent developmental stage prior to leaving.

Section 5. Developmental Pay Setting

All new hires, rehires or employees transferring after the effective date of this Agreement will transition through the applicable Developmental Pay Progression stages as established by the Agency. For pay setting purposes, employees will be paid the following percentages of the difference between the AG pay band minimum and the CPC pay band minimum as they successfully complete each stage: Developmental-1 (D1) shall be twenty-five percent (25%), Developmental-2 (D2) shall be fifty percent (50%), Developmental-3 (D3) shall be seventy-five percent (75%) and CPC shall be the CPC band minimum. Progression upward to the next developmental stage will be to the minimum of the next developmental pay band or a 6% increase to their Basic Pay, whichever is greater.

Section 6. Transfer Pay Setting

- A. CPC Transfer: Once a controller has achieved CPC status in the first terminal/en route facility, that status is permanent. For a CPC, pay is set as follows:
 1. Upon transfer to a higher ATC Level Facility, Basic Pay is increased to the minimum of the new CPC pay band, or is increased by six percent (6%), whichever is greater, not to exceed the new band maximum, for transfers to a higher level facility up to the level 10 facility. Employees transferring to level 11 or 12 facilities from a level 4 through 10 facility, Basic Pay is increased to the minimum of the new CPC pay band or

is increased by eight percent (8%), whichever is greater, not to exceed the new band maximum.

Note: Former Air Traffic Pay Plan employees whose current salary exceeds the pay band maximum of the new facility will not receive the percentage increase; their Basic Pay will remain unchanged.

2. Transfers from an ATC-11 to an ATC-12, Basic Pay is increased to the minimum of the new CPC pay band or is increased by six percent (6%), whichever is greater, not to exceed the new band maximum.

Note: Former Air Traffic Pay Plan employees whose current salary exceeds the pay band maximum of the new facility will not receive the six percent (6%) increase; their Basic Pay will remain unchanged.

Note: Former Air Traffic Pay Plan employees that transfer to the same level facility and whose current salary exceeds the pay band maximum of the new facility, Basic Pay will remain unchanged.

3. One-half (1/2) of the increase is paid upon initial transfer to the new facility; the other one-half (1/2) is paid when fully certified in the new facility. If the employee's current Basic Pay is above the pay band maximum at the new facility, the employee retains his/her pay with no additional increase to Basic Pay.

Note: A CPC who transferred to a higher level facility prior to October 1, 2009, will receive increases to basic pay as follows:

- a. An employee that has not received any portion of the four (4) target increments, will receive one-half (1/2) of their increase.

- b. If an employee has received one of their target increments (25%), they will receive the second twenty-five percent (25%). They will receive the remaining target increment (50%) upon completion of CPC certification.
 - c. If an employee has received two (50%) or more of the four (4) target increments, they will not receive any additional target increments until they complete CPC certification, at which time they will receive the remaining target increase.
- 4. Upon voluntary transfer to a lower ATC level facility, Basic Pay is set at the current Basic Pay if that rate falls within the new CPC pay band. If current Basic Pay is higher than the top of the new band, Basic Pay is set at the top of the CPC pay band.
- 5. Upon involuntary transfer, through no fault of the employee, to a lower ATC Level facility, Basic Pay is unchanged and the employee shall be granted pay retention in accordance with this Agreement.
- 6. A CPC who transfers into a new facility is a CPC-in-Training (CPC-IT).
- 7. A CPC-IT who does not achieve facility certification in the new facility shall have their pay set as follows:
 - a. A CPC-IT who is unsuccessful prior to becoming fully certified at the new facility will have their Basic Pay set as though the employee never left the facility where he/she was fully certified, effective on the reporting date to the new facility. When assigned to another ATC level facility, pay will then be set as described above for a CPC transfer.

- b. If the employee is placed in a lower level facility than where the employee was previously certified, Basic Pay will be set as though they never left their original facility; however, pay shall not exceed the top of the CPC pay band for the employee's new facility/area.

Note: Pay setting for mutual reassignment and hardship transfers are covered under the provisions of Section 6C of this Article.

B. Developmental Controller Transfer:

1. Upon voluntary transfer to a higher-level facility, Basic Pay is unchanged. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.
2. Upon voluntary transfer to a lower level facility, Basic Pay is set at current Basic Pay if that pay falls within the pay band of the same developmental stage of the lower level facility, up to the pay band maximum. If the same developmental stage does not exist at the new facility, employee's pay is set at the lowest available developmental stage at the new facility not to exceed the developmental pay band maximum. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.
3. Upon transfer to the same level facility, Basic Pay is unchanged. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.
4. A developmental controller that transferred to a new facility that does not achieve area/facility certification and is assigned a lower level facility shall have their

pay set at the same developmental stage percentage of the lower level facility's minimum developmental stage. If the same developmental stage does not exist at the new facility, the employee's pay is set at the lowest available developmental stage at the new facility, and pay may not exceed the developmental pay band maximum. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.

5. Upon involuntary transfer, through no fault of the employee, to a lower Facility Level, Basic Pay is unchanged and the employee shall be granted pay retention in accordance with this Agreement.

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

1. Certified Professional Controllers (CPC) and Certified Professional Controllers in Training (CPC-IT) who have transferred under Section 6A of this Article (fifty percent (50%) on the go/fifty percent (50%) upon certification) who have not yet certified:
 - a. Transferring to the same or higher ATC level facility:
 - i. No change in Basic Pay. There is no increase in pay as a result of the transfer (no fifty percent (50%) on the go/fifty percent (50%) upon certification). Pay retention may apply.
 - ii. If pay is below the CPC pay band at the new facility, Basic Pay is set at the

minimum of the pay band upon becoming facility rated/area certified.

- b. Transferring to a lower ATC level facility:
 - i. If current pay fits into the CPC pay band of the lower level facility, employee retains current Basic Pay. There is no increase in Basic Pay as a result of the transfer (no fifty percent (50%) on the go/fifty percent (50%) upon certification).
 - ii. If current pay is higher than the top of the new CPC pay band, Basic Pay is set at the top of the new pay band. There is no increase in Basic Pay as a result of the transfer (no fifty percent (50%) on the go/fifty percent (50%) upon certification).
 - iii. CPC-IT employees who previously moved under Section 6A of this Article (fifty percent (50%) on the go/fifty percent (50%) upon certification) and have not certified will have their Basic Pay set as though they never left the facility where the employee was fully certified. When assigned to a subsequent facility, Basic Pay will then be set as described above for a CPC transfer.

CPC and CPC-IT employees who transfer to a lower ATC Facility Level under the rules in this Section, and who subsequently transfer to a higher ATC Facility Level within three (3) years of the effective date of the first transfer, will have pay set under this Section rather than under Section 6A of this Article.

Section 7. Annual Adjustments to Pay Bands

Pay bands are to be adjusted annually in the first full pay period of January 2011 and 2012 equivalent to the manner pay bands are adjusted for employees in the Core Compensation Pay Plan.

Section 8. Annual Pay Adjustments

- A. Each employee will receive an annual increase of three percent (3%) to their Basic Pay in lieu of an Organizational Success Increase (OSI) and Superior Contribution Increase (SCI) in January 2010, 2011 and 2012 or the pay band minimum, whichever is greater.
- B. Bargaining unit employees who are eligible to retire from federal service shall receive an additional one percent (1%) increase to their Base Pay in January 2010 and January 2011. The one percent (1%) increase discussed in this section is payable only to those BUEs who are eligible to retire from federal service on the date that the increase is paid in a particular year.
- C. Bargaining unit employees who are on board the first full pay period in February 2012 and were either an FAA Academy student or developmental controller (but not CPC-IT) on September 3, 2006, will receive an eight percent (8%) increase to Basic Pay the first full pay period in February 2012.

Section 9. Bargaining unit employees in a facility whose pay level increases will have their Basic Pay increased by six percent (6%) for each level the facility is raised, or to the new pay band minimum, whichever is greater. Developmentals and CPC-ITs, TMC-ITs and TMS-ITs in a facility whose pay level increases will have their current developmental Basic Pay increased by six percent (6%) per level and subsequent developmental pay sets will be recalculated to correspond with the new pay level. An employee already within his/her pay band shall receive the increases as stated above, however they

may not exceed the maximum of their new pay band. Employees that are already above the new ATSP pay band maximum prior to the upgrade shall not receive an increase.

Section 10. Bargaining unit employees whose pay level decreases shall be granted pay retention in accordance with this agreement.

- A. Pay Retention: Employees whose basic rate of pay exceeds the CPC band maximum shall receive fifty percent (50%) of all annual increases as an adjustment to Basic Pay and fifty percent (50%) will be paid in lump sum. Locality Pay shall always be an adjustment to Basic Pay.
- B. Facility Level Retention shall apply for two years commencing on the effective date of the facility level decrease. Employees assigned to the facility on the effective date of the level decrease shall retain the previous higher-level CPC pay band. Transfers and new hires assigned to the new lower level facility after the effective date shall be paid in accordance with the new applicable CPC and developmental pay band.

Section 11. The Parties agree to meet within sixty (60) days of the effective date of this Agreement to discuss the process for future ATC Level changes.

Section 12. Controller Incentive Pay (CIP)

Within sixty (60) days of effective date of the Agreement, the Parties will meet to determine how the CIP pool, fixed at \$30,000,000 annually, will be allocated.

In the interim, beginning the first full pay period in FY 2010, all employees assigned to facilities eligible to receive CIP will receive CIP at the facility-specific CIP rate in effect prior to September 1, 2006.

- All bargaining unit employees assigned to C90 and FAI will receive CIP at the eight percent (8%) level.

- All bargaining unit employees assigned to ACK, ASE, and GCN will receive CIP at the ten percent (10%) level.
- Employees are not entitled to any retroactive CIP payments.

The total amount of funds available to pay CIP to all employees in fiscal years 2010 and beyond shall be fixed at \$30,000,000.

Section 13. Promotions/Demotions.

A. A Promotion is defined as:

1. movement from Academy completion into the first developmental stage.
2. movement from the final developmental stage into the CPC position.
3. movement from the CPC position to an MSS-2 or higher position.

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

Note: Movement by a CPC to a higher level ATC facility is not considered a promotion but rather a transfer.

B. A Temporary Promotion is defined as movement from a CPC to MSS-2 or higher position for a temporary period of time. Consistent with its temporary nature, following the conclusion of a temporary promotion, the BUE's preexisting Basic Pay and Union-determined seniority (Article 83) will be reinstated as though the employee had never left the bargaining unit position previously assigned without accruing seniority for the duration of the temporary promotion. Pay during a temporary promotion has no influence on permanent pay when returned to position of record, regardless of the duration of the temporary promotion.

- C. A Demotion (not applicable within/from CPC career level) is defined as movement from an MSS-2 position or higher into a CPC position.

Note: Movement to a lower level ATC facility is not considered a demotion but rather a transfer.

- D. Voluntary/Involuntary Demotion: When a non-bargaining unit employee is demoted to a CPC position, Basic Pay is set in the new pay band as if the employee never left their bargaining unit position.

Note: Demotions are not applicable within or from the CPC career level.

Note: Movement by a CPC to a lower level ATC facility is not considered a demotion but rather a transfer.

ARTICLE 109

WAIVER OF OVERPAYMENTS

Section 1. An employee may request a waiver and/or a hearing to challenge the validity of any indebtedness or erroneous payment of pay or allowances or of travel, transportation or relocation allowances in accordance with FAA Order 2770.2.

Section 2. No monies shall be collected or withheld for any indebtedness or erroneous payment until final adjudication of any waiver, hearing or appeals request.

ARTICLE 110

VETERANS RIGHTS

Section 1. The Agency agrees to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as required by 38 USC, Chapter 43.

Section 2. The Agency shall post the provisions of USERRA in all facilities.

ARTICLE 111

PAY ADMINISTRATION

Section 1. Promotions to positions within the unit, including those resulting from facility classification changes, increases in Facility Level Changes, employee transfers and developmental pay progressions shall be effective the next calendar day after the employee becomes fully eligible.

Section 2. When an employee becomes entitled to two (2) or more pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit. OSI/SCI will be handled in accordance with Article 108 of this Agreement.

ARTICLE 112

OPERATIONAL ERROR REDUCTION INITIATIVES

Section 1. The Parties agree to meet at the national level within one hundred eighty (180) days of the signing of this Agreement to discuss the Union's expanded participation in the Agency's evolution of a safety culture. This will include all aspects of the Safety Management System (SMS).

ARTICLE 113

RUNWAY INCURSION PREVENTION

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

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

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

Section 4. Once the facility Air Traffic Manager is notified of the yearly RSAT schedule, he/she shall notify the Facility Representative. The Agency shall notify the facility at least thirty (30) days prior to the scheduled RSAT unless an exigency exists.

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

ARTICLE 114 NEXTGEN IMPLEMENTATION

Section 1. Within one hundred twenty (120) days of the signing of this Agreement, the Parties shall meet to develop a program for full participation by the Union to further the development and implementation of NextGen. Any negotiations for the establishment of this program shall be handled in accordance with Article 7 of this Agreement.

ARTICLE 115 AUTOMATED EXTERNAL DEFIBRILLATION (AED)

Section 1. The Agency has committed to a pilot program to implement a Public Access to Defibrillation (PAD) program. The pilot program was established in accordance with Department of Health and Human Services and General Services Administration guidelines. The Agency agrees to make every reasonable effort to complete the implementation of the PAD program prior to the end of this Agreement.

Section 2. Within twenty-four (24) months of the signing of this Agreement, the Agency shall evaluate the feasibility of extending the PAD program to all other facilities.

Section 3. The National Occupational Safety, Health and Environmental Compliance Committee (OSHECCOM) shall provide oversight and shall assist in the implementation and maintenance of the FAA-wide PAD program through the currently established PAD Program Working Group. Any workgroup established in regards to implementation and maintenance of the PAD program shall include a Union representative who shall receive duty time if not in a duty status. Local OSHECCOMs will work closely with the National OSHECCOM to assist in implementation of the Agency's PAD program at the facility level. Issues regarding the PAD program that cannot be resolved at the local level OSHECCOM will be elevated to the National OSHECCOM in accordance with the OSHECCOM Charter.

ARTICLE 116

CHILD CARE SUBSIDY

Section 1. The Parties recognize the desirability of reducing the expense borne by lower-income families to obtain child care for children age thirteen (13) or under or who are disabled and under the age of eighteen (18). The bargaining units shall be eligible to participate in the Agency's child care subsidy program in accordance with the provisions of HRPM WL-12.1, FAA HROI entitled "Process for Applying for the Child Care Subsidy Program", and Public Law 107-67, Sec. 630. To the extent authorized by law, the Agency shall provide a child care subsidy to eligible employees whose total family income does not exceed \$72,000. Total family income is defined as the income of the child's parent(s)/guardian(s) living in the same household as the

child, and listed on their IRS tax forms as their Adjusted Gross Income.

Section 2. The subsidies will be provided in accordance with the following scale:

| Family Income | Percentage of Total Child Care Costs Paid By the Agency |
|-------------------|---|
| Over \$72,000 | 0% |
| \$60,001-\$72,000 | 30% |
| \$45,001-\$60,000 | 45% |
| \$45,000 or less | 70% |

Section 3. The family income ceilings for each subsidy level shall be annually adjusted by the size of the increase in the General Schedule in the Washington, DC locality.

Section 4. The subsidy will be paid directly to the child care provider.

Section 5. The employee shall be responsible for any tax liability.

Section 6. The employee and service provider shall provide the vendor administering the program all of the information necessary to process payments in accordance with FAA HROI entitled “Process for Applying for the Child Care Subsidy Program” dated 6/1/2008.

Section 7. For the purposes of this Article child is defined as:

- a. a biological child who lives with the employee;
- b. an adopted child who lives with the employee;
- c. a stepchild who lives with the employee;
- d. a foster child who lives with the employee;
- e. a child for whom a judicial determination of support has been obtained; and/or

- f. a child whose support the employee who is a parent or legal guardian makes regular and substantial contributions.

ARTICLE 117
DEPENDENT EDUCATION
AT NON-CONUS LOCATIONS

Section 1. Unless prohibited by law, the Agency shall certify as eligible to attend the Department of Defense Elementary and Secondary Schools (DDESS) program the dependent children of all bargaining unit employees attaining school age currently assigned to any facility outside the Continental United States (CONUS) where the Secretary of Defense has determined, under his/her authority under 10 USC 2164(a), that the appropriate educational programs are not available through the local educational Agency.

Section 2. Upon registration documentation of enrollment being provided to the appropriate Agency official, the Agency shall promptly make payment to the institution for tuition.

APPENDIX A
COMPLEXITY FORMULA FOR PAY SETTING

Complexity Formula for Pay Setting

Air Traffic Control

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



June 2009

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Terminal and En Route

STATEMENT OF COVERAGE

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

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

FUTURE ADJUSTMENTS TO THE EVALUATION CRITERIA

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

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

APPLICATION OF COMPLEXITY FORMULA FOR PAY SETTING

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

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

PART I - TERMINAL FACILITIES

CATEGORIES OF AIR TRAFFIC CONTROL TERMINALS

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

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

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

THE INFLUENCE OF ENVIRONMENTAL AND OPERATIONAL COMPLEXITY FACTORS

These factors are:

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

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

criteria discussed in the section titled "Weighting and Modifying the Traffic Count to Reflect Complexity."

THE INFLUENCE OF TRAFFIC CONGESTION ON COMPLEXITY

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

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

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

COMPLEXITY FORMULA

SUSTAINED TRAFFIC INDEX

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

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

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

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

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

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

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

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

where:

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

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

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

FLIGHT OPERATIONS COUNTED

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

WEIGHTING AND MODIFYING THE TRAFFIC COUNT TO REFLECT COMPLEXITY

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

I. TOWER WITHOUT RADAR

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

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

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

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

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

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

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

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

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

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

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

2. Determine which of the two (i.e. air carrier and military traffic combined

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

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

Example:

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

J. Each facility:

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

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

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

country = 1%

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

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

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

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

Example:

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

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

Example:

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

4. Facility profile count (J) = 8.5

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

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

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

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

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

IIa. TOWER WITHOUT RADAR

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

IIb. NON-RADAR APPROACH CONTROL

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

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

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

determining runway configuration.)

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

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

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

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

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

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

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

Example:

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

M. Each facility:

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

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

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

Example:

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

Example:

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

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

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

IIc. COMBINED COUNT

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

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

III. TOWER WITH RADAR

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

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

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

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

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

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

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

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

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

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

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

Example:

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

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

6. Average weighted hourly count (G) = 100

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

J. Each facility:

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

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

2. If it has ASOS = .5%

3. If it has LAWRS = 1%

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

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

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

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

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

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

Example:

1. Class B airspace = 25%

2. ASOS = .5%

3. LAWRS = 1%

4. Terrain = 0%

5. Foreign country = 0%

6. Airport proximity (1) = 2.5%
7. Total = 29%
8. Average weighted hourly count (G) = 100
9. $.29 \times 100 = 29$

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

Example:

1. Average weighted hourly count (G) = 100;
2. Military add-on count (H) = 5
3. Mix of traffic count (I) = 10.5
4. Facility profile count (J) = 29

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

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

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

IV. COMBINATION RADAR APPROACH CONTROL TERMINAL AND TOWER WITH RADAR

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

IVa. TOWER WITH RADAR

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

IVb. TERMINAL RADAR APPROACH CONTROL (TRACON)

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

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

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

(Note: If two or more configurations exist at one airport, the highest multiplier shall be used; if a runway is not in a commissioned status as defined in the Airport / Facilities Directory it should not be considered in determining runway configuration.)
- E. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at secondary airports fifteen (15) miles or less from the primary airport is given a weight of 1.50.
- F. Each IFR/SVFR arrival, departure, or VFR practice instrument approach count at secondary airports more than fifteen (15) miles from the primary airport is given a weight of 1.25.
- G. Each VFR arrival or departure count at secondary airports is given a weight of 1.00.
- H. Each IFR/SVFR overflight count is given a weight of 1.25.
- I. Each VFR overflight count is given a weight of 1.00.
- J. The hourly counts for all operations (D) through (I) are added together to obtain the average weighted hourly count.
- K. For each day and the prior 364 days (i.e. use a 365 day count), calculate the percent that military air traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (J). This will yield the military add-on count (K). (Example: The military traffic count equals 20% of the total traffic count; the average weighted hourly count (J) = 100). The formula is:

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

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

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

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

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

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

Example:

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

6. Average weighted hourly count (J) = 100

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

M. Each facility:

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

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

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

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

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

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

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

Example:

1. Class B airspace = 25%

2. Terrain = 0%

3. Foreign country = 0%

4. Total = 25%

5. Average weighted hourly count (J) = 100

6. $.25 \times 100 = 25$

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

Example:

1. Percent non-radar sector traffic is of total traffic = 8%
 2. Average weighted hourly count (J) = 100
 3. $100 \times .08 = 8$
 4. $8 / 4 = 2$
- O. Add the military add-on count derived in (K) above, the mix of traffic add-on count derived in (L) above, the facility profile add-on count derived in (M) above and the non radar add-on derived in (N) above to the average weighted hourly count derived in (J) to yield the modified average weighted hourly count (O).

Example:

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

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

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

IVc. COMBINED COUNT

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

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

V. TERMINAL RADAR APPROACH CONTROL (TRACON)

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

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

VI. COMBINED TRACON FACILITY

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

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

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

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

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

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

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

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

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

Example:

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

J. Each facility:

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

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

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

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

Example:

1. Class B airspace = 25%
 2. Terrain = 0%
 3. Foreign country = 0%
 4. Total = 25%
 5. Average weighted hourly count (G) = 100
 6. $.25 \times 100 = 25$
- K. For each day and the prior 364 days (i.e. use a 365 day count) calculate the percent that a non-radar sector traffic comprises of total air traffic. Divide that percent figure by four, and then multiply by the average weighted hourly count derived in (G) to yield the non-radar count.

Example:

1. Percent non-radar sector traffic is of total traffic = 8%
 2. Average weighted hourly count (G) = 100
 3. $100 \times .08 = 8$
 4. $8 / 4 = 2$
- L. Add the military add-on count derived in (H) above, the mix of traffic add-on count derived in (I) above, the facility profile add-on count derived in (J) above,

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

Example:

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

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

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

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

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

INFLUENCE OF ENVIRONMENTAL AND OPERATIONAL COMPLEXITY FACTORS

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

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

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

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

COMPLEXITY FORMULA

SUSTAINED TRAFFIC INDEX

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

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

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

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

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

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

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

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

where:

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

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

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

FLIGHT OPERATIONS COUNTED

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

WEIGHTING AND MODIFYING THE TRAFFIC COUNT TO REFLECT COMPLEXITY

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

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

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

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

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

- J. For each day, and the prior 364 days (i.e., use a 365 day count) calculate:
1. The percent of total traffic that is:
 - a. Jet aircraft
 - b. Piston powered and turbo-prop aircraft combined
 2. Take the lower percentage of the two figures derived in (1) above and divide it by four, then multiply by the average weighted hourly count derived in (H). This will yield the traffic mix add-on count.

Example:

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

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

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

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

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

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

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

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

Example:

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

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

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

Example:

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

O. Each facility:

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

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

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

Example:

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

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

Example:

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

Modified average weighted hourly count (P) =

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

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

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

PART III - COMBINED CONTROL FACILITY (CCF) POSITIONS

INFLUENCE OF ENVIRONMENTAL AND OPERATIONAL COMPLEXITY FACTORS

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

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

COMPLEXITY FORMULA

SUSTAINED TRAFFIC INDEX

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

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

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

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

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

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

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

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

where:

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

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

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

FLIGHT OPERATIONS COUNTED

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

WEIGHTING AND MODIFYING THE TRAFFIC COUNT TO REFLECT COMPLEXITY

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

I. TOWER OPERATIONS

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

II. NON RADAR-APPROACH CONTROL OPERATIONS

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

III. TERMINAL RADAR APPROACH CONTROL OPERATIONS

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

IV. CENTER OPERATIONS

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

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

2.0.

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

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

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

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

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

- 1. The percent of total traffic that is:

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

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

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

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

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

Example:

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

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

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

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

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

L. Each Facility:

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

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

Example:

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

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

Example:

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

Modified average weighted hourly count (M) =

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

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

V. COMBINING OPERATIONS

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

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

ADMINISTRATION OF THE STANDARD

1. MINIMIZING UNWARRANTED FACILITY PAY LEVEL FLUCTUATIONS

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

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

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

2. RAISING FACILITY PAY LEVELS

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

3. LOWERING FACILITY PAY LEVELS

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

APPEAL PROCESS

WHAT MAY BE APPEALED:

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

WHO MAY APPEAL:

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

HOW TO FILE AN APPEAL:

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

THE APPEALS PROCESS:

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

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

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

1. The CAB:

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

IMPACT OF DECISIONS:

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MOA - Military Operations Area

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

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

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

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

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

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

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

Secondary airport - An airport not considered the primary airport for an air traffic control

facility for which air traffic services are provided by that ATC facility.

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

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

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

Traffic Count Index - A combined measure of the complexity of the air traffic and the sustained traffic index at each facility. It is the measure used to set facility pay levels.

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

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

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

Tower With Radar - An airport traffic control terminal that provides traffic advisories, spacing, sequencing, and separation services to VFR and IFR aircraft operating within the vicinity of the airport using a combination of radar and direct observations.

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

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

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

TRSA - Airspace surrounding designated airports wherein ATC provides radar vectoring,

sequencing, and separation on a full-time basis for all IFR and participating VFR aircraft.

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

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

APPENDIX 1

Complexity-Based Facility Pay Levels

| TCI RANGE | | BUFFER | | FACILITY PAY LEVEL |
|---|---|--------|-----|--------------------|
| <u>Towers Without Radar</u> | | | | |
| 315 | - | | 299 | FPL - 9 |
| 250 | - | 314.9 | 238 | FPL - 8 |
| 185 | - | 249.9 | 176 | FPL - 7 |
| 120 | - | 184.9 | 114 | FPL - 6 |
| 85 | - | 119.9 | 81 | FPL - 5 |
| 50 | - | 84.9 | 48 | FPL - 4 |
| 0 | | 49.9 | | FPL-3 |
| <u>TRACONS</u> | | | | |
| 750 | - | | 713 | FPL - 12 |
| 500 | - | 749.9 | 475 | FPL - 11 |
| 350 | - | 499.9 | 333 | FPL - 10 |
| 225 | - | 349.9 | 214 | FPL - 9 |
| 140 | - | 224.9 | 133 | FPL - 8 |
| 95 | - | 139.9 | 90 | FPL - 7 |
| 50 | - | 94.9 | 48 | FPL - 6 |
| 0 | - | 49.9 | | FPL - 5 |
| <u>Combined Tower and TRACON</u> | | | | |
| 950 | - | | 903 | FPL - 12 |
| 700 | - | 949.9 | 665 | FPL - 11 |
| 500 | - | 699.9 | 475 | FPL - 10 |
| 325 | - | 499.9 | 309 | FPL - 9 |
| 215 | - | 324.9 | 204 | FPL - 8 |
| 140 | - | 214.9 | 133 | FPL - 7 |
| 95 | - | 139.9 | 90 | FPL - 6 |
| 0 | - | 94.9 | | FPL - 5 |

Non-Radar Approach & Tower

| | | | | |
|-----|---|-------|-----|---------|
| 180 | - | | 171 | FPL - 8 |
| 120 | - | 179.9 | 114 | FPL - 7 |
| 70 | - | 119.9 | 67 | FPL - 6 |
| 0 | - | 69.9 | 0 | FPL - 5 |

Combined Control Facilities

| | | | | |
|-----|---|-------|-----|----------|
| 900 | - | | 855 | FPL - 11 |
| 750 | - | 899.9 | 713 | FPL - 10 |
| 400 | - | 749.9 | 380 | FPL - 9 |
| 150 | - | 399.9 | 143 | FPL - 8 |
| 100 | - | 149.9 | 95 | FPL - 7 |
| 0 | - | 99.9 | | FPL - 6 |

Towers With Radar

| | | | | |
|-----|---|-------|-----|----------|
| 500 | - | | 475 | FPL - 12 |
| 400 | - | 499.9 | 380 | FPL - 11 |
| 315 | - | 399.9 | 299 | FPL - 10 |
| 250 | - | 314.9 | 238 | FPL - 9 |
| 185 | - | 249.9 | 176 | FPL - 8 |
| 120 | - | 184.9 | 114 | FPL - 7 |
| 85 | - | 119.9 | 81 | FPL - 6 |
| 50 | - | 84.9 | 48 | FPL - 5 |
| 0 | - | 49.9 | | FPL-4 |

Air Route Traffic Control Centers

| | | | | |
|------|---|--------|------|----------|
| 1550 | - | | 1473 | FPL - 12 |
| 1250 | - | 1549.9 | 1188 | FPL - 11 |
| 600 | - | 1249.9 | 570 | FPL - 10 |
| 0 | - | 599.9 | | FPL - 9 |

Combined Tracons

| | | | | |
|------|---|--------|------|----------|
| 1500 | - | | 1425 | FPL - 12 |
| 1000 | - | 1499.9 | 950 | FPL - 11 |
| 500 | - | 999.9 | 475 | FPL - 10 |

0 - 499.9

FPL - 9

End

APPENDIX B

TRAINING PROGRESSION REQUIREMENTS

| ATC Level | Career Level | Tower | Tracon or Combined Tracon | Combined Tower/Tracon | Center/Center Oceanic | Combined Control Facility |
|-----------|-----------------------------------|---------------------------------|---------------------------------|---------------------------------|--|---------------------------------|
| 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 Other Positions |
| | Developmental-2 | N/A | N/A | FD + 33% of All Other Positions | N/A | FD + 50% of All Other Positions |
| | Developmental-3 | FD + 50% of All Other Positions | FD + 50% of All Other Positions | FD + 66% of All Other Positions | N/A | FD + 75% of All Other Positions |
| | Certified Professional Controller | All Positions | All Positions | All Positions | N/A | All Positions |
| ATC-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 | 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 | 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 | 2 Radar Associate or 1 RA and 1 Radar Position | FD + 25% of All Other Positions |
| | Developmental-2 | FD + 33% of All Other Positions | FD + 33% of All Other Positions | FD + 50% of All Other Positions | All Radar Associate Positions | 50% of All Other Positions |
| | Developmental-3 | FD + 66% of All Other Positions | FD + 66% of All Other Positions | FD + 75% of All Other Positions | 2 R-Sides | 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 | 2 Radar Associate or 1 RA and 1 Radar Position | FD + 25% of All Other Positions |
| | Developmental-2 | FD + 50% of All Other Positions | FD + 50% of All Other Positions | FD + 50% of All Other Positions | All Radar Associate Positions | 50% of All Other Positions |
| | Developmental-3 | FD + 75% of All Other Positions | FD + 75% of All Other Positions | FD + 75% of All Other Positions | 2 R-Sides | 75% of All Other Positions |
| | Certified Professional Controller | All Positions | All Positions | All Positions | All Positions | All Positions |

2009 Mediation (A5 Amendments)
Page 1 of 2
8-11-2009

| ATC Level | Career Level | Tower | Tracon or Combined Tracon | Combined Tower/Tracon | Center | CCF |
|-----------|-----------------------------------|----------------------------------|---------------------------------|---------------------------------|--|---------------------------------|
| ATC-11 | Developmental-1 | FD + 25% of All Other Positions | FD + 25% of All Other Positions | FD + 25% of All Other Positions | 2 Radar Associate or 1 RA and 1 Radar Position | FD + 25% of All Other Positions |
| | Developmental-2 | FD + 50% of All Other Positions | FD + 50% of All Other Positions | FD + 50% of All Other Positions | All Radar Associate Positions | 50% of All Other Positions |
| | Developmental-3 | FD + 75% of All Other Positions | FD + 75% of All Other Positions | FD + 75% of All Other Positions | 2 R-Sides | 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 | 2 Radar Associate or 1 RA and 1 Radar Position | N/A |
| | Developmental-2 | FD + 50% of All Other Positions | FD + 50% of All Other Positions | FD + 50% of All Other Positions | All Radar Associate Positions | N/A |
| | Developmental-3 | FD + 75% of All Other Positions | FD + 75% of All Other Positions | FD + 75% of All Other Positions | 2 R-Sides | N/A |
| | Certified Professional Controller | All Positions | All Positions | All Positions | All Positions | N/A |
| | | | | | | |
| ATCSCC | Developmental-1 | N/A | | | | |
| ATC-12 | Developmental-2 | Completion of Classroom Training | | | | |
| | Developmental-3 | 50% of All Positions | | | | |
| | Certified Professional Controller | All Positions | | | | |

APPENDIX C

PAY BANDS

| 2010 Pay Bands (Excluding Locality Pay) | | | | | | | | | | |
|---|---------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|
| | Min/Max | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| CPC | Maximum | \$55,173 | \$58,101 | \$67,481 | \$70,833 | \$80,785 | \$86,388 | \$98,689 | \$105,089 | \$114,106 |
| | Minimum | \$40,869 | \$43,038 | \$49,986 | \$52,469 | \$59,841 | \$63,991 | \$73,103 | \$77,844 | \$84,523 |
| D3 | Maximum | N/A | \$43,038 | \$49,986 | \$52,469 | \$59,841 | \$63,991 | \$73,103 | \$77,844 | \$84,523 |
| | Minimum | N/A | \$41,546 | \$46,757 | \$48,619 | \$54,148 | \$57,261 | \$64,095 | \$67,651 | \$72,660 |
| D2 | Maximum | N/A | N/A | \$46,757 | \$48,619 | \$54,148 | \$57,261 | \$64,095 | \$67,651 | \$72,660 |
| | Minimum | N/A | N/A | \$43,528 | \$44,770 | \$48,456 | \$50,531 | \$55,087 | \$57,457 | \$60,797 |
| D1 | Maximum | N/A | N/A | N/A | \$44,770 | \$48,456 | \$50,531 | \$55,087 | \$57,457 | \$60,797 |
| | Minimum | N/A | N/A | N/A | \$40,920 | \$42,763 | \$43,800 | \$46,078 | \$47,264 | \$48,933 |
| AG | Maximum | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 |
| | Minimum | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 |
| 2011 Pay Bands (Excluding Locality Pay) | | | | | | | | | | |
| | Min/Max | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| CPC | Maximum | \$60,125 | \$65,981 | \$74,550 | \$80,511 | \$90,223 | \$98,256 | \$112,664 | \$119,163 | \$127,030 |
| | Minimum | \$44,537 | \$48,875 | \$55,222 | \$59,638 | \$66,832 | \$72,782 | \$83,455 | \$88,269 | \$94,096 |
| D3 | Maximum | N/A | \$48,875 | \$55,222 | \$59,638 | \$66,832 | \$72,782 | \$83,455 | \$88,269 | \$94,096 |
| | Minimum | N/A | \$45,924 | \$50,684 | \$53,996 | \$59,392 | \$63,854 | \$71,859 | \$75,469 | \$79,840 |
| D2 | Maximum | N/A | N/A | \$50,684 | \$53,996 | \$59,392 | \$63,854 | \$71,859 | \$75,469 | \$79,840 |
| | Minimum | N/A | N/A | \$46,146 | \$48,354 | \$51,951 | \$54,926 | \$60,263 | \$62,670 | \$65,583 |
| D1 | Maximum | N/A | N/A | N/A | \$48,354 | \$51,951 | \$54,926 | \$60,263 | \$62,670 | \$65,583 |
| | Minimum | N/A | N/A | N/A | \$42,712 | \$44,511 | \$45,998 | \$48,666 | \$49,870 | \$51,327 |
| AG | Maximum | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 |
| | Minimum | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 |
| 2012 Pay Bands (Excluding Locality Pay) | | | | | | | | | | |
| | Min/Max | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| CPC | Maximum | \$65,077 | \$73,861 | \$81,618 | \$90,189 | \$99,660 | \$110,122 | \$126,641 | \$133,287 | \$139,953 |
| | Minimum | \$48,205 | \$54,712 | \$60,458 | \$66,807 | \$73,822 | \$81,572 | \$93,808 | \$98,731 | \$103,669 |
| D3 | Maximum | N/A | \$54,712 | \$60,458 | \$66,807 | \$73,822 | \$81,572 | \$93,808 | \$98,731 | \$103,669 |
| | Minimum | N/A | \$50,302 | \$54,611 | \$59,373 | \$64,634 | \$70,447 | \$79,624 | \$83,316 | \$87,019 |
| D2 | Maximum | N/A | N/A | \$54,611 | \$59,373 | \$64,634 | \$70,447 | \$79,624 | \$83,316 | \$87,019 |
| | Minimum | N/A | N/A | \$48,764 | \$51,939 | \$55,446 | \$59,321 | \$65,439 | \$67,901 | \$70,370 |
| D1 | Maximum | N/A | N/A | N/A | \$51,939 | \$55,446 | \$59,321 | \$65,439 | \$67,901 | \$70,370 |
| | Minimum | N/A | N/A | N/A | \$44,504 | \$46,258 | \$48,196 | \$51,255 | \$52,485 | \$53,720 |
| AG | Maximum | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 |
| | Minimum | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 | \$37,070 |

APPENDIX D

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

James Reuther
Regional Director

Dated: June 19, 1987

Washington Region III



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
(Agency)

Case No. WA-RP-00106

and

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

AMENDMENT OF CERTIFICATION

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

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

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

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

UNIT:

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

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 E

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 F

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.

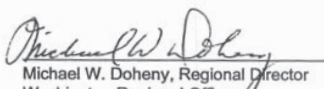
UNIT:

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. Doherty, 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 G

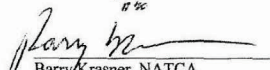
LETTER OF AGREEMENT TO RETAIN SIX MOUS

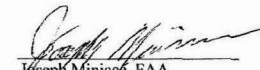
LETTER OF AGREEMENT

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
18th


Barry Krasner, NATCA
Chief Negotiator


Joseph Miniac, FAA
Chief Negotiator

TAM CAMUS
PF
MAR 6/2
PF
MAR

1

9

Settlement Offer - SMOKING ISSUE

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

Center Option

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

Terminal Option

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

Smoking Cessation Classes for Center and Terminal Options

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

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


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

Review Process

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

OCT 8 1992


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


Neil R. Planzer, Director
Air Traffic Program Management


Joseph W. Noonan, Director
Labor and Employee Relations

2

MOA Number : 814

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

Section 1. This memorandum represents the agreement between the Parties concerning the attendance of bargaining unit employees at the Radar Training Facility, (RTF), at the Mike Monroney Aeronautical Center in Oklahoma City, Oklahoma, for Course Number 50034.

Section 2. The Employer agrees that normally this course will be scheduled during the day shift. This course may be conducted on an evening shift only for unforeseen reasons such as: equipment malfunctions that would limit capacity, an unexpected influx of students that would exceed a day shift capacity, etc.

Section 3. In cases where RTF training must be scheduled during a period for which night differential is prohibited, the Employer will submit a request to the Office of Personnel Management (OPM) for an exception to the prohibition on premium pay. Such a request will be submitted sufficiently in advance so OPM's decision can be communicated to the employee(s) prior to reporting for the course.

Section 4. If OPM disapproves the request for an exception to the prohibition on premium pay, the affected employees will be informed and given an opportunity to attend this training at a subsequent date during a day shift. Employees who voluntarily attend the evening shift will not be eligible for night differential.

Section 5. This agreement may be reopened only by mutual consent of the Parties.

For NATCA:

Michael D. Doss 3-11-94
Michael Doss

For the FAA:

Susanna Leon Guerrero 3/11
Susanna Leon Guerrero, Sr. Labor Rel. Spec
Steve Gentry
Steve Gentry, ATZ-4

APPROVED:

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

3/14/94
Date

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

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

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

4. Employees who wish to receive the examinations described in this Memorandum shall so notify the Binghamton Air Traffic Manager within 30 calendar days of the date of this Memorandum. Employees who do not so notify the Air Traffic Manager shall have no entitlements under this Memorandum. Employees must abide by the schedule of physicals described in Sections 1 and 2 in order to maintain their entitlements.
5. Hazard pay differential of eight (8) per cent, in accordance with 5 CFR Part 550, Subpart I, Appendix A, will be paid to all bargaining unit employees for each shift worked between September 23 and October 15, 1994 inclusive. These payments do not constitute precedent, and shall not be used to support any other claim for hazard pay by any employee, from Binghamton or any other facility, for this or any other time period.
6. Nothing in this Memorandum negates the right of any employee to file a Workers Compensation claim in accordance with the applicable procedures.
7. In return for the foregoing, the Union agrees that all known grievances are resolved including but not limited to (NC) AEA-94-255-BGM-2, AEA-94-421-BGM-2, AEA-94-422-BGM-2.

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

FOR THE AGENCY

Douglas R. Murphy

FOR THE UNION

Susan Isui

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

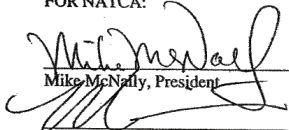
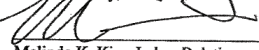
Section 1: The parties have agreed in Article 56, Section 2 of the 1998 collective bargaining agreement, that no employee shall be discriminated against on the basis of sexual orientation.

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


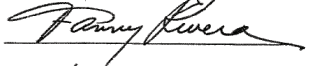

Section 3: Complaint Procedure—An employee who chooses to make a complaint of discrimination based on sexual orientation under the DOT's Complaint Procedure shall do so within 45-day time frame specified in Paragraph 8.B of the Complaint Procedure. An employee who makes this election must exhaust that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

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

FOR NATCA:


Mike McNally, President

Melinda K. Kim, Labor Relations

FOR FAA:

12/9/98
Date

98-006

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

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

The parties have agreed to the following:

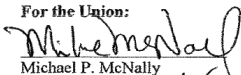
1. The Employer will disclose to the Union all resolutions or settlement agreements involving bargaining unit complainants reached through the mediation program, with the exception of those described in paragraph 4 below. If impact will result to the working condition of bargaining unit employees, the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

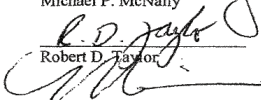
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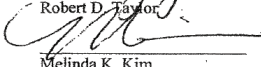
MOA Number : 2883

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

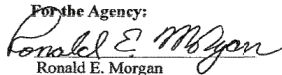
For the Union:

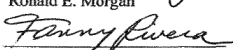

Michael P. McNally



Robert D. Taylor


Melinda K. Kim

For the Agency:


Ronald E. Morgan


Fanny Rivzra


Scott Kallman

July 24, 00

Date

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Memorandum of Understanding between The National Air Traffic Controllers Association (NATCA) and The Federal Aviation Administration (FAA)

This Agreement is made by and between the National Air Traffic Controllers Association ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties". This Agreement applies to the bargaining units covered under the Collective Bargaining Agreement (CBA) dated September 2003. Specifically, these units are: the Air Traffic Control Specialist (Bargaining Unit Status (BUS) Code 0061), Traffic Management Coordinator/Specialist (BUS Code 0053), NOTAM Specialist (BUS Code 1545), and Staff Support Specialist (BUS Code 0049.) This Agreement represents the complete understanding of the Parties at the national level concerning operational/transitional/training issues for Build 2 of Advanced Technologies and Oceanic Procedures (ATOP/Ocean21) at the Air Route Traffic Control Centers located at Oakland (ZOA), New York (ZNY) and Anchorage (ZAN).

Section 1. The Parties at the local level shall form a transition team at each facility where ATOP/Ocean21 is to be implemented. The team shall remain in place at each site until that site's transition is complete. The number of representatives for the team shall be decided by the Parties at the local level. The Parties at the local level may agree to designate representative(s) of the National Site Product Team to be placed on transition teams. The Union and the Agency shall designate respective co-leads for the team. The Co-Leads shall establish and document a collaborative decision making process for their facility transition team based on consensus principles. The scope of the Transition Team is to address operational/transitional/training issues that may arise at each site. If the Transition Team cannot come to agreement on any issue(s), the issue(s) shall be forwarded, in writing, first to the Air Traffic Manager and Facility Representative for resolution. If the Air Traffic Manager and Facility Representative are unable to agree to a resolution, they shall elevate the issues to the Air Traffic Oceanic Representative and the NATCA Oceanic Representative at the national level. If the parties at the national level are unable to resolve the issue within 30 days of receipt, the parties shall be free to exercise their rights under Title 5, Chapter 71 and the CBA.

Section 2. All representatives shall be on duty time, if otherwise in duty status, for activities/responsibilities associated with transition teams or training cadres, if applicable. The Union maintains the right to designate all Union representatives.

Section 3. Each affected BUE shall be verbally briefed on the Facility transition plan prior to the start of transition. Additionally, a hard copy of the transition plan shall be made available to BUEs for reference purposes prior to and during transitions.

Section 4. Time on position shall continue to be calculated in accordance with applicable national agency directives.

Section 5. There shall not be any changes to bargaining unit employees' (BUEs) basic watch schedule, scheduled annual leave, other types of leave and/or alternative work schedule resulting from ATOP/Ocean21 except in accordance with the provisions of law, rule, regulation, the Parties CBA and/or facility-level agreements. All current leave policies in affected facilities shall remain in place during ATOP/Ocean 21 transition.

Section 6. In accordance with Article 34, Section 3 of the CBA, the Agency may only change an employee's shift to an administrative schedule for the purpose of official travel or to accommodate official training, if the employee is not subject to operational recall.

Section 7. The Parties will continue to utilize existing mechanisms for counting traffic as it applies to BUE compensation in accordance with applicable national agency directive(s).

Section 8. From initial operating capability (IOC) to the Operational Readiness Demonstration (ORD) of ATOP/Ocean21, BUEs qualified to serve as Controller in Charge (CIC) in accordance with Article 18 of the CBA may request to not perform CIC duties during ATOP/Ocean21 transition. In the event such a request is made by a BUE, management shall make every reasonable effort to honor the request. Employees declining CIC assignments will be considered to have worked it for purposes of equitable distribution. Any additional CIC training required as a result of the ATOP/Ocean21 transition shall be developed and provided to all eligible CICs in accordance with agency directives, Article 67 of the CBA, and the National ATOP/Ocean21 training plan.

Section 9. For the first 120 hours of use and provided the Agency has determined ATOP/Ocean21 to be a causal factor in any operational error (OE), operational deviation (OD), Technical Violation (TV), or any other incident, the Agency has determined that blocks 14 through 18 of FAA Form 7210-3 (Final Operational Error/Deviation Report) shall not be completed.

For the first 60 hours of use and provided the Agency has determined ATOP/Ocean21 to be a causal factor in any OE, OD, TV, or any other incident, the Agency has determined that block 37 of FAA Form 7210-3 (Final Operational Error/Deviation Report) shall not be completed when a BUE is serving as a CIC.

Section 10. Within six months after ORD at the key site, the Parties shall meet at the national level to determine a more viable solution regarding the "catastrophic failure mode" of Ocean21.

Section 11. The Agency shall not use the Display Recording and Playback Server (DRPS) as the sole means of determining an OE, OD, or any other similar incident without first conducting an investigation in accordance with FAA Order 7210.56.

Section 12. Facility control room food and drink policies shall not be changed without completing all appropriate negotiations in accordance with Article 7 of the CBA.

Section 13. Starting with the beginning of full transition at each ATOP/Ocean21 site, the FAA has determined that both channels of Ocean21 shall be operationally available except during times of maintenance or software testing and upgrade.

Section 14. This Agreement shall have no impact on agreements at any level (local, regional or national) that do not directly conflict with the terms of this MOU.

Section 15. In accordance with Article 7 of the Parties' CBA, facility management shall meet and negotiate with the Facility Representative or his/her designee on issues resulting from changes to the facility traffic management plan that impact bargaining unit employees. Facility management shall then brief all affected BUEs on the changes to the traffic management plan.

Section 16. The Agency shall make every reasonable effort to provide sufficient resources for ATOP/Ocean 21 implementation to affected facilities subject to budgetary constraints and program requirements. The Agency shall also make every reasonable effort to provide sufficient resources in advance of deployment including, but not limited to, workspace and computers to ensure that each Local Transition Team and training Cadres, if applicable, are able to accomplish their duties.

Section 17. All BUEs shall be afforded an appropriate amount of time for the creation of individual preference settings for use on the ATOP/Ocean21 system, as agreed to at the local level. Any disagreements on the amount of time allowance to be provided shall be resolved in accordance with Section 1 of this MOU.

Section 18. ATOP/Ocean21 training will be done in accordance with developed ATOP/Ocean21 training materials. Deviations from those materials shall not occur without prior coordination with the Air Traffic and NATCA Oceanic Representatives at the national level. Additional Training (Refresher prior to System Implementation) shall be developed and administered in accordance with FAA Order 3120.4 and the National ATOP/Ocean21 Training Plan. All ATOP/Ocean21 training shall be accomplished utilizing the airspace and flight data from each respective facility's airspace.

Section 19. Prior to the start of the training on any Build 2 functionality, the National ATOP/Ocean21 Training Plan shall be updated to reflect any and all Build 2 training activities.

Section 20. Interruptions in ATOP/Ocean 21 training shall be handled in accordance with the provisions of the ATOP/Ocean21 National Training Plan.

Section 21. The Agency has determined that refresher training on the "catastrophic failure mode" is a requirement and will be administered to each affected BUE.

Section 22. Each facility shall establish a local group of subject matter experts (SMEs) to provide cadre instruction and/or SME technical expertise as outlined in the ATOP/Ocean 21 national training plan and local transition plan. The Agency has determined that SMEs shall be backfilled with overtime, as needed, for each shift they are receiving or providing ATOP/Ocean21 Training.

Section 23. The NATCA Local Transition Team Co-Lead shall be released from the facility watch schedule for an amount of time to be determined by the Parties at the local level. The other members of the Local Transition Team and the Local SMEs shall be provided a sufficient amount of duty time per pay period to carry out their duties, as agreed to by the Parties at the local level. Any disagreements on the amount of duty time to be provided under this section shall be resolved in accordance with Section 1 of this Agreement.

Section 24. For the purposes of ATOP/Ocean 21 training and implementation activities, the facility manager will increase shift coverage, if required, in accordance with the CBA. The facility manager in consultation with the union facility representative will establish and publish staffing guidelines numbers.

Section 25. In accordance with Article 21 of the CBA, the Parties at the facility level shall meet and evaluate recognition of BUEs contributions after transition to ATOP/Ocean 21 Build 2 at ZOA, ZNY, and ZAN is successfully achieved as defined in each facility's transition plan.

Section 26. If the Union reasonably believes that ATOP/Ocean21 is having an adverse impact on the National Airspace System, it shall immediately provide its concerns and the basis for them to the ATM. The ATM shall ask the Local Transition Team co-leads or their designees to immediately evaluate the Union's concerns and make recommendations regarding their disposition to the ATM. The ATM shall take corrective action, as appropriate, in response to the Local Transition Team's recommendations. In the event the Local Transition Team is no longer in place, the provisions in this section shall revert to the ATM and the Local Facility Representative or their designees.

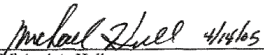
Section 27. Any issues expressly delegated to the Parties at the local level by this Agreement shall be negotiated and/or resolved in accordance with Article 7 of the CBA. Any issue not addressed in this agreement shall be negotiated and/or resolved by the Parties at the appropriate level in accordance with Article 7 of the CBA.


Section 28. Pending Negotiability Appeal on Training Delays.


Section 29. This Agreement shall expire upon the completion of all provisions contained herein, unless superseded by another Agreement.

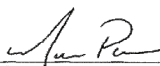
Section 30. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.

For the Union:

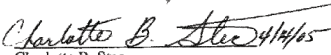

Michael A. Hull
ATR-R Liaison

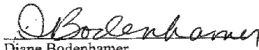

Doug Fralick
NATCA Safety and Technology, Director


Steven Fabela
NATCA Oceanic Liaison


Naveet Parmar, Esq.
Labor Relations Representative

For the Agency:


Charlotte B. Stec
AHL-300


Diane Bodenhamer
Oceanic Operations Support, ATO-E

4-26-05
Effective Date

 4-25-05
Agency Head Review Date

APPENDIX H
MOU – AIR TRAFFIC SAFETY ACTION PROGRAM (ATSAP)
(MARCH 27, 2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. ENFORCEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

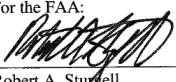
For NATCA:



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


3-27-08
Date

For the FAA:



Robert A. Sturgell
Acting Administrator, Federal Aviation Administration

3-27-08
Date



Anthony S. Ferrante
Director of Air Traffic Safety Oversight Service

3-27-08
Date

APPENDIX I

MOU – IMPLEMENTATION OF THE CREDENTIALING AND CTO CERTIFICATION PROGRAMS

JA PR
MAR 5/29

AIR TRAFFIC ORGANIZATION (ATO) IMPLEMENTATION OF THE CREDENTIALING AND CTO CERTIFICATION PROGRAMS IN FEDERAL AVIATION ADMINISTRATION (FAA) ORDER 8000.90 FOR AIR TRAFFIC PERSONNEL MEMORANDUM OF AGREEMENT

This agreement is made and entered into by National Air Traffic Controllers Association (hereinafter "NATCA" or "Union") and the Federal Aviation Administration (hereinafter "FAA" or "Agency") to resolve any and all issues concerning the implementation and administration of the AOV Credentialing program described in FAA Order 8000.90, AOV Credentialing and Control Tower Operator Certification Programs.

It is agreed that the following terms and conditions will govern implementation and administration of all aspects of the AOV Credentialing Program for all covered Bargaining Unit Employees (hereinafter "Employee" or "Employees"). No modification or waiver of these terms and conditions shall be valid unless made in writing and executed by the Parties at the national level. Please note: wherever the word "credentials" is used within this Agreement, read it to mean "any AOV rating, designation or credential."

1. The implementation and administration of the AOV Credentialing Program described in FAA Order 8000.90 shall be based solely on an Employee's individual performance.
2. The Agency will not remove an employee's credential until all processes pertaining to unsuccessful performance contained within applicable statutes; negotiated agreements and FAA regulations have been completed, including procedures as described in Article 10 of the collective bargaining agreement.
3. During the initial implementation of the credentialing program an "over-the-shoulder" or other similar skills evaluation is not required of existing employees as part of the supervisory review to obtain a credential. Existing employees are those who are currently employed in the bargaining unit and are certified on at least one operational position, as of the effective date of this Agreement.
4. There is no requirement for Employees to have a credential document in their possession.
5. Biennial skills evaluations shall be based on the requirements for a performance skills check. They shall be performed by direct observation, limited to a single position during a single session.
6. No part of the biennial review shall consist of a written and/or oral test.
7. Biennial skills evaluations will be conducted only on a position on which the Employee is certified.

Credentialing MOU

8. Biennial skills evaluations shall be documented on FAA Form 3120-25. All unsatisfactory markings on the Form must be based on noncompliance with safety standards as described in FAA Order 7110.65.
9. All biennial skills evaluation sessions shall be recorded and copies of the sessions shall be retained for a period of twenty-four (24) months.
10. The first biennial skills evaluation will take place within thirty (30) days before the end of the Employee's birth month, after the first full year of issuance. Subsequent biennial skills evaluations will be conducted within thirty (30) days before the end of the Employee's birth month.
11. An unsuccessful biennial skills evaluation shall not result in an employee's decertification. The Employee's return to duty shall be determined on the basis of procedures contained in FAA Orders 3120.4, 7210.56, and the Parties Collective Bargaining Agreement.
12. If an Employee fails to pass a biennial skill evaluation, the Agency will notify him/her of the specific reasons in writing.
13. As provided in Order 8000.90, the Employee shall be given the opportunity to appeal an AOV decision regarding the removal of a rating and/or credential by making a written request to AOV-100 (or designee) within fifteen (15) days of receiving the written notice of the removal.
14. As provided in Order 8000.90, the Agency must provide a written response to the Employee's written appeal in Section 14, above. This response will be provided within fifteen (15) days of receiving the written appeal.
15. Should the Employee choose to appeal the response provided by AOV pursuant to Section 15 above, the Employee must submit a written appeal to the Director of the Air Traffic Safety Oversight Service (AOV-1) or designee within fifteen (15) days of the Employee's receipt of AOV's response.
16. A response will be provided by AOV-1 (or designee) within fifteen (15) days of receiving the written appeal from the Employee, and shall include the specific basis for the final Agency determination.
17. If an Employee is on an approved Opportunity To Demonstrate Performance (ODP) Plan at the time they are scheduled to undergo their biennial skills review, the credential period will be extended for the duration of the ODP Plan.
18. Employees who have not maintained currency requirements will not be required to undergo a biennial skills evaluation until they have returned to performing direct safety related air traffic control services. The Agency will not require both a

Credentialing MOU

recertification skills check and a biennial skills evaluation. In these circumstances, the certification skills check will begin the two (2) year period required for the next biennial skills evaluation.

19. Upon written request from NATCA's National Office and no more than four (4) times annually, the Agency shall provide the Union with an electronic list, identified by region and facility of all qualified Examiners, CTO Examiners, and Proficiency Managers.
20. Upon request by the Union, the Agency will provide the Union with an electronic list annually, of all Employees who have had their credentials removed in the preceding year.
21. Any and all provisions of this Agreement are valid exceptions to and supersede any existing agency rules, orders and practices concerning AOV credentialing.
22. There shall be no local or regional supplements or modifications of this Agreement authorized.
23. This Agreement shall remain in effect until May 1, 2011 and shall be automatically renewed for periods of one (1) year unless either party gives written notice to the other of its desire to amend or terminate this Agreement in accordance with the provisions of the collective bargaining agreement. This Agreement shall remain in full force and effect until a new Agreement is reached.

THE PARTIES

For NATCA:

Bryan W. Zilonis
Bryan W. Zilonis, Regional Vice President
National Air Traffic Controllers Association (NATCA)

18 MARCH 2008
Date

For the FAA:

Hank P. Krakowski
Hank P. Krakowski
Chief Operating Officer, Federal Aviation Administration


18 MARCH 2008
Date

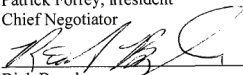
[Signature]
Director of Air Traffic Safety Oversight Service

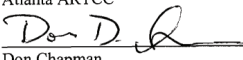
20 MARCH 2008
Date

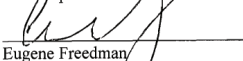
Signed this 25th day of September, 2009.

For the Union:

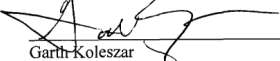

Patrick Forrey, President
Chief Negotiator



Rick Baugh
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Atlanta ARTCC



Don Chapman
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Philadelphia ATCT

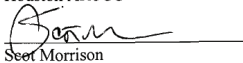

Eugene Freedman
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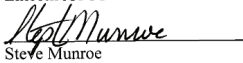

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Barry Krasner
Executive Director

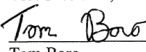

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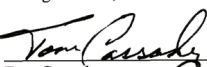

Steve Munroe
Air Traffic Control Specialist
Anchorage ARTCC


For the Employer:

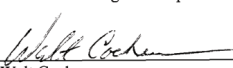

Rick Ducharme
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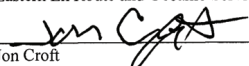

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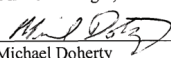

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Acting Director, Terminal Mission Support

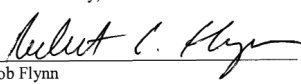

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Director, Technical Labor Liaison Office

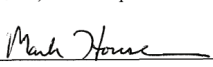

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Personnel Management Specialist, AHL-400

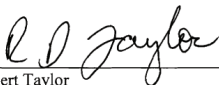

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Director of Operations
Eastern En Route and Oceanic Services


Jon Croft
District Manager, Two Rivers District

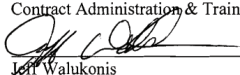

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Senior Attorney, Office of the Chief Counsel


Bob Flynn
Acting Director, Tactical Operations Midwest

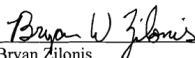

Mark House
Director, Financial Analysis Office



Robert Taylor
Director
Contract Administration & Training



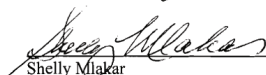
Jeff Walukonis



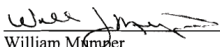
Bryan Zilonis
Great Lakes Regional Vice President



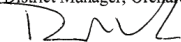
Paul Infanti
Air Traffic Manager, Kansas City ARTCC



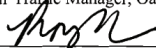
Shelly Mlakar
Director, AHR Field Operations (LER)



William Mumber
District Manager, Orchard District

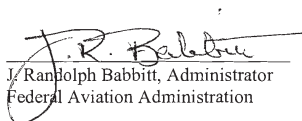


Randy Park
Air Traffic Manager, Oakland ARTCC

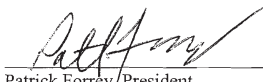


Roger Vorndran
Front Line Manager, Houston TRACON
SUPCOM Chairman, Central Terminal Service Area

This agreement between the Federal Aviation Administration and the National Air Traffic Controllers Association is approved and is effective October 1, 2009.



J. Randolph Babbitt, Administrator
Federal Aviation Administration



Patrick Forrey, President
National Air Traffic Controllers Association

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