



**AGREEMENT**

between the

**NATIONAL ASSOCIATION OF AIR TRAFFIC  
SPECIALISTS**

and the

**FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION**



FEBRUARY 8, 2004

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**ARTICLE 1**  
**PURPOSE AND OBJECTIVES**

The intent and purpose of this Agreement is to:

- a. Specify certain rights and responsibilities of the Parties hereto;
- b. State the methods and procedures which govern working relationships;
- c. Improve working conditions for bargaining unit employees;
- d. Facilitate the adjustment of grievances, complaints, disputes, and differences relating to matters deemed appropriate under 5 USC Chapter 71;
- e. Affirm that the Parties shall strive to make the Administration a more efficient organization, able to meet the needs of a dynamic growing industry, increase productivity, and to ensure the safety of the flying public; and
- f. Affirm the Parties' commitment to requiring high standards of employee performance and continual development of these resources in order to meet future challenges and needs to efficiently accomplish the operations of the FAA.

**ARTICLE 2**  
**PARTIES TO THE AGREEMENT**

This Agreement is made by and between the National Association of Air Traffic Specialists (NAATS or the Union) and the Federal Aviation Administration (FAA, Agency, or the Employer). The Union and the Employer are collectively referred to as the "Parties".

**ARTICLE 3  
EFFECT OF AGREEMENT**

**Section 1.** Any provision of this Agreement shall be determined a valid exception to, and shall supersede any existing or future Employer 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 Employer rules, regulations, directives, orders, policies, and/or practices.

**Section 3.** The Employer 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 (Mid-Term Negotiations).

**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 4  
UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the exclusive bargaining representative for all employees within the bargaining unit.

**Section 2.** In the event the certification of representative is amended to include other employees, those employees shall be covered by this Agreement.

**ARTICLE 5  
EMPLOYER RIGHTS**

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) hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or 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 agency operations shall be conducted;
    - (c) with respect to filling positions, to make selections for appointments from
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and
    - (d) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude any agency and any labor organization from negotiating –
  - (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**ARTICLE 6  
CHANGES TO PERSONNEL POLICIES,  
PRACTICES, AND WORKING CONDITIONS**

Prior to the implementation of any changes to the personnel policies, practices, and matters affecting working conditions of bargaining unit employees, the Agency shall notify the Union and negotiate to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

**ARTICLE 7  
MID-TERM NEGOTIATIONS**

**Section 1.** The Parties agree it is desirable to continue their current, productive bargaining relationship. The Employer does not desire to eliminate meaningful and appropriate mid-term bargaining between the Parties. The Union does not desire to bargain mid-term issues already addressed in this Agreement or to bargain issues which are insignificant or previously resolved.

**Section 2.** The following procedures will apply to Management proposed changes in personnel policies, practices, and working conditions not expressly contained in this Agreement that affect bargaining unit employees.

- a. The Employer will notify the Union, in writing, thirty (30) calendar days in advance of the proposed changes.

- b. The Union shall have fifteen (15) calendar days to request a briefing and/or bargaining regarding the change, unless operational necessity requires a shorter notice period.
- c. If the Union requests bargaining, a bargaining session will be held at mutually agreeable times and places. Union proposals, if any, shall be submitted within thirty (30) calendar days of receipt of the original notice. Any proposals submitted by the Union on any change proposed by the Employer shall relate only to those expressed or specific changes as outlined in the Employer's notice and shall not attempt to repeat, modify, or expand issues already "covered by" this Agreement.
- d. If instead the Union requests a briefing without bargaining, a meeting will be held within ten (10) calendar days. The Union must then submit proposals within twenty (20) calendar days after the end of the briefing.
- e. If the Union does not file a timely request for a meeting or submit timely written proposals, the Employer may implement the change as proposed.
- f. The Employer will not implement any changes prior to the conclusion of negotiations, unless the change is consistent with the necessary functioning of the Agency. Necessary functioning is not to be invoked as a means to avoid bargaining. Rather, it is the firm intent of the Parties that these provisions will be strictly followed in resolving issues under this Article prior to implementation. Necessary functioning will only be invoked in those cases which meet the strict definition as set forth by the Federal Labor Relations Authority.

**Section 3.** Notification of changes addressed in Section 2, above, will be provided at the local, regional, or national level, as appropriate. Any mid-term agreements negotiated at the regional

or local levels that repeat, modify, or expand issues expressly contained in this Agreement will be considered null and void until such conflict is resolved.

**Section 4.** The Union may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not expressly contained in this Agreement in accordance with the Federal Service Labor-Management Relations Statute. When the Employer 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 Employer 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, the provisions of Section 5 of this Article shall apply.

**Section 5.** If, after a good faith effort, the Parties at the local level are unable to reach an agreement, the issue may be escalated within ten (10) days to the regional level. If, after a good faith effort, the Parties at the regional level are unable to reach an agreement, the issue may be escalated within ten (10) days to the national level. This applies to issues originating at the local or regional level. If an agreement cannot be reached at the national level, the Parties are free to pursue whatever course of action is available to them under 5 USC 7119, "Negotiation Impasses; Federal Service Impasses Panel."

**Section 6.** With respect to the Federal Labor Relations Authority (FLRA) three (3) prong test for determining whether a matter is "covered by" or "contained in" the Collective Bargaining Agreement, the Parties agree that the second and third prong of the FLRA's test are hereby waived and will not be used as a reason to avoid mid-term bargaining by either Party.

**Section 7.** If the Parties mutually agree, otherwise negotiable matters may be addressed using the procedures in Article 14 (Work

Groups, Committees, Program, and Project Representatives), thereby eliminating the need and legal obligation to notify and negotiate under this Article.

**Section 8.** Upon the effective date of this Agreement, all written local, regional, or national agreements, memos of understanding, or like documents, except those specifically referenced herein, will no longer be valid. The Parties at the appropriate level may mutually agree to continue existing agreements provided such agreements meet all of the terms and conditions of this Article.

**Section 9.** The Parties at the local or regional levels may enter into written agreements or understandings; however, no local, regional, or individual supplemental agreements will hereafter be authorized on any subject matter expressly contained in this Agreement unless authorized herein.

**Section 10.** The time limits under this Article may be extended by mutual agreement of the Parties.

## **ARTICLE 8 UNION REPRESENTATION AND OFFICIAL TIME FOR REPRESENTATIONAL DUTIES**

### **Section 1. Union Designation of Representatives.**

- a. The Union shall provide written designation of its authorized representatives at the national, regional, and facility level to the corresponding Employer level. The Union shall, in writing, notify the Employer at the appropriate level of any subsequent changes.
- b. **National Representation.** The Agency agrees to meet/deal at the national level with the national officers of the Union and/or their designees.
- c. **Regional Representation.** The Agency agrees to meet/deal at the regional level with the regional officers of the Union and/or their designees.

- (1) The normal point of contact at the regional level shall be the Air Traffic Division Manager.
- (2) The NAATS Regional Director and the FAA Regional Administrator shall meet annually.

d. **Facility Representation.**

- (1) The Union may designate one (1) principal facility representative (FACREP) at each facility. This individual shall be the primary point of contact for facility management officials.
- (2) The Union may designate one (1) alternate facility representative per facility to represent the Union in the absence of the principal FACREP. Where the Union designates an alternate FACREP, it may limit the scope of authority, and/or define the duties and responsibilities of this individual. The facility manager shall be notified of any limitations.
- (3) The Union may designate crew/team/tour representatives. These representatives shall be limited to interaction with first level supervisors only. Where the Union designates a crew/team/tour representative, it may define the scope of authority, duties, and responsibilities of this individual. The facility manager shall be notified of any limitations.
- (4) The Union may designate hub representatives (HUBREPS). Where the Union designates HUBREPS, it will determine the scope of authority, duties, and responsibilities and notify the appropriate levels of Management.
- (5) Where the principal FACREP is not available to the facility manager and the manager needs to contact the

Union on an issue, the alternate FACREP shall be the next point of contact providing the issue is not outside the alternate's scope of authority, otherwise the NAATS Regional Coordinator or Regional Director shall be contacted.

- d. **Limitations or Restrictions on Authority to Bargain.** Each Party agrees to notify the other at the appropriate level of any restrictions to an individual's scope of authority when they provide a designee to meet.

**Section 2.** When the Union designates a nonresident Facility Representative, his/her availability to carry out his/her functions under this Agreement is subject to the operational requirements of the facility at which he/she is employed. A nonresident Facility Representative is entitled to official time to perform Facility Representative duties, 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 3.** During meetings between the Air Traffic Manager, and/or his/her designee and the principal Union representative and/or his/her designee, if such representative desires, he/she may be accompanied by one (1) other representative. The Union shall be afforded representatives in equal numbers. When meeting/conducting negotiations, designated Union representatives will be on official time, if otherwise in a duty status.

**Section 4.** When other qualified employees are available, the principle Facility Representative or his/her designee shall not be required to temporarily perform supervisory duties. When a Facility Representative is detailed to a supervisory position, the

Union will name a designee to act in his/her place as a Union representative.

**Section 5. Authorized Representatives.** The Union representatives designated in writing by the Union as specified in the preceding sections of this Article are the only individuals authorized to represent the Union in dealings with FAA officials at the respective levels. Management officials shall not meet/deal with any other Union official, other than the designated Union official at their respective level, unless otherwise agreed to by the Parties.

**Section 6.** The principal Facility Representative and/or his/her designee shall be granted official time, if otherwise in a duty status, to deal with the Air Traffic Manager and/or his/her designee. Such meetings shall be held at mutually agreeable times. At any meetings called by the facility manager and/or his/her designee, Union representatives shall be on official time.

**Section 7.** Union officials shall be permitted to visit air traffic facilities, subject to prior notification.

**Section 8.** Unless operational requirements do not permit, the principal Facility Representative and/or his/her designee shall be granted annual leave, leave without pay (LWOP), compensatory time, or the use of credit hours at his/her option to attend Union activities.

**Section 9.** Once annually, principal Facility Representatives or their designees 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 Employer 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 Employer, based solely on operational requirements.

**Section 10.** A Facility Representative or his/her designee shall be allowed up to sixty (60) minutes for confidential orientation of new facility employees to explain the role and responsibilities of the Union. For larger groups, additional time may be allowed for this purpose.

**Section 11.** Principal Facility Representatives shall be granted sixteen (16) hours of excused absence to receive orientation on the meaning of articles of this Agreement. In the event any of these representatives are officially replaced, their successors shall be granted sixteen (16) hours of excused absence to receive orientation on the meaning of the articles of this Agreement.

**Section 12.** If otherwise in a duty status, each principal Facility Representative shall be granted official time, not to exceed sixteen (16) hours, on a one-time basis, in order to attend the NAATS Representative School for the mutual benefit of the Union and the Employer. The Union shall normally provide a minimum of forty-five (45) days advance notice for scheduling purposes unless otherwise mutually agreed to by the Parties.

**Section 13.** Unless prohibited by operational requirements, each principal Facility Representative shall, on request, be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties:

- a. eight (8) hours in facilities with 1- 15 bargaining unit employees;
- b. sixteen (16) hours in facilities with 16-35 bargaining unit employees;
- c. twenty-four (24) hours in facilities with 36-69 bargaining unit employees;
- d. thirty-two (32) hours in facilities with 70-125 bargaining unit employees;

- e. fifty-four (54) hours in facilities with 126 or more bargaining unit employees.

This grant of time is exclusive of time provided for by the Federal Service Labor-Management Relations Statute and other provisions 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 his/her designee and shall include the name of the Union designee and the number of hours delegated. Delegations shall be approved unless prohibited by operational requirements. 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 a need for them to resume work (e.g., an imminent severe weather disturbance). The Principal Facility Representative should notify the facility manager of his/her intention to leave 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 14.** Official time in the amount of 3,584 hours annually is authorized for Union national officers.

**Section 15.** Each pay period, the Union shall be granted eighty (80) hours official time for the Regional Director in each region. Unless prohibited by operational conditions each Regional Coordinator in each region shall be granted eight (8) hours of official time to perform representational duties of his/her position at the regional level. This grant of time is exclusive of time provided for by the Federal Service Labor-Management Relations Statute and other provisions of this Agreement.

- a. Regional Directors may, at their option, use official time away from the facility.

- b. Regional Coordinators may use official time away from the facility when operational requirements permit.
- c. No travel time or travel and per diem expenses are authorized for representational duties unless specifically stipulated within this Agreement or mutually agreed by the Parties.
- d. Representatives operating off-site in duty status shall provide a telephone number so they may be contacted in case of emergency.
- e. The time granted under this Section may be delegated to other Union representatives within the same region. Such delegation shall be made in writing to the regional Air Traffic Division manager or his/her designee and shall include: the name of the Union designee and the number of hours delegated. Delegated hours shall be approved unless prohibited by operational requirements.

**Section 16.** At facilities with one hundred (100) or less Union members, one (1) Union delegate shall be granted annual leave, LWOP, compensatory time or credit hours to attend 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. Annual leave, compensatory time, or credit hours for other employees, who wish to attend the convention, may be approved unless operational requirements do not permit. Leave requests under this Section, shall be submitted six (6) weeks in advance. Any questions regarding the number of members shall be resolved using dues withholding figures pursuant to this Agreement.

**Section 17.** The Employer recognizes the right of duly recognized representatives to express the views of the Union, provided those views are identified as Union views.

**Section 18.** Hearings or conferences held by state or federal offices and having a direct bearing on or in reference to a specific facility shall entitle the principal Facility Representative or his/her designee to attend by being granted annual leave, LWOP, compensatory time or credit hours for said hearings or conferences, unless operational requirements do not permit.

**Section 19.** 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 20.** The Parties recognize that official time usage must be documented. The Parties have agreed to use Cru- X for this purpose. Until Cru-X becomes operational a local form may be utilized.

## **ARTICLE 9 OFFICIAL GOVERNMENT BUSINESS**

When traveling at Union expense to conduct representational duties, NAATS representatives will, upon request, be issued no cost travel orders. The purpose of these travel orders is to support requests for discounted travel services.

## **ARTICLE 10 UNION BOARD OF DIRECTORS, NATIONAL AND REGIONAL MEETINGS**

**Section 1.** Each national officer, Regional Director, Regional Coordinator, Facility Representative, and Hub Representative, or his/her designee shall be granted annual leave to attend up to two (2) national membership meetings of the Union annually. Each such officer, Regional Director, Regional Coordinator, Facility Representative, Hub Representative, or his/her designee desiring annual leave shall notify his/her Air Traffic Manager in writing at

least six (6) weeks in advance of the date on which annual leave to attend the meeting will begin, setting forth the dates and amount of leave desired. However, when more than one (1) Union official covered by this Article is located at the same facility, the annual leave entitlement in this Section shall apply to up to two (2) officials in AFSSs and one (1) official in FSSs. The granting of leave to other Union official(s) shall be governed by Section 3.

**Section 2.** National officers, Regional Directors and Regional Coordinators shall be granted annual leave to attend up to four (4) national Union Board of Directors meetings each calendar year. Each national officer, Regional Director or Regional Coordinator desiring such annual leave shall notify his/her Air Traffic Manager in writing at least three weeks prior to the date the annual leave will commence, setting forth the dates and amount of leave desired. However, when more than one (1) Union official covered by this Article is located at the same facility, the annual leave entitlement in this Section shall apply to up to two (2) officials in AFSSs and one (1) official in FSSs. The granting of leave to other Union official(s) shall be governed by Section 3.

**Section 3.** Leave requests by other union officials not covered by Section 1 and Section 2 of this Article shall be handled under a liberal annual leave policy. Every reasonable effort shall be made to grant this leave.

**Section 4.** Employees who do not have a sufficient annual leave balance to cover annual leave requested under this Article may be advanced annual leave not to exceed that which they will earn during the remainder of the current leave year. No annual leave will be granted under this Article in excess of this amount. At the employee's request, leave without pay shall be granted instead of annual leave.

**Section 5.** Upon request, annual leave shall be granted to Facility Representatives to attend regional meetings of the Union. No

more than two (2) requests for annual leave under this Section shall be granted each calendar year. When such meetings are planned, the Regional Director shall notify the Manager, Labor Relations Branch, of the region involved at least four (4) weeks prior to the date of the meeting. The notification shall be in writing and shall contain the date of the meeting, names and facility location of the representatives for whom leave is requested, and the approximate duration of the meeting.

## **ARTICLE 11 REGIONAL QUARTERLY MEETINGS**

**Section 1.** Meetings at the regional level shall be arranged at least quarterly. The dates, times and locations of these meetings shall be arranged by mutual agreement. The Parties at the Regional level shall determine the number of attendees for each meeting. Except for Regional Directors and Regional Coordinators, attendance by Union representatives is subject to operational requirements at the representative's facility.

**Section 2.** The purpose of these meetings shall be to address personnel issues and receive and/or conduct briefings. Whenever possible, meetings convened under this Article shall be held concurrently with regional level meetings convened in accordance with Article 40 (Grievance Procedure).

**Section 3.** Union representatives and staff members not employed by the FAA are authorized to participate in these meetings.

**Section 4.** Meetings under this Article shall normally be held during administrative hours Monday through Friday. The Union representatives authorized in Section 1 will be authorized reasonable duty time normally not to exceed eight (8) hours for travel each way to the meetings. Use of privately owned vehicles by these attendees is permissible. Watch schedules shall be adjusted to accommodate the representatives stipulated in this Article to participate in meetings on official time.

**Section 5.** With the exception of Regional Directors, reasonable official time for attendance is in addition to the official time authorized in Article 8 (Union Representation and Official Time for Representational Duties).

**Section 6.** The Parties shall normally pay their own travel expenses incurred in connection with these meetings, however, this statement shall not preclude any Region from paying these expenses for any or all participants at these meetings.

**Section 7.** Either Party requesting a meeting under this Article shall normally submit an agenda to the other Party at least ten (10) days before the meeting. The Parties will inform each other of their participants.

**Section 8.** The Union may present independent studies, reports, and its views to the Employer on any matter of concern to employees in the bargaining unit.

## **ARTICLE 12 JOINT UNION/MANAGEMENT MEETINGS**

If the Employer invites NAATS to send a representative(s) to a meeting that has been initiated by management, the attending NAATS representative(s) shall be entitled to official time, including travel and per diem from the Agency.

## **ARTICLE 13 RECORD OF MEETINGS AND COMMUNICATIONS**

**Section 1.** Meetings and telephone conversations between the Union and the Employer may be recorded by mutual agreement.

**Section 2.** Telephone calls between a Union official and a Management official shall not be monitored (e.g. speakerphone, 3-way calling, etc.) by any individual(s) without prior identification of all Parties.

**ARTICLE 14**  
**WORK GROUPS, COMMITTEES, PROGRAM,**  
**AND PROJECT REPRESENTATIVES**

**Section 1.** NAATS does not desire to bargain over the impact and implementation of issues that have been resolved collaboratively by the Parties in joint work groups, committees, programs, and projects. In lieu of the procedures contained in Article 7 (Mid-Term Negotiations), the Employer may request the Union to designate one (1) or more employees, depending on the significance of the issue(s), to serve as Union representative(s) on local, regional, or national work groups, committees, programs, or projects. Such designation may be subject to facility operational conditions.

**Section 2.** The Employer will provide the Union with:

- a. a statement of the necessary qualifications/requirements for participation on the work group, committee, program, or project and the Union will make every reasonable effort to designate representative(s) that meet these qualifications/requirements;
- b. whether the work group is to be advisory only or empowered with decision-making authority subject to Agency head review; and
- c. the scope/limits of the work group shall be defined in writing and communicated to each member prior to the commencement of the meeting.

**Section 3.** If appropriate, the work group/committee will develop a charter by which the group will operate.

**Section 4.** The Union work group/committee representative(s) will be on duty time with travel and per diem expenses paid by the Employer in accordance with appropriate authority.

**Section 5.** When appropriate, the Parties shall designate, in writing, the person(s) having the final decision-making authority to negotiate and enter into binding agreements.

**Section 6.** The Union desires to empower its work group, committee, program, or project representative(s) in those cases where:

- a. the work group, committee, program, or project reaches and executes a written agreement; and
- b. the work group, committee, program, or project members' decision is implemented without modification by the Employer.

If the two (2) foregoing requirements are met, the Employer will have satisfied the extent of its bargaining obligation.

**Section 7.** The Parties agree not to withdraw participation from a Union/Management work group, committee, program, or project in which the scope is not changed and the group's charter is not violated. The Agency reserves its right to disband such groups.

**Section 8.** When no joint work group, committee, program, or project is established, the Parties will honor and carry out their traditional notice and negotiation responsibilities prior to the implementation of changes in personnel policies, practices and procedures affecting unit employees not specifically contained in this Agreement.

**Section 9.** Unless endorsed by the Union, Employer established technical work groups/committees that include bargaining unit employees shall be precluded from addressing changes in conditions of employment, personnel policies, practices, and other matters affecting working conditions.

## **ARTICLE 15 ACADEMY REPRESENTATION**

**Section 1.** The Parties recognize the responsibility and right of NAATS to represent bargaining unit employees who are attending the FAA Academy (Mike Monroney Aeronautical Center).

**Section 2.** The Union and all members of the bargaining unit shall be afforded all representational rights guaranteed by this Agreement while at the Academy.

**Section 3.** The Union will provide the Academy with advance notice of its intentions to send a representative of the Union to the Academy. The Academy will provide an appropriate location for the Union representative to meet with students during non-class time. The Academy will notify those classes with bargaining unit members of the Union's presence and location.

**Section 4.** The Employer agrees to provide NAATS with bulletin board space in a public area used by unit members. This space shall be comparable with any provided to any other organization or union.

**Section 5.** The Parties agree that Academy management has no responsibility or authority to bargain or negotiate directly with the Union. However, the Employer will designate a point of contact at the Academy to assist Union officials and members of the bargaining unit with Academy services. The Parties will identify a point of contact for the disposition of grievances filed by bargaining unit students in attendance at the Academy.

**Section 6.** Normally designations and notifications in this Article will be done verbally; however, at the request of either Party, confirmations will be provided in writing or by fax.

**Section 7.** The Parties agree that it is appropriate for unit members assigned to training at the Academy to abide by Academy rules and

regulations. Unit members attending training at the Academy will adhere to the dress code set out in Article 92 (Dress Code).

**ARTICLE 16  
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 two (2) such representatives per region to be named by the Union.

**Section 2.** The Union Regional Director 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.** When a Union representative participates in an NTSB accident/incident investigation, the Employer shall grant such representative official time, if otherwise in a duty status. The representative is not entitled to overtime, holiday, or other premium pay while representing the Union in an NTSB investigation. Travel and per diem are not authorized.

**Section 4.** In accordance with Section 3 above, the Union representatives shall be relieved as soon as operationally possible from their normal duties to immediately proceed to the scene of an accident or incident of appropriate significance.

**Section 5.** Unless operational requirements do not permit, employees designated as representatives under this Article who desire to attend accident/incident investigation courses shall be granted annual leave or LWOP to attend such courses up to a maximum of four (4) weeks per employee per calendar year.

**Section 6.** Unless operational requirements do not permit, the Employer 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 Section.

## **ARTICLE 17 NAMES OF EMPLOYEES AND COMMUNICATIONS**

**Section 1.** The Air Traffic Manager shall notify the Union's Facility Representative in writing as soon as feasible whenever an employee is hired, transferred, reassigned to another facility, is placed on extended absence (more than fifteen [15] days), detailed, resigns, retires, or dies.

**Section 2.** Quarterly, the Employer, at the National level, shall furnish to the Union in electronic format, a listing by facility of the name, title, and grade of each employee covered by this Agreement, in accordance with the Privacy Act.

**Section 3.** The Air Traffic Division Manager shall notify the Union's Regional Director in writing as soon as feasible whenever an employee is hired, transferred, or reassigned into or out of any Flight Service facility within the Region.

## **ARTICLE 18 RECRUITING MEMBERS**

Recruiting of employees for membership in the Union shall be conducted during the non-work time. Distribution of Union

literature by employees shall be permitted during non-work time in non-work areas. Internal Union business shall be conducted on non-duty time.

## **ARTICLE 19 DUES WITHHOLDING**

**Section 1.** Payroll deduction for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions and who are bona fide members of the Union in good standing.

**Section 2.** The Union shall be responsible for purchasing Standard Form (SF) 1187, for the proper completion and certification of the forms, and for transmitting them to the appropriate payroll office.

**Section 3.** A SF-1187, properly completed and signed, shall be provided to the appropriate payroll office by the Union. 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/end.

**Section 4.** The Union agrees to give prompt, written notification to the appropriate payroll office in the event an employee participating in the dues deduction program ceases, for any reason, to be a member in good standing, in order that the employee allotment may be terminated.

**Section 5.** 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 SF-1188 directly to the Agency's payroll office or to their representatives at the facility in accordance with the procedures below.

- a. For first year members: A dues revocation form (SF-1188) may be filed anytime by an employee during the thirty (30)

calendar days period beginning forty-five (45) days prior to his/her anniversary date 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.

- b. For all other members: October 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 September 1 and September 15 of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the appropriate Agency payroll office shall discontinue withholding the dues from the employee's pay effective only with the first full pay period which begins after the following November 1.
- c. In order for any dues revocation to be considered valid, the payroll office shall, within one (1) pay period following the date of revocation, notify the Union at the national level in writing of all revocations received.

**Section 6.** The amount of national dues to be withheld under this Article shall be the regular dues of the member as specified on the member's SF-1187 or as certified by the Union if the amount of regular dues has been changed as provided in Section 7 of this Article. A deduction of regular national dues shall be made each pay period from the pay of an employee who has requested such allotment for dues. It is understood 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 allotment of dues.

**Section 7.** If the amount of regular national dues is changed by the Union, the Union shall notify the Director, Office of Labor and Employee Relations, in writing and shall certify as to the new

amount of regular national dues to be deducted each pay period. New SF- 1187 authorization forms shall not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in each twelve (12) month period.

**Section 8.** The issuance of a check for the total amount deducted shall be authorized by the appropriate payroll office. The check shall be made payable to the National Association of Air Traffic Specialists, Inc., and mailed to their headquarters not later than ten (10) working days after the close of each pay period. With each check, the Union shall be provided with a list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying check. Administrative errors in remittance checks shall be corrected and adjusted in the next remittance check to be issued to the Union.

**Section 9.** All deductions of dues provided for in this Article shall be automatically terminated upon processing of an SF- 50 separating an employee permanently from the bargaining unit. The Employer shall be responsible for notifying the appropriate servicing payroll office promptly when one of these actions occurs. When an employee is reassigned from one (1) servicing payroll office to another, his/her national dues shall continue to be deducted without interruption. In the event that dues are not initiated or are terminated improperly, the Employer agrees to reimburse the Union in an amount equal to the regular and periodic dues the Union would have received for the period in question. Any amount overpaid the employee will be collected in accordance with Agency regulations.

**Section 10.** 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 from any obligation to reimburse the employee for dues withheld.

**Section 11.** 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.

**Section 12.** In addition to the allotments permitted by DOT/FAA Order 2730.11A, the Employer shall permit employees to voluntarily designate two (2) allotments from their pay for programs sponsored by the Union, provided said allotments are for a lawful purpose as permitted by 5 CFR 550.311(b).

## **ARTICLE 20 UNION PUBLICATIONS**

**Section 1.** Where space is available, the Employer shall permit the Union to install an acceptable mail receptacle in a place designated by management. The Union may send by U.S. mail to the Facility Representative at the facility address, in bulk form, its monthly newsletter, memoranda and other mail. The Parties recognize the obligation of respecting individual privacy concerning mail. Therefore, the Parties agree mail addressed to individuals shall not be opened by anyone but the addressed individual, except in cases where permission by the addressed individual has been granted to another.

**Section 2.** The Union may place literature in the mail slot/boxes of bargaining unit employees during non-work times.

**Section 3.** The Employer shall provide mail slot/boxes for all employees.

**ARTICLE 21  
USE OF EMPLOYER PROVIDED FACILITIES,  
PUBLICATIONS AND SERVICES**

**Section 1.** The Employer shall provide a separate bulletin board for posting of Union materials at all air traffic facilities within the unit in 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 bulletin board. Materials shall not be posted or removed by the Employer except for compelling need. The Parties recognize that posting of scurrilous, inflammatory, or unlawful material is prohibited.

**Section 2.** Union representatives shall be given reasonable access to FAA telephone lines, facsimile machines, and copy machines for the purposes of conducting official labor relations business regarding grievances and other representational matters. Such access shall not be used to conduct internal Union business.

**Section 3.** 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 4.** 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 Employer determines one is available. The Employer 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 Employer in terms of suitability from the standpoint of décor. The Employer reserves the right to withdraw from such space arrangements whenever the space is required.

**Section 5.** The Employer shall provide lockers that are capable of being locked for all employees.

**Section 6.** The Employer 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 7.** When a Union representative is performing representational duties under this Agreement, the Employer shall make every reasonable effort to provide meeting space that will protect the confidentiality of any discussion.

**Section 8.** 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 that such mail involves representational purposes.

**Section 9.** 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.

**Section 10.** The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established.

**Section 11.** The Employer shall maintain clean and adequately stocked restrooms at all of its facilities.

**Section 12.** The Employer agrees to make every reasonable effort to provide adequate and suitably equipped eating facilities. The employer will provide, at a minimum, a microwave oven, a refrigerator, and a coffee maker for each facility. At facilities with more than fifty (50) employees, the Employer may provide an additional microwave oven and refrigerator.

**Section 13.** 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 22 SENIORITY**

For the purpose of this Agreement, the Union shall determine seniority consistent with its legal obligations.

## **ARTICLE 23 STAFFING**

**Section 1.** The Parties agree that the following issues are subject to negotiations annually under Article 7 (Mid-Term Negotiations) of this Agreement at the identified levels:

- a. National Level: Distribution of bargaining unit positions among regions. In determining regional allocations, the Parties shall solicit input from the Air Traffic Division Managers and the NAATS Regional Directors.
- b. Regional Level: Distribution of bargaining unit positions among facilities within each region.
- c. Facility Level: Distribution of bargaining unit positions to watch coverage.

**Section 2.** Within any individual facility, position(s) outside the bargaining unit may not be filled if the percentage of on-board staffing to authorized staffing of bargaining unit employees is less than the percentage of on-board staffing to authorized staffing in the position where the vacancy exists, unless a waiver, in writing, is granted from the Director of Air Traffic (AAT-1).

**Section 3.** In the event that the Parties at any level cannot reach agreement under Section 1, the issue shall be resolved in accordance with 5 USC Chapter 71, and applicable case law.

## **ARTICLE 24 WATCH SCHEDULES**

**Section 1.** Basic watch schedules shall be negotiated by the Parties at the local level. The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. The basic watch schedule must satisfy coverage requirements. Assignments of individual employees to the watch schedule are not considered changes to the basic watch schedule. Once posted, the basic watch schedule may not be renegotiated except for substantial operational reasons, or unless specifically requested by the Union. Permanent/rotating shifts and/or permanent/rotating days off are options which may be considered.

**Section 2.** Procedures for employee assignment to the basic watch schedule shall be negotiated by the Union and the Employer at the local level.

**Section 3.** The current basic watch schedule shall be projected and posted at least one (1) year in advance.

**Section 4.** Individual assignments to the watch schedule shall be posted at least sixty (60) days in advance, unless different terms are mutually agreed upon by the Parties at the local level. This posting

shall be accomplished as near as practicable to the first day of each month.

**Section 5.** The Employer recognizes that changes of individual assignments to the watch schedule are undesirable; therefore, the Employer agrees to make every reasonable effort to avoid such changes. 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. When the Employer determines that overtime will not be used, the Employer shall use the following alternatives to the extent feasible prior to making changes to an employee's posted shift assignment with less than seven (7) days notice (not listed by priority or preference):

- a. employees who have volunteered to change shifts;
- b. personnel on permanent assignments that are required to maintain currency;
- c. line supervisors or staff;
- d. personnel on detail assignments;
- e. rescheduling of training;
- f. employees who have volunteered to earn credit hours.

In the event the above alternatives are found not to be feasible, the employee's posted shift assignment can be changed. To the extent allowed by law, whenever an employee's shift is changed involuntarily, the affected employee shall be paid all differentials or premium pay to which he/she would otherwise have been entitled.

**Section 6.** Whenever possible, the Employer will provide at least seven (7) days advance notice of schedule changes for routine training.

**Section 7.** The Employer shall approve the exchange of shifts and/or days off by employees of equal qualifications, provided the exchange is consistent with operational requirements and does not result in overtime or violation of the basic work week.

**Section 8.** For the purposes of this Article, notice is defined as verbal or written communication to the individual concerned and is considered valid only after acknowledgment by the employee. Every reasonable effort shall be made to provide written notification and obtain written acknowledgment.

**Section 9.** Variations of watch schedules and rotations shall be permitted. The crew concept is not mandatory.

**Section 10.** Changes to individual assignments to the watch schedule with less than seven (7) days notice for the purpose of attending all-hands meetings or crew briefings shall not be made unless agreed to by the Parties at the local level.

## **ARTICLE 25 ALTERNATIVE WORK SCHEDULES (AWS)**

**Section 1.** Negotiated Alternative Work Schedules (AWS) shall be authorized in accordance with this Agreement.

**Section 2.** An AWS shall not have an adverse impact as determined by the following:

- a. The AWS may not result in a productivity reduction.
- b. The AWS may not result in a diminished level of services furnished to the public.
- c. The AWS may not result in an increase to the cost of facility operations. Cost factors do not include AWS administration.

**Section 3.** If the employer determines under the criteria established by 5 USC 6131 that any schedule established under the

provisions of this Article has had or would have an adverse Agency impact, it will follow the impasse provisions of Article 7 (Mid-Term Negotiations).

**Section 4.** In accordance with this Article and Article 24 (Watch Schedules), the Parties at the local level are free to negotiate and implement any of the following work schedules:

- a. Basic 40 hour work week - Defined as five (5) eight (8) hour days in a work week.
- b. Compressed - Defined as eighty (80) hour biweekly basic work requirement, which is scheduled for less than ten (10) work days.
- c. Flexible - Defined as any schedule which includes designated hours and days during which an employee on such a schedule must be present for work, and designated hours during which an employee on such a schedule may elect the time of their arrival at and departure from work within an eighty (80) hour biweekly basic work requirement.

**Section 5.** Developmentals may participate in an AWS unless the Employer determines that it will adversely impact their training.

**Section 6.** “Core time” is defined as those designated hours and days during the biweekly pay period when an employee on certain flexible schedules must be present for work. Recognizing the Employer’s statutory right to assign work, the Parties are encouraged to work collaboratively to determine core hours.

**Section 7.** AWS limitations include the following:

- a. Subject to approval by the Employer, based on staffing, employees on a flexible AWS may vary start times on a daily basis during the established flexible times.
- b. The scheduled shift shall not exceed ten (10) consecutive hours, excluding overtime, credit hours, and compensatory time.

- c. Employees shall not be required to have less than eight (8) hours between shifts. At the employee's request this may be reduced to no less than six (6) hours between shifts. This includes basic forty (40) hour work week schedules.
- d. Employees may not flex between pay periods.
- e. Premium pay will be paid in accordance with current law and Federal regulations.

**Section 8.** "Credit Hours" are non-overtime hours worked which are in excess of an employee's basic work requirement and which are earned at the election of the employee after approval by the Employer. All schedules identified in Section 4 of this Article are considered and coded a flexible schedule for any employee wishing to earn, use, or maintain a balance of credit hours. Employees may accrue and carry over credit hours into any pay period. Upon leaving the Agency, pay out of any unused credit hour balance shall not exceed twenty four (24) hours at the regular rate of pay. The employee is responsible for using any balance of credit hours in excess of twenty four (24) or the time is forfeited upon leaving the Agency. Credit hours shall not be converted to pay on changing from a flexible schedule to a basic or compressed schedule.

**Section 9.** Credit hours must be earned prior to their use. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave under Article 28 (Annual Leave). Credit hours may be earned at the end of one (1) pay period and applied to the first work day in the next pay period. Unless in a use or lose situation, employees shall first use accrued compensatory time, then accrued credit hours before annual leave.

**Section 10.** Bargaining unit members who are otherwise eligible shall be authorized to earn credit hours to replace another employee's shift to accommodate a leave request, which has been

denied, or a familiarization trip. The individual earning the credit hours must possess the qualifications for shift coverage.

**Section 11.** The approval to earn credit hours in Section 10 may be cancelled when the employee, for whom another employee was voluntarily substituting, cancels the associated leave/familiarization training request.

**Section 12.** AWS participation shall be voluntary. All employees who volunteer and subsequently participate will be expected to participate until their schedules are re-negotiated. An employee may be relieved from an AWS for hardship reasons. The reason shall be set forth in writing to the Employer and the Union at the local level. Removals from the AWS for hardship reasons shall be based on the merits of each case, and if found acceptable by the Employer, after direct discussion with the Union, employees shall be accommodated as soon as operational and scheduling requirements permit.

## **ARTICLE 26 WORKING HOURS**

**Section 1.** The normal operational workday shall consist of eight (8) hours. The normal workday with no operational duties involved shall consist of eight and half (8½) hours with thirty (30) minutes allowed for non-paid meal break. The normal workweek shall consist of five (5) consecutive eight (8) hour days. Also see Article 25 (Alternative Work Schedules).

**Section 2.** Air Traffic Managers shall not require air traffic control specialists to work more than six (6) consecutive days; to work more than two (2) hours in addition to the regularly assigned shift; or to have an off-duty period of less than eight (8) hours between watches. Up to fifteen (15) minutes of FLSA overtime may be scheduled for the purpose of opening/closing an operational position or a facility if mutually agreed upon by the Parties. The Union at the local level may waive these individual restrictions.

**Section 3.** Staffing permitting, the Employer shall provide relief periods away from the positions of operation. The Air Traffic Manager shall negotiate with the Facility Representative to determine the procedures to be used in providing relief breaks away from positions of operation. First priority should be given to providing a reasonable amount of time away from the position of operation for meals. The Parties shall negotiate the time frame(s) in which meals may be taken at the local level.

**Section 4.** 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 Air Traffic Manager shall negotiate with the Facility Representative with respect to the rotational plan that the facility will normally follow.

**Section 5.** On changing to daylight savings time, the employee shall be afforded the opportunity to remain on duty for his/her normal length of shift. On changing from daylight savings time, at the employee's request, he/she shall be allowed to work his/her regularly assigned shift.

**Section 6.** Staffing permitting, employees shall not be required to spend more than two (2) consecutive hours performing operational duties without a break away from operational areas. The employee is responsible for requesting breaks, and the supervisor is responsible for administering breaks in accordance with this Article. For facilities where staffing permits breaks in accordance with this Article, and employees routinely spend more than two (2) consecutive hours on position without a break, the NAATS Regional Director and the Regional Air Traffic Division Manager shall meet to develop a plan to alleviate the problem.

**Section 7.** Breaks are defined as a period of time during which no duties are assigned.

**Section 8.** 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 works during the fourth (4th) hour through the sixth (6<sup>th</sup>) hour of his/her shift without a minimum thirty (30) minute uninterrupted meal break, he/she shall be compensated at the rate of fifty percent (50%) of one-half of the applicable hourly rate of basic pay. If the employee requests and receives the meal break during some other period, he/she will not be eligible for the missed meal premium pay.

**Section 9.** 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 27 HOLIDAYS**

**Section 1. The following are legal, public holidays:**

New Year's Day, January 1

Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January

Presidents' Day, the third Monday in February

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Columbus Day, the second Monday in October

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Christmas Day, December 25

Any other legally declared federal holidays applicable to facilities in the bargaining unit.

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

a. Scheduled five-day work week:

Scheduled Days Off	When Actual Holiday Falls On	Day Observed in Lieu of the Actual Holiday
Saturday-Sunday	Saturday Sunday	Preceding Friday Following Monday
Sunday-Monday	Sunday Monday	Following Tuesday Preceding Saturday
Monday-Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday
Tuesday-Wednesday	Tuesday Wednesday	Following Thursday Preceding Monday
Wednesday-Thursday	Wednesday Thursday	Following Friday Preceding Tuesday
Thursday-Friday	Thursday Friday	Following Saturday Preceding Wednesday
Friday-Saturday	Friday Saturday	Following Sunday Preceding Thursday

b. Scheduled four-day work week:

Scheduled Days Off	When Actual Holiday Falls On	Day Observed in Lieu of the Actual Holiday
Sunday	Sunday	Following Wednesday
Monday	Monday	Preceding Saturday
Tuesday	Tuesday	Preceding Saturday
Monday	Monday	Following Thursday
Tuesday	Tuesday	Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday	Tuesday	Following Friday
Wednesday	Wednesday	Preceding Monday
Thursday	Thursday	Preceding Monday
Wednesday	Wednesday	Following Saturday
Thursday	Thursday	Preceding Tuesday
Friday	Friday	Preceding Tuesday
Thursday	Thursday	Following Sunday
Friday	Friday	Preceding Wednesday
Saturday	Saturday	Preceding Wednesday
Friday	Friday	Preceding Thursday
Saturday	Saturday	Preceding Thursday
Sunday	Sunday	Following Monday
Saturday	Saturday	Preceding Friday
Sunday	Sunday	Following Tuesday
Monday	Monday	Preceding Friday

c. When an employee works a holiday or day in lieu of a holiday, he/she shall be entitled to pay at the rate of his/her basic pay, plus premium pay at a rate equal to the rate of his/her basic pay, for that holiday work which is not overtime work as defined by 5 USC 5542(a). Holiday pay is paid in addition to any other premium pay granted for night or Sunday work and in addition to the hazard pay differential. An employee on holiday leave shall be entitled to his/her basic rate of pay for that time during which the employee is on holiday leave.

**Section 3.** Unless operational requirements do not permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such days off if they so request. The procedures for approval of holiday leave requests shall be negotiated at the local level. Nothing in this Section infringes upon the Employer's right to reduce holiday staffing and in lieu of holiday staffing.

**Section 4.** Watch schedules on days in lieu of holidays shall not be changed so as to avoid payment of holiday pay. Specifically, employees qualified to work and whose normal schedule calls for them to perform operational duties will not be placed on holiday leave on a day in lieu of a holiday without their consent.

**Section 5.** If the actual holiday falls in the middle of the employee's workweek, the Employer at an employee's request, will change the employee's regular days off to provide three (3) or four (4) days off in succession if operational requirements permit.

**Section 6.** 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 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 7.** Watch schedules on actual holidays may be reduced when the Employer determines that anticipated activity will be substantially below normal traffic levels.

**Section 8.** In making the decision to reduce the watch schedule or require employees to take holiday leave, the Employer shall consider such information as the previous year's statistics and information from local activities.

## **ARTICLE 28 ANNUAL LEAVE**

**Section 1.** Annual leave shall be available for vacation purposes to each eligible employee of the bargaining unit to take at least three (3) consecutive weeks leave during the year except when longer periods can be provided at the local level. This leave shall not be canceled or rescheduled except for an operational emergency or at the request of the employee. In the event it becomes necessary for management to cancel leave, consideration will be given to any employee who has incurred pre-paid nonrefundable expenses.

**Section 2.** The Employer recognizes the desirability of granting annual leave during prime vacation time and shall make every reasonable effort to grant three (3) consecutive weeks to those employees who desire it. The Parties at the local level shall negotiate a method for resolving conflicting vacation leave requests.

**Section 3.** If an employee waives his/her right to schedule any or all of his/her vacation in prime time, it shall not be reinstated to the detriment of any other bargaining unit member. It is understood that an employee waiving any or all of his/her vacation in prime time is waiving it only for the time frame in the current leave year for which vacation is being scheduled.

**Section 4.** The Union Facility Representative shall establish prime vacation time periods at each facility. Multiple prime vacation time periods are permissible.

**Section 5.** The vacation schedule shall be prepared and approved prior to a date negotiated at the local level, but not later than March 1 of each year.

**Section 6.** Employees may be authorized the use of the leave that they are entitled to earn within a leave year at any time during that leave year.

**Section 7.** The beginning and/or ending of pay periods have no bearing on when annual leave is actually taken. Every reasonable effort shall be made to schedule annual leave to coincide with regular days off if the employee so desires.

**Section 8.** If annual leave is requested during any portion of the employee's work week, the employee's watch schedule shall not be changed on the days preceding and following the approved annual leave unless agreed to by the employee.

**Section 9.** Annual leave requests not previously scheduled shall normally be approved or disapproved during the watch on which the request is made, except when the employee requests an immediate answer. Approval shall not be subject to conditional circumstances. If disapproved, and annual leave for that time period or any portion of that time period later becomes available, it shall be approved on a first-requested basis. Requests for leave not previously scheduled shall be recorded. If an employee desires a written decision on his/her leave request, the request shall be submitted on an SF-71. If the leave is denied, the reason for the denial shall be noted in the remarks section of the SF-71.

**Section 10.** The Employer shall not cancel approved annual leave to avoid the payment of overtime.

**Section 11.** Accrued annual leave may be carried over to the next leave year in accordance with applicable law and regulations. The Employer and employee shall schedule annual leave in order to avoid the forfeiture of such leave.

**Section 12.** Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave, in accordance with applicable regulations.

**Section 13.** Annual leave, or LWOP when no annual leave is available, shall be granted to an employee to care for a diagnosed terminally ill member of the employee's immediate family. Medical documentation shall be provided upon the Employer's request.

**Section 14.** The provisions of this Article also apply to compensatory time. Earned compensatory time may be used in lieu of or in conjunction with annual leave.

**Section 15.** 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.

## **ARTICLE 29 SICK LEAVE**

**Section 1.** An Employee shall earn sick leave at a rate of four (4) hours a pay period.

**Section 2.**

- a. Sick leave shall be approved for an employee who is incapacitated for the performance of his/her duties.
- b. An employee who becomes incapacitated because of illness while on duty shall request sick leave from the watch supervisor. Such leave shall not unreasonably be denied.
- c. Sick leave is warranted under circumstances involving a contagious disease (as defined by the public health authorities) which requires isolation, quarantine, or restriction of movement and if it involves:

- (1) a member of an employee's immediate family, and,
  - (2) if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her co-workers.
- d. Sick leave for medical, dental, or optical examination or treatment shall be granted provided it is requested in advance and the employee can be spared from work. The Employer shall make every reasonable effort to approve such leave.
  - e. Requests for unanticipated sick leave shall be made as soon as possible prior to the scheduled starting time of the employee's shift. If the degree of illness precludes compliance with advance notification, the employee shall notify the facility as soon as possible after the start of the shift. When the degree of illness precludes providing supporting information at the time the request for sick leave is made, such information shall, upon request, be provided upon the employee's return to duty. Requests for sick leave shall be made to the duty supervisor or controller-in-charge (CIC).

**Section 3.** There shall be no sick leave counseling based solely on the number of sick leave hours used.

**Section 4.** 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) consecutive workdays except that this requirement may be waived by the Employer 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 shall be accepted as supporting evidence by the supervisor. An employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for the day released from duty.

**Section 5.** In individual cases, where there is just and sufficient cause to believe the employee may be abusing sick leave, the employee shall be advised in writing of the reasons a medical certificate may be required for each subsequent absence. This letter shall remain in effect no longer than six (6) months. If just cause continues to exist, an employee may be given advance written notice the he/she will be required for a period of time, not to exceed six (6) months, to furnish such a certificate. When it has been determined by the Employer that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records.

**Section 6.** Whenever an employee's request for sick leave is disapproved, he/she shall be given a signed written reason if he/she so requests.

**Section 7.** Request for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

**Section 8.** Normal sick leave usage shall not be a factor for promotion, discipline or other personnel action.

**Section 9.** Each employee shall be entitled to an advance of 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.

**Section 10.** The Employer shall arrange for transportation for a seriously ill or injured employee at work to a physician, medical

facility, or other employee designated location. The Employer shall be responsible for notification of the occurrence and location of the employee to the employee's family or designated party, if requested by the employee.

**Section 11.** If management directs an employee to transport an ill or injured employee as specified in Section 10 of this Article, the transporting employee shall be in a duty status and will receive all benefits and protections under the law.

**Section 12.** When an employee is unable to do so because of serious injury or illness, the Employer 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 13.** 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 his/her retirement.

### **ARTICLE 30 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 operational requirements 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.** In accordance with Agency directives, excused absence may be made available for other circumstances, such as voting and home leave.

**Section 5.** Up to sixty-four (64) hours of excused absence shall be granted for arrangements incident to a change in the employee's official post of duty regardless of whether or not the residence is being relocated. Employees will provide justification for the use of this time. This Section is not inclusive of any time provided for "house hunting".

### **ARTICLE 31 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; 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 Employer, 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 Employer 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 operational requirements permit. Volunteers to remain on duty shall be utilized to the extent possible.

**Section 4.** The Employer 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 requirements, 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 Employer in the event that they are unable to report on the opening shift. The procedures shall also establish the method the Employer will use to notify employees in the event that they are not required to report for duty due to hazardous geological/weather conditions.

## **ARTICLE 32 JURY DUTY AND COURT LEAVE**

**Section 1.** Performance of jury duty is considered a basic civic responsibility of all employees of the Agency. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance.

**Section 2.** An employee on court/jury duty leave shall be entitled to the same premium pay he/she would have received had he/she worked his/her regular shift. Employees assigned to night duty shall be granted court/jury duty leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest. Employees released from court/jury duty early may be granted excused absence for the remainder of the workday.

**Section 3.** At the request of an employee who has been granted court/jury duty leave, his/her regular days off shall be changed to coincide with his/her court/jury duty service regular days off. This change of the employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for his/her 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, he/she is entitled to court leave during the time he/she is absent as a witness. When an employee is 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, he/she 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 summoned as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or a State or local government, will be granted annual leave or leave without pay for his/her absence as a witness in accordance with Agency regulations.

### **ARTICLE 33 LEAVE FOR SPECIAL CIRCUMSTANCES**

**Section 1.** In the event of a death in an employee's family, eighty (80) hours of annual leave, compensatory time off, or leave without pay (LWOP) shall be granted. For the purposes of this Section, "family" is defined as the employee's father, mother, son, daughter, brother, sister, 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.** To the extent operational requirements permit, employees shall be granted annual leave (including compensatory time off) 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 3.** An employee whose personal religious beliefs require the abstention from work during certain periods of time may, after advanced approval by the employee's supervisor, elect to engage in overtime work for time lost for meeting those religious requirements. Any employee who so elects such overtime work shall be granted equal compensatory time off from his/her

scheduled tour of duty (in lieu of overtime pay) for such religious reasons. Any entitlement under this Section will be subject to operational requirements and any applicable regulation or Agency directive.

**Section 4. Family Medical Leave Act (FMLA)/Federal Employee Family Friendly Leave Act (FEFFLA).**

- a. Entitlements under these provisions are subject to the amendments or cancellation of applicable FMLA and FEFFLA laws. In the event of cancellation of these programs, Section 1 of this Article as well as the provisions of Article 29 (Sick Leave) will govern entitlement.
- b. For purposes of Sections 5 and 6, a “family member” is defined as (a) spouse and parents thereof; (b) children, including adopted children, and spouses thereof; (c) parents; (d) brothers and sisters, and spouses thereof; and (e) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- c. Regardless of the duration of the absence, the Agency may consider an employee certification as to the reason for his/her absence as evidence administratively acceptable.
- d. An employee should invoke his/her entitlement to FEFFLA in advance of absence from work; entitlement to FMLA must be invoked in advance of its use.
- e. Compensatory time off and credit hours earned may not be substituted for leave without pay under FMLA; however, an employee may choose to substitute annual or sick leave. An employee may not retroactively substitute paid time off for unpaid FMLA leave.

**Section 5. Family Care/Bereavement Leave.** All full time NAATS bargaining unit employees shall be allowed to use up to

forty (40) hours of earned sick leave per year for family care or family bereavement purposes. An additional sixty-four (64) hours of sick leave may be used by all NAATS bargaining unit members who maintain an eighty (80) hour sick leave balance, including advanced sick leave in accordance with Article 29 (Sick Leave) and 5 CFR Section 630.401(c), at any time during the leave year. The total entitlement is therefore one hundred four (104) hours of sick leave usage per year for family care and bereavement.

**Section 6.** In the case of a part-time bargaining unit member or a bargaining unit member with an uncommon tour of duty, the average number of hours of work in the bargaining unit member's scheduled tour of duty each week shall constitute the annual entitlement. If the number of hours in the employee's tour of duty is changed during the leave year, the employee's entitlement to use sick leave for purposes of FEFFLA shall be recalculated based on the employee's new tour of duty.

**Section 7. Contagious Diseases.** The above forty (40) hour limit on the use of sick leave for family care purposes does not apply to the bargaining unit member's entitlement to use sick leave to provide care for a family member who is afflicted with a contagious disease. Title 5 CFR 630.401(c) establishes no limit on sick leave usage for this purpose. The Parties agree that, because of the sensitivity of different contagions, reliance on the expertise of health authorities may be warranted in some cases. Based on the advice of the health authority, the employee may be required to submit proper medical documentation to support the use of sick leave under these circumstances.

**Section 8. Adoption.** NAATS bargaining unit members shall be allowed to use up to twelve (12) weeks of unpaid leave during any twelve (12) month period for purposes related to the adoption of a child, such as travel, court appearance, and appointments with adoption agencies, social workers, and attorneys. Since adoption procedures and requirements differ among jurisdictions and

adoption agencies, the Employer shall determine what, if any, administrative evidence should be provided along with the bargaining unit member's request for sick leave for adoption related purposes. An employee may elect to substitute any paid leave for any or all of the period of leave taken under this Section.

**Section 9. Bone Marrow/Organ Donors.** Bargaining unit members who serve as bone marrow or organ donors are entitled to use seven (7) days of paid leave (in addition to annual or sick leave) in any calendar year. The Employer shall grant additional time off in the form of paid or unpaid leave as appropriate for recovery in connection with the bone marrow/organ donation. The Employer shall determine what, if any, administrative evidence should be provided along with the bargaining unit member's request for leave. The employee must provide notice of his/her intent to take such leave no less than thirty (30) days before leave it to begin or as soon as is practicable.

**Section 10. Right To Privacy.** The Parties recognize the right of NAATS bargaining unit members to their privacy. The Employer recognizes the responsibility of all officials to adhere to employee rights to privacy. Leave approval authorities will be briefed to only ask those questions necessary to determine the applicability of FEFFLA and FMLA to NAATS bargaining unit employees.

**Section 11. Military Leave.** Military leave for bargaining unit members shall be administered in accordance with current Agency policy (5 USC Section 6323).

## **ARTICLE 34 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 Employer to become a leave recipient. If an employee is not capable of making an application on his or her own behalf, a personal representative of the potential leave recipient may make a written application on the employee's behalf. Each application shall be accompanied by the following information concerning each potential leave recipient:

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

**Section 3.** A leave recipient may use leave transferred to the leave recipient's accounts only for the purpose of a medical emergency for which the leave recipient was approved.

**Section 4.** Leave transferred under this Article may be substituted retroactively for a period of leave without pay or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipients employing agency as the beginning of the period of medical emergency for which LWOP or advanced annual or sick leave was granted.

**Section 5.** An employee may submit a voluntary written request to the Employer that a specific number of hours of the donor's

accrued annual or sick leave be transferred from the donor's leave account to the leave account of a specified leave recipient.

**Section 6.** Limitations on donation of annual leave are as follows:

- a. In any one (1) leave year, a leave donor may donate no more than a total of one-half (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 Employer shall establish written criteria for waiving the limitations on donating annual leave under Section 6a and 6b above. Any such waiver shall be documented in writing.

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

**Section 8.**

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

- (1) 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
  - (2) 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).
- b. Any annual or sick leave accrued by a leave recipient under this section shall be transferred to the appropriate leave account of the leave recipient and shall become available for use:
- (1) as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or
  - (2) if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all leave made available to them.

**Section 9.** Restoration of unused transferred leave shall be in accordance with the Employer's existing rules.

**Section 10.** Definitions:

- a. **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 Employer.

- b. **Leave recipient:** A current employee with a medical emergency for whom the Employer has approved an application to receive annual or sick leave from the leave accounts from one or more leave donors.
- c. **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.
- d. **Paid leave status:** The administrative status of an employee while the employee is using annual or sick leave accrued or accumulated.
- e. **Shared leave status:** The administrative status of an employee while the employee is using transferred leave.

### **ARTICLE 35 LEAVE WITHOUT PAY FOR UNION OFFICIALS**

**Section 1.** Union officials who are elected or appointed to serve in an official capacity as a representative of the Union shall be granted, upon request, leave without pay concurrent and consistent with elected terms of office or appointment. Each request by an employee for such leave without pay shall be for a specified period and shall be certified by the national office of the Union.

**Section 2.** Upon completion of a period of leave without pay granted under Section 1 of this Article, the Union official shall be returned to duty at the flight service facility to which he/she was assigned prior to his/her assuming leave without pay status. In the event there is a reduction-in-force at that flight service facility while the Union official is in a leave without pay status, the Union official's future duty status and duty location shall be determined in accordance with Article 110 (Facility Closing and Part

Timings). By mutual agreement between the Union official and his employing FAA region, 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 leave without pay status.

**Section 3.** Upon written notice to the Employer that need for leave without pay granted under Section 1 of this Article has ended, Union officials shall be permitted to return to duty pay prior to the termination date of their leave without pay status. Such request for return to duty shall be certified by the national office of the Union.

**Section 4.** An employee who is placed on leave without pay while acting in an official capacity on behalf of the Union shall be entitled to all benefits, including continued participation in the federal retirement program, in accordance with applicable laws and regulations.

**Section 5.** There shall be no prohibition on the approval of an employee's LWOP request based on the employee having other types of leave accrued.

## **ARTICLE 36 EMPLOYEE RIGHTS AND OBLIGATIONS**

**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, such rights include: the right to act in the capacity of a representative and the right to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

**Section 2.** An employee's off the job conduct shall not result in disciplinary action unless such conduct clearly hampers his or her effectiveness as an employee or affects the public's confidence in the FAA.

**Section 3.** No employee shall have disciplinary action taken against him/her because of an occasional debt complaint, unless it is established that the employee's nonpayment of a just debt has or will have a harmful effect on the performance of his/her duties, or the ability of the Employer to perform its assigned mission. The Employer shall not assist the creditor or process server in any manner, except as required by law.

**Section 4.** Employee participation in charitable drives and in U.S. Savings Bond campaigns is voluntary. Solicitations may be made but no pressure shall be brought to bear to require such participation.

**Section 5.** Applicable regulations, such as FAA conflict of interest, nepotism, and regulations on aviation employment shall be uniformly administered throughout the FAA.

**Section 6.** The Employer agrees that, except where there is reasonable cause to suspect criminal activity, management shall not enter lockers unless the employee or a Union representative has been given the opportunity to be present.

**Section 7.** Privacy will be provided for formal counseling sessions. These sessions shall be held away from the hearing and view of other employees to the maximum extent possible.

**Section 8.** In those instances when an employee's spouse holds or accepts a position in another FAA facility, the Employer will provide priority consideration to the bargaining unit member for ingrade/downgrade reassignment through Internal Placement Procedures (IPP) for bargaining unit vacancies at or near the spouse's location before candidates under other placement actions

are considered. The Employer retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs shall not be allowed for the spouse beyond those he/she would be entitled to as a family member.

**Section 9.** Employees shall be free from reprisal for the exercise of any appeal right granted by law, rule, regulation, or the terms of this Agreement.

**Section 10.** Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health and safety. However, employees are not protected against the disclosure of classified information or records covered by the Privacy Act.

**Section 11.** 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 12.** An employee cannot be disciplined for invoking his/her Fifth Amendment privilege against self-incrimination in refusing to answer questions. However, the employee can be disciplined for refusing to answer if he/she has been adequately informed that his/her replies, and information derived from those replies, cannot be used against him/her in a criminal case.

**Section 13.** Employees shall be permitted to read and discuss this Agreement in operational areas when it does not interfere with operational activities. Discussion of union-related issues in operational areas shall not be treated differently from discussions about other non-operational issues.

**Section 14.** Radios, television sets, news publications, and electronic devices provided by bargaining unit employees shall be

permitted in designated non-work areas at all flight service facilities for use during non-work times. All pagers must be set on a non-audible position and are allowed in work areas so long as their use does not interfere with safe and efficient air traffic operations.

**Section 15.** In the performance of his/her official duties, the employee is entitled to all the protections of the “Federal Employees Liability Reform and Tort Compensation Act of 1988,” (P.L. 100-694) regarding liability for damages, loss of property, personal injury, or death caused by the negligent or wrongful act or omission of the employee.

**Section 16.** The Parties recognize that outside aviation-related employment for certain flight service employees may be of benefit. Employees have the right to engage in outside aviation-related employment provided such employment does not constitute a conflict of interest.

**Section 17.** Each employee shall be furnished each pay period a written statement showing pay, deductions, leave status, and other information in a manner which protects the privacy of this information.

**Section 18.** Employees may make claims for damage to or loss of personal property resulting from incidents related to the performance of their duties while in a duty status. The Employer agrees to assist a claimant in the proper filing of any such claim.

**Section 19.** Employees shall be provided all rights and entitlements afforded by Public Law 103-94 (Hatch Act Reform Amendments of 1993).

**ARTICLE 37  
REPRESENTATION RIGHTS**

**Section 1.**

- a. This Section applies to meetings conducted by all Management representatives, including DOT/FAA security agents, EEO investigators, and agents of the Inspector General. The provisions of c and d below 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 43 (Operational Error/Deviation Investigation, Reporting, and Review Board).
- b. An employee will be given an opportunity to obtain union representation for any examination by a representative of the Agency in connection with an investigation if;
  - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) the employee requests representation.
- c. 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 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.
- d. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise,

the Employer 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 8 (Union Representation and Official Time for Representational Duties).

**Section 2.** During investigatory meetings, the Union representative has the right to offer clarifying questions and answers, help the employee provide favorable information, identify employees who might also have knowledge of relevant facts, and advise the employee.

**Section 3.** 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.

**Section 4.** If management denies an employee's request for a union representative, and such denial is subsequently determined to be a harmful error in a disciplinary action, that disciplinary action may not be sustained.

**Section 5.** 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 Employer and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policies, practices, or other general condition of employment. This provision also applies to formal discussions conducted by telephone.

**ARTICLE 38**  
**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 handicap, age, sex, race, religion, color, national origin, or sexual orientation.

**Section 3.** The Parties jointly support an organizational environment that is free of sexual harassment and discrimination. Every effort will be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the workplace.

**Section 4.** The Parties have established a national EEO committee which will be administered in accordance with Article 14 (Workgroups, Committees, Program, and Project Representatives). The committee shall meet annually.

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

**Section 6.** The Agency agrees to adhere to FLRA case law regarding the Union's right to negotiate those aspects of EEO case settlements that conflict with the collective bargaining agreement or otherwise trigger a bargaining obligation. To minimize post-settlement bargaining when a bargaining obligation exists, the Agency will discuss such contemplated settlements with the Union prior to their completion.

**Section 7.** Any negotiations necessitated by these settlement terms will be conducted in accordance with the Parties agreement in Article 7 (Mid-Term Negotiations). However, recognizing the importance of settling EEO complaints, and the fact that the EEO process has timeframes outside of the control of the Agency and the complainant, Parties will try to conclude such bargaining as quickly as possible.

**Section 8.** If the complainant objects to sharing information about his/her settlement agreement with the Union pursuant to Section 6 because of privacy reasons, the Agency will notify the Union of the terms of the agreement before it is signed, without disclosing the name of the complainant or information that would reveal the complainant's identity.

**Section 9.** Both Parties will respect the privacy of the complainant(s). Neither Party will share or disclose the terms of any settlement agreement without the written consent of the complainant, except as provided by law, rule, or regulation.

### **ARTICLE 39 DISCIPLINARY AND 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. Administrative reassignments, transfers to other facilities or locations, retraining and/or recertification, or enforced leave, will not be used as disciplinary/adverse actions. This Article does not apply to the removal of probationers.

**Section 2.** When the Employer 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.** Disciplinary/adverse actions shall not be taken against an employee except for such cause as will promote the efficiency of the service. Any action taken by the Employer shall be supported by a preponderance of the evidence.

**Section 4.** 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 Employer.

**Section 5.** Except for oral and written admonishments and written reprimands, the following procedures will be used to take disciplinary/adverse actions:

- a. The Employer shall give the employee written notice proposing the action. The notice period shall be as provided for in 5 USC 7513(b)(1). 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. The employee’s representative may participate in the employee’s oral reply.
- c. The Employer shall consider the employee’s reply, and then give the employee a written decision concerning the proposed action.

**Section 6.** In addition to the provisions of Section 5, the following provisions are applicable to cases of reduction-in-grade or pay, or removal for unacceptable performance:

- a. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred upon by a management representative who is in a higher position than the management representative who proposed the action. The decision may only be based on those instances of unacceptable performance which occurred within one (1) year prior to the date of the written notice described in Section 5a.
- 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 5a, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from any record relating to the employee.

**Section 7.** 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 Employer 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 folder in accordance with Article 51 (Official Records).

**Section 8.** 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 9.** Management's action may not be sustained if a harmful error is shown.

**Section 10.** The employee and the Union representative shall be granted a reasonable amount of duty 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 of more than fourteen (14) days; of up to eight (8) hours in other cases for preparation and presentation of answers to proposed actions under this Article. The employee's duty time authorized in this Section may be extended upon request.

**Section 11.** For furloughs of thirty (30) days or less, each Air Traffic Manager and NAATS Facility Representative will work together to determine the most effective way for scheduling duty time to prepare and present a response. It is understood between the Parties that it may be difficult for the Employer to grant sixteen (16) hours of duty time to every employee who wishes to reply to a proposed furlough. However, the Employer will ensure that every bargaining unit employee who wishes to reply will be provided a reasonable amount of duty time to prepare and present his/her response. The scheduling of such time is subject to operational requirements. The principal Facility Representative, and/or his/her designee, will be on official time, if otherwise in a duty status, for the period of time agreed upon to assist in the preparation and presentation of replies.

**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. The letters of confirmation of discussion shall be completed as soon as practicable after the event.

**Section 13.** Although not exhaustive, the Employer's table of penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the table of penalties may be derived by comparing the nature and seriousness of the offense to those listed

in the table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

**Section 14.** In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Employer 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 Employer at the national level may allow an employee subject to removal or suspension of more than fourteen (14) days the opportunity to exhaust all appeal rights available under this Agreement before the suspension or removal becomes effective.

**Section 17.** An employee against whom an adverse/disciplinary action is taken may grieve that action under Article 40 (Grievance Procedure), or any other applicable statutory procedure, but not both.

**Section 18.** An employee against whom action is proposed under this Article shall have the right to representation by the Union or by an attorney or other representative of his/her choice. As such the Union reserves the right to refuse representation on an individual case-by-case base.

## **ARTICLE 40 GRIEVANCE PROCEDURE**

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

- a. by an employee concerning any matter relating to the employment of the employee;

- b. by the Union concerning any matter relating to the employment of any bargaining unit employee;
- c. by a unit employee or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as provided in the Civil Service Reform Act of 1978 or this Agreement; or
- d. by an employee or the Union concerning any matter relating to employment not covered by any other area of the Agreement.

**Section 2.** The Employer recognizes that employees are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Employer 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 3.** This Article provides the procedures for timely consideration of grievances. Except as limited or modified by Sections 4, 5, 6, and 7, it shall be the exclusive procedure available to the Parties and the employees in the bargaining unit for resolving conflicts/grievances. Any employee, group of employees, or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve conflicts/grievances informally at the earliest possible time and at the lowest possible supervisory level. The Parties may mutually agree upon an extension of time at any grievance step.

**Section 4.** This grievance procedure shall not apply to:

- a. any claimed violation of Title 5 USC Chapter 73, Subchapter III (relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;

- c. a suspension or removal under Title 5 USC Section 7532 (relating to national security matters);
- d. any examination, certification, or appointment (as required by 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 Employer's decision to conduct a Reduction-in-Force (RIF);
- g. the referral of an employee to an Agency approved rehabilitation program for substance abuse in accordance with the provisions of Article 82 (Substance Testing);
- h. the legal removal of probationary employees.

**Section 5.** In matters relating to Title 5 USC 2302 (b)(1) dealing with certain discriminatory practices, an aggrieved employee shall have the option of utilizing either this grievance procedure or any other procedure available in law or regulation, but not both.

**Section 6.** In matters relating to Title 5 USC 4303 dealing with removal or reduction-in-grade for unacceptable performance or Title 5 USC 7512 dealing with removal, suspension for more than fourteen (14) days, a reduction-in-grade, a reduction in pay, or a furlough of thirty (30) days or less, an aggrieved employee shall have the option of utilizing this procedure or any appellate procedure, but not both.

**Section 7.** The compliance and complaint procedures of the Office of Personnel Management (OPM) shall be followed in matters related to entitlements under the Fair Labor Standards Act (FLSA), as amended.

**Section 8.** Employees may request assistance from the Union in the presentation of grievances. Any employee or group of

employees covered by this Agreement may present grievances and have them adjusted without the assistance of the exclusive representative, as long as the adjustment of the grievance is not inconsistent with the terms of this Agreement and 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 9.** For Section 10, Steps 2 and 3, employee grievance meetings, the Union is entitled to be represented in numbers equal to the number of Management representatives present, provided this entitlement does not unreasonably delay the meeting. The grievant's presence at the meeting is not considered a representative of the Union.

**Section 10.** Employee Grievances:

**Step 1.** 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, an aggrieved employee shall submit a written request for informal resolution of the grievance to the employee's immediate supervisor (who may be the Air Traffic Manager). If the employee's immediate supervisor is not available the request may be submitted to the supervisor on duty. A meeting shall be held within fifteen (15) calendar days of notification. This meeting shall be limited to the employee, the appropriate Union representative, and a representative of the Employer. However, the Parties may mutually agree upon additional participants. The employee shall be in a duty status to present the grievance. The purpose of the meeting is to allow the employee, the Union, and the Employer to freely present, receive and/or exchange information and their views on the

situation. The Parties should explore the alternate methods available to resolve the issue. If one arises, it shall be acted upon with mutual agreement. If the Parties are unable to resolve the issue under this Article, the Employer shall render a written decision within twenty (20) calendar days of the meeting. A copy of the decision will be provided to the grievant and the Union.

**Step 2.** If the grievant or the Union is not satisfied with the answer, a formal grievance may be submitted to the Air Traffic Manager or his/her designee, within twenty (20) calendar days following the receipt of the answer. The grievance shall be submitted in writing on a grievance form, if available, and shall contain the name of the grievant, the Union representative, the alleged violation (citing article and section), and the corrective action desired. If requested, the Employer shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally. The employee shall be in a duty status to present the grievance. The Employer's decision shall be delivered to the grievant and Union representative within twenty (20) calendar days following receipt of the written grievance. The decision shall be delivered personally to the grievant, and/or his/her representative, if he/she is on duty. Otherwise, another appropriate method of delivery shall be used. If the grievance is denied, the reasons for denial will be set forth in the written response.

**Step 3.** If the Union is not satisfied with the Step 2 decision, and wishes to continue the process, the Union must advise the regional labor relations contact that it desires the matter to be reviewed by the Manager, Air Traffic Division, or his/her designee. This request must be sent by certified mail unless another suitable means is mutually agreed upon by the Parties at the Regional level within thirty (30) calendar days following receipt of the decision or the day the answer was due. The Regional Headquarters shall notify the Union, by certified mail, of its decision within thirty (30) calendar days following receipt

of the request. If requested, the Air Traffic Manager or his/her designee shall, prior to making a decision, afford the Union an opportunity to present the grievance orally.

**Step 4.** If the Union at the national level is not satisfied with the regional decision and wishes to pursue the grievance to arbitration, it must notify the Employer at the national level by certified mail within thirty (30) calendar days following receipt of the regional decision or the date the answer was due.

**Section 11.** Grievances Filed by the Union or Employer.

a. Facility Level.

**Step 1.** The Union/Employer must submit any grievance in writing to the other Party within twenty (20) calendar days of the event (or knowledge of the event) giving rise to the grievance and shall provide the following information:

- (1) The facts upon which the grievance is based.
- (2) The Article(s) and Section(s) of the Agreement alleged to have been violated.
- (3) The corrective action sought.
- (4) If a meeting is requested

If a meeting is requested, the Employer and the Union shall hold a meeting within twenty (20) calendar days of the filing of the grievance. The purpose of the meeting is to allow the Union and the Employer to freely present, receive, and exchange information and their views on the issue, and to try to resolve the grievance. If the Parties are unable to resolve the grievance, the responding Party shall render a written decision within twenty (20) calendar days of receipt of the grievance or the final meeting on the issue whichever is later.

**Step 2.** If the grieving party is not satisfied with the decision, they may within thirty (30) calendar days following receipt of the decision advise the regional labor relations contact, that it desires the matter be reviewed by the appropriate regional official. This request shall be sent by certified mail unless another suitable means is mutually agreed upon by the Parties at the regional level. On request, the grieving party shall be afforded an opportunity to present the grievance orally prior to a decision being rendered.

The grieving party shall be notified in writing within thirty (30) calendar days of the receipt of the request or the oral presentation, whichever is later, of the regional decision. This request shall be sent by certified mail unless another suitable means is mutually agreed upon by the Parties at the regional level.

**Step 3.** If the grieving party at the national level is not satisfied with the regional decision and wishes to pursue the grievance to arbitration, it must notify the responding party at the national level by certified mail within thirty (30) calendar days following receipt of the regional decision or the date the answer was due.

b. Regional/National Level.

**Step 1.** The Union/Employer at the regional or national level must submit any grievance in writing to the other Party at the corresponding level within twenty (20) calendar days of the event (or knowledge of the event) giving rise to the grievance and shall provide the following information:

- (1) The facts upon which the grievance is based.
- (2) The Article(s) and Section(s) of the Agreement alleged to have been violated.
- (3) The corrective action sought.

(4) If a meeting is requested

If a meeting is requested, the Employer and the Union shall hold a meeting within twenty (20) days of the filing of the grievance. The purpose of the meeting is to allow the Union and the Employer to freely present, receive, and exchange information and their views on the issue, and to try to resolve the grievance. If the Parties are unable to resolve the grievance, the responding Party shall render a written decision within twenty (20) days of receipt of the grievance or the final meeting on the issue whichever is later.

**Step 2.** If the grieving party at the national level is not satisfied with the decision and wishes to pursue the grievance to arbitration, it must notify the responding party at the national level by certified mail within thirty (30) calendar days following receipt of the decision or the date the answer was due

**Section 12.** At least once quarterly, and more often if mutually agreed to, the Union's Regional Director, or his/her designee, the Air Traffic Manager, or his/her designee and the regional labor relations contact, or his/her designee, shall meet to discuss and attempt to resolve pending grievances. The Union representative shall be in a duty status if otherwise in a duty status, including travel time. Watch schedules may be adjusted. Travel and per diem expenses for the Regional Director or his/her designee shall be authorized for one (1) meeting per quarter, under this Article. Appropriate means shall be used to determine timeliness under this Step. The responding party at the regional level shall confirm the resolution of any grievance reached at this meeting, in writing, to the grieving party's regional representative within ten (10) calendar days of the meeting. Unless mutually agreed to otherwise, all request/responses in this Step shall be in writing.

**Section 13. Arbitration:**

- a. The Parties shall create a panel of at least three (3) mutually acceptable arbitrators in each FAA region. In addition, a

national panel of three (3) mutually acceptable arbitrators shall also be selected by the Parties. An arbitrator may either be mutually selected by the Parties from the panel or by alternately striking names until one (1) remains. Either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. If a hearing is not scheduled within twelve (12) months of the final decision, the grievance is void. An extension of time limits may be mutually agreed upon.

- b. The arbitrator shall conduct the arbitration hearing as promptly as practicable on a date and at a site mutually agreeable to the Parties. The grievant and/or the Union Representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance. The Union advocate, if an employee of the FAA, shall be granted eight (8) hours of official time for preparation for the hearing. FAA employees who are called as witnesses shall remain in a duty status if already in a duty status. Management agrees to adjust the schedules of witnesses to allow them to appear in a duty status. Each Party shall bear the expense of its own witnesses who are not employed by the FAA, or who are not located at the arbitration hearing location. The arbitrator shall submit his/her report to the Parties as soon as possible, but in no event later than thirty (30) calendar days following the close of the record, unless the Parties waive this requirement. The decision of the arbitrator shall be considered final and binding but may be excepted to or appealed in accordance with law, rule, or regulation.
- c. The Parties shall share equally in the costs associated with each arbitration and any transcription service. Additional copies of transcripts may be obtained at the requesting Party's expense.

- d. The arbitrator shall not in any manner or form whatsoever directly or indirectly add to, detract from, or in any way alter the provisions of this Agreement. The arbitrator shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not submitted to him/her.
- e. Questions as to whether or not a grievance is on a matter subject to the grievance procedure, or is subject to arbitration under that procedure, shall be submitted to the arbitrator as a threshold issue.
- f. The Parties at the national level may mutually agree to stipulate as to the facts and the issue in a particular case and submit these directly to an arbitrator for a decision without a formal hearing. In this event, all arguments will be made by written brief.
- g. At least seven (7) days prior to the hearing date, each Party shall provide a list of potential witnesses and the subject (bullet statement) of their testimony.
- h. To the maximum extent possible, the Parties intend for arbitration hearings to focus on the merits of the issue(s) in the grievance. To that end, the Parties' advocates are encouraged to discuss preliminary procedural issues such as arbitrability, timeliness, and witness necessity in advance. As necessary, the arbitrator may be asked by either party to conduct a pre-hearing conference to assist in resolving such matters.

**Section 14. Expedited Arbitration:**

- a. If the Union at the national level elects to process a disciplinary/adverse action under this Section rather than Section 10, it shall within twenty (20) calendar days following the effective date of the disciplinary/adverse

action, notify the regional labor relations contact of its intent to proceed under this Section and advise the Director, Office of Labor and Employee Relations, that it desires the matter be submitted directly to expedited arbitration. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the national or regional panel by the Parties or by alternately striking names until one (1) remains. An arbitrator unable to hear an expedited arbitration case within seven (7) calendar days shall be deemed unavailable and the next arbitrator in turn will be selected. The hearing shall be conducted as soon as possible. The arbitrator shall issue a decision to the representatives of each party 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 procedure. The Parties shall meet and select an arbitrator from the national or regional panel or by alternately striking names. The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcripts, no formal rules of evidence, and the arbitrator shall issue a decision to the representatives of each party 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.

**Section 15.** In the handling of grievances under this procedure 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 16.** Oral arguments shall conclude the arbitration hearing. Written briefs shall not be used in arbitration hearings unless specifically requested by either Party.

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

#### **ARTICLE 41 CONTROLLER PERFORMANCE**

**Section 1.** In the event of a difference in professional opinion between the employee and the supervisor, the employee shall comply with the instructions of the supervisor and the supervisor shall assume responsibility for his/her own decisions.

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

**Section 3.** For each incident in which emergency service assistance (not including practice or simulated assistance) is provided to a pilot of an aircraft, the information necessary to

complete FAA Form 7230-6 (11-73 or its successor) shall be forwarded to the Air Traffic Manager as soon as possible, but not later than two (2) working days after the date of the incident. Flight assists of an outstanding nature shall be so noted, including the name(s) of the specialist(s) “primarily responsible” for the assist, and forwarded to the regional office to determine whether further dissemination is appropriate. In addition, a copy of all flight assists shall be made available to the Facility Representative, upon request. Training based on minor deviations in procedures and/or phraseology which occurred during a flight assist shall not be considered remedial training.

#### **ARTICLE 42 IMMUNITY PROGRAM**

FAA Order 7210.56C, dated August 15, 2002, establishes 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 43 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 (OE/OD) is known or suspected. If the Employer determines that an operational error/deviation may have occurred and any unit employee is to be interviewed by the Investigator-In-Charge (IIC) or any agent of the Employer, 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 Employer 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 Employer 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 statement written prior to the final written statement shall be returned to the employee and shall not be maintained by the Employer.

**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 Employer.

**Section 4.** The determination that an employee has been identified as the primary cause of the operational error shall be made after consideration of the factors listed in FAA Order 7210.56C, dated August 15, 2002, paragraph 5-1-5, Investigation Process. When an employee is involved in an operational error/deviation, the Employer 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 7210.56C, dated August 15, 2002, 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, he/she may submit his/her 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 members and the Employer, 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, he/she may submit his/her 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 Employer 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 44 EMPLOYEE RECERTIFICATION**

**Section 1.** An employee who is operationally decertified for reasons other than an operational error/deviation and assigned to a training and/or recertification program in accordance with FAA Order 7210.56C, August 15, 2002, and FAA Order 3120.4J, July 30, 1998, will be given written notice within five (5) administrative workdays of the specific reasons for this action. An employee shall only be restricted from working those operational positions for which the decertification or restriction was imposed, unless the functions thereof can be demonstrated to affect those of other positions.

**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.

**Section 3.** When an employee is to be given remedial training, it shall be accomplished in accordance with Article 76 (Training and Career Development). If remedial training is the result of decertification, the employee will be notified in writing within five (5) calendar days of the decertification of the specific deficiencies and the skill level required for recertification on each position.

**Section 4.** If further action is necessary, performance deficiencies will be addressed in accordance with Article 47, Performance Appraisals, of this Agreement.

**Section 5.** If an employee is removed from operational duties due to an operational error/deviation the provisions of FAA Order 7210.56C, August 15, 2002, Return to Operational Duty, shall apply.

In the event the employee's first-line supervisor decides decertification after an OE/OD is not warranted, the controller shall receive an over-the-shoulder and, if successful, be returned to duty.

If an employee is decertified because of an operational error/deviation, a remedial training plan shall be developed by the employee's first-line supervisor in accordance with FAA Order 3120.4J, July 30, 1998, and this Agreement.

Remedial training, if applicable, shall normally begin within five (5) administrative workdays of the causal event. The employee's schedule shall not normally be changed from his/her regularly assigned shifts until such time as remedial training begins.

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

## **ARTICLE 45 FACILITY EVALUATIONS**

**Section 1.** When a full facility check evaluation is conducted at an AFSS facility, the Union at the local level may appoint one (1) bargaining unit member to serve on the evaluation team. The evaluation team leader may request one (1) additional Union appointed team leader. The Union-appointed team member(s) shall be on duty status and will function at the direction of the evaluation team leader.

**Section 2.** When a full facility check evaluation is conducted at a non-Automated Flight Service Station (FSS) facility with less than five (5) onboard FPLs, local level Union participation will be subject to operational requirements. When a local bargaining unit member cannot be released to serve on the evaluation team, the Parties agree to allow a Union representative from the Hub AFSS to participate. The Union-appointed team member shall be on official time, including travel time and will function at the direction of the evaluation team leader. Travel expenses will be the responsibility of the Union.

**Section 3.** The appointed Union representative may attend round table discussions and debriefings to facility management whenever the full team is assembled for the purpose of such discussions or briefings. The Parties recognize that participation in all team activities may involve working outside the normal duty hours and that Union participation is strictly voluntary. No overtime is authorized or will be paid for time spent serving as a member of the evaluation team.

**Section 4.** The local Union representative shall be given a copy of the final evaluation report at the time the report is given to the facility manager.

**ARTICLE 46**  
**PILOT WEATHER BRIEFING (PWB) EVALUATION RECORDING**

**Section 1.** Management personnel evaluating members of the bargaining unit by phone or in person shall, immediately after conducting the evaluation, state to the employee that he/she has been evaluated.

**Section 2.** Telephone and radio pilot weather briefing (PWB) evaluations administered by management personnel outside the facility shall be recorded. If the PWB evaluation is rated unsatisfactory, and if the employee requests, the employee involved shall be given a copy of the recording. The Parties recognize that any PWB evaluation from outside the facility that is not recorded, or those where no recording exists, will not be used as the basis for any action against the employee.

**ARTICLE 47**  
**PERFORMANCE APPRAISALS**

**Section 1.** Annual performance appraisals shall be made under the provisions of applicable laws, regulations, FAA directives, and this Agreement. A copy of the annual performance appraisal shall be given to the employee.

**Section 2.** Members of the unit shall be rated by their first-line supervisor. The first-line supervisor shall review and discuss the rating with the employee.

**Section 3.** FAA directives require the Agency to encourage employee participation in establishing performance standards. The Union may nominate bargaining unit employees to serve on any national committee established in accordance with Article 14 (Work Groups, Committees, Program, and Project Representatives).

**Section 4.** Performance standards established by the Employer shall be consistent with the position description for the

position. The employee may initiate a request for the supervisor to review the performance standards. If performance standards are adjusted at the national level during the rating period, performance under the standards must be used as the basis for any rating of record. The new performance standards must have been in effect for at least ninety (90) days at the time of the rating. Changes may be made in the performance plans during the last ninety (90) days of the appraisal period only when necessary; however, the employee cannot be rated on the changed plan until he/she has worked for at least ninety (90) days under the new plan. The supervisor shall justify in writing any changes made less than ninety (90) days before the end of the appraisal period. New performance standards become effective following approval by a higher official than the immediate supervisor.

**Section 5.** Annual performance appraisals shall be recorded on the forms provided by the Employer for that purpose.

**Section 6.** Performance standards established by the Employer shall be applied to individual employees in a fair and equitable manner. The employee's performance will be measured throughout the year against the written performance standards of his/her position. The supervisor should document all progress reviews other than brief performance related remarks, including agreements and/or disagreements. Documentation should adequately reflect the substance of the discussion. A copy of this documentation shall be given to the employee upon request. Frequent, informal progress reviews may be conducted at any time at the supervisor's discretion. Formal progress reviews are required under the following circumstances:

- a. Preferably at the midpoint or within thirty (30) days before or after the midpoint of each appraisal period;
- b. When an employee's performance becomes unsatisfactory under any performance standard; or

- c. Preferably ninety (90) days after a new supervisor/employee relationship is established.

All progress reviews, whether required or discretionary, should be open exchanges regarding performance standards. The rating official and the employee should be able to “fine tune” the meaning of the written performance standards jointly. The supervisor should schedule the meetings in advance on a regular cycle. Periodic progress reviews should not be viewed as punishment or reward in themselves, which result from one (1) particularly good or bad instance of performance, but as a normal way for the supervisor and employee to formally or informally communicate on the employee’s progress toward goals and accomplishments.

**Section 7.** Bargaining unit employees shall not be required to sign any document during any performance appraisal process. The employee may make comments in the Remarks section or attach them on a separate page.

**Section 8.** At any point during the rating period that the first-line supervisor believes an employee’s performance may result in an unacceptable rating (Fails to Meet Expectations), the supervisor shall identify the standards for which performance is unacceptable and will meet with the employee to discuss the matter. Normally such performance discussions shall be conducted on a one-to-one basis between an employee and the rating official. If more than one (1) management official is present, the Employer may allow a Union representative to be present at the employee’s request. If the employee asks that a representative be given his/her performance related documents for review, the supervisor shall give the representative all the documents which relate to the employee’s performance that is in question. The supervisor will write an Opportunity to Demonstrate Performance (ODP) plan which will identify what the employee must do to improve his/her performance to be retained in the job and what the Employer will

do to assist the employee. The supervisor has the final authority to write the plan, but will consider ideas proposed by the employee or representative.

**Section 9.** When an appraisal of supervisory potential is used as part of the Merit Promotion Program, employees shall be allowed to review the form containing the appraisal of their supervisory potential and the supervisor shall discuss the appraisal with the employee. These discussions shall be held with the employee at the time such appraisal of supervisory potential is completed or revised.

**Section 10.** Employees shall be rated only on those performance standards for which they were provided an opportunity to demonstrate performance. In those instances where an employee is not provided an opportunity to demonstrate performance in a specific performance standard, he/she shall not be rated on that element nor shall that performance standard be a factor when the employee is being considered for a rating.

**Section 11.** Use of authorized official time and approved absences for labor relations activities shall not be an evaluative factor in employee performance appraisals.

**Section 12.** The appraisals made pursuant to this Article shall not be required to conform to any pre-established distributions of expected levels of performance that interfere with appraisal of actual performance against outcomes.

**Section 13.** When assessing the employee's performance to determine whether it is deserving of special recognition, the Employer shall consider the employee's performance outside his/her current position description.

**Section 14.** Data accumulated from electronic Management Information Systems (e.g., TMIS, EMIS, etc.) will not be solely relied upon to evaluate an employee's performance.

**Section 15.** Waivers to the time constraints under this Article may be granted by mutual agreement of the Parties.

**Section 16.** Upon implementation of the FAA Performance Management System (PMS), in accordance with the NAATS/FAA Memorandum of Understanding dated November 1, 2002, the Parties shall mutually agree on which sections of this Article will no longer apply. Those sections amended through mutual agreement shall be published as an addendum to this Agreement.

#### **ARTICLE 48 PERFORMANCE/INCENTIVE AWARDS**

**Section 1.** The Parties agree that performance awards are based entirely upon job performance and shall be used exclusively for rewarding employees who attain high levels of performance of assigned duties, including OJT duties. This program shall not be used to discriminate against employees or to effect favoritism. Performance awards shall be administered in accordance with applicable laws, regulations, and FAA directives.

**Section 2.** The Parties agree that incentive awards (cash or honorary) are used for rewarding employees for contributions resulting in benefits or savings to the Government. This program shall not be used to discriminate against employees or to effect favoritism. Incentive awards shall be administered in accordance with applicable laws, regulations, and FAA directives. The Employer shall notify the appropriate Union representative when an employee receives one of these awards.

**Section 3.** Prior to making changes in the FAA recognition and awards program affecting employees covered by this agreement, the Employer shall notify the union. If the Union requests, the Parties shall meet and negotiate to the full extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

**Section 4.** The Employer at the regional level shall, on an annual basis, provide the Union at the regional level with a region wide

statistical analysis of all performance awards under the Performance Planning and Recognition System (PPRS) system for all air traffic facilities within that region.

**Section 5.** The Parties agree that the use of time off 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. Time off awards shall be administered in accordance with applicable laws, regulations, and FAA directives.

**Section 6.** It is the Employer's policy to not use Additional Outcomes solely for making performance award determinations.

#### **ARTICLE 49 CONTROLLER-IN-CHARGE (CIC) DUTIES**

**Section 1.** The Controller-in-Charge is intended to provide watch supervision for the continuous operation of a facility or area where a supervisor is not available. Assignments of bargaining unit employees to CIC duties are used when necessary to supplement the supervisory staff.

**Section 2.** When assigned CIC duties, a bargaining unit employee shall be given sufficient authority to fulfill the responsibilities of the assignment including the authority necessary to approve/disapprove sick/annual leave requests. General guidance and/or goals for the shift may be conveyed in facility directives and/or during the shift/area position briefing.

**Section 3.** Prior to being designated as a CIC, an employee shall have been facility rated for at least six (6) months and shall be operationally current. A Union representative shall be a member of the panel designated by the Employer to recommend CIC candidates. The panel shall forward its recommendations to the Employer or his/her designee for selection. The Employer retains the right to select Controllers-in-Charge.

**Section 4.** Employees who are not selected to be a CIC, upon request, shall be advised of the reasons for non-selection. When applicable, specific areas the employee needs to improve to be considered for the CIC position shall be identified.

**Section 5.** At facilities where CIC duties are performed, bargaining unit employees shall complete a CIC training course prior to assignment of such duties.

**Section 6.** Each facility shall maintain a roster of bargaining unit employees qualified to perform CIC duties. When CIC duties are to be performed, assignment shall be made from the roster on an equitable basis.

**Section 7.** When other qualified bargaining unit members are available, Union representatives shall not be required to perform CIC duties.

**Section 8.** The Parties agree that CIC duties will be added to the AFSS and FSS performance standards as a Critical Outcome. Bargaining unit employees will receive CIC premium pay only when assigned to CIC duties at operational AFSS's or FSS's. Only one (1) CIC will be signed on at any given time in an operational facility. CIC premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of basic pay, times the number of hours and portions of hours during which the employee is assigned CIC duties. This premium pay is in addition to any other premium pay granted for overtime, night, or Sunday work and in addition to hazard pay differential.

## **ARTICLE 50 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. 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 40 (Grievance Procedure).

**Section 4.** The Employer retains the right to assign work; however, other duties assigned by the Employer shall normally have a reasonable relationship to the employee's official position description. A reasonable relationship does exist for such things as 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 members shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 (Mid-Term Negotiations).

## **ARTICLE 51 OFFICIAL 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 Employer 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/EPF. Copies of materials in other FAA files may be obtained in accordance with Section 11 of this Article.

**Section 2.** There shall be maintained only one OPF/EPF for each employee in the bargaining unit. The OPF/EPF shall be located in the appropriate Human Resource Management Division. The employee and his/her designated representative is entitled to review his/her OPF/EPF, Medical, Security, Training folder, or DOT/FAA file in the presence of a management official, provided access to that information is in accordance with the applicable provisions of the Privacy Act and other applicable laws, rules, and regulations.

**Section 3.** Upon an employee's written request, his/her OPF/EPF, Medical, Security, Training folder, or other DOT/FAA file and its contents, or a true and certified copy thereof, shall be forwarded to his/her facility, except for material restricted by law, rule, or regulation. 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.** 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 the Employee Record Card, SF-7B card.

**Section 5.** Access to an employee's OPF/EPF, Medical, and Security files 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 facility except for personnel who routinely maintain the files. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of a Management official.

**Section 6.** An employee, pursuant to OPM regulations, may request that a record maintained by the Employer be corrected or amended if he/she believes the information is incorrect. The Employer 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 Employer will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

**Section 7.** In accordance with 5 USC 552a, any disclosure of an employee's record containing information about which the

individual has filed a statement of disagreement, the Employer shall clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Employer's reasons for not making the amendments.

**Section 8.** Use of the Employee Record Card, SF-7B card, shall be optional at each facility. Employees shall be notified in writing, normally within five (5) calendar days after any notation on his/her SF- 7B for which the employee would not otherwise receive documentation. Employees shall, upon request, be provided access to the SF- 7B card consistent with applicable law and regulations. The provisions of Section 7 regarding corrections or amendments are also applicable to the Employee Record Card.

**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 records, notes, or diaries:

- a. Are not subject to the provisions of the Privacy Act so long as the following conditions are met:
  - (1) They are kept and maintained for the supervisor's personal use only.
  - (2) They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.
  - (3) They are not under the control of the FAA in any way or required to be kept by the FAA.
  - (4) They are kept or destroyed solely as the supervisor sees fit.
- b. Are not to be regarded by the supervisor as a "secret black book" to use against employees (i.e., notes should include

the praiseworthy acts of employees as well as problems). They are to be current and pertinent to help focus on meaningful issues when counseling, evaluating performance, assisting in career development, and similar day-to-day responsibilities.

- c. Shall not be used as a basis to support the following:
- (1) a performance evaluation of less than fully successful;
  - (2) the denial of a career ladder promotion;
  - (3) the denial of a within-grade increase;
  - (4) disciplinary or adverse actions;

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed fifteen (15) days, after it has been determined that the information will be used for such purpose, and within a sufficient amount of time before it is used. If an employee is shown a note, record, or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

**Section 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 to prepare an itemized listing and/or copy, in the presence of a Management official, of any/all of the OPF/EPF, SF-7B card, Medical, Security, Training folder, or other DOT/FAA file, with the exception of records restricted by law or regulation.

**ARTICLE 52  
APPLICABLE REGULATIONS**

**Section 1.** All applicable rules and regulations shall be made available for use by unit employees.

**Section 2.** If, during a discussion with or in a written communication to a NAATS representative, the Employer cites a rule, regulation, or order which has not already been provided under Article 53 (Employer Publications), the pertinent rule, regulation or order will be made available upon request.

**Section 3.** If the applicable rules and regulations cannot be made available within five (5) working days, any time limits affecting the employee's right to reply in a disciplinary proceeding or to proceed in a grievance shall be automatically extended five (5) working days after the applicable provisions have been made available.

**ARTICLE 53  
EMPLOYER PUBLICATIONS**

**Section 1.** The national and regional offices of the Union shall be provided a copy of all FAA flight service operational and administrative orders and notices, and all FAA orders and notices which relate to personnel policies, practices, and working conditions of employees in the bargaining unit. The national office of the Union shall be placed on the Washington distribution lists for all such orders and notices. This data shall normally be provided via compact disk or other mutually agreeable electronic technology. Upon request, the Employer shall provide the union, at the national or regional level, a hard copy of any of the above referenced material.

**Section 2.** In each FAA region, the Union's Regional Director shall be provided with a copy of any of that region's flight service operational and administrative orders and notices, and all of that

region's orders and notices which relate to personnel policies, practices, and working conditions of employees in the bargaining unit. The Union's Regional Director shall be placed on that region's distribution list for future issuance of such orders and notices. Upon request, the Regional Director shall also be provided with copies of that Region's facility orders, notices, and directives. This data shall be provided via compact disk or other mutually agreeable electronic technology, if available.

**Section 3.** Upon request, each Hub Representative shall be provided with copies of all hub orders.

**Section 4.** The Facility Representative shall be provided with a copy of all facility written policies, orders, notices and directives. The Facility Representative shall be allowed to make a copy of any item placed in the R&I Binder.

**Section 5.** Upon request, the Flight Services Handbook and the National Notice to Airmen (NOTAM) System Handbook and all subsequent changes will be provided to each employee.

## **ARTICLE 54 WAGES**

**Section 1.** Employees shall be paid in accordance with applicable negotiated agreements, laws, rules, FAA/DOT regulations, and Government-wide regulations.

**Section 2.** The provisions of Section 1 apply to, but are not limited to, the following: basic rate of pay, overtime pay, night differential pay, Sunday premium pay, holiday pay, cost of living allowances (COLAs), remote site pay, and any and all other FAA/DOT initiated pay projects, if determined applicable to the Flight Service option.

## **ARTICLE 55 COMPENSATION**

**Section 1.** With the exception of statutory salary increases authorized under the Federal Employees Pay Comparability Act (FEPCA) of 1990, when an employee becomes entitled to two (2) pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit.

**Section 2.** NAATS bargaining unit members are entitled to true time and one half overtime for all hours worked beyond their scheduled work day/work week in accordance with Article 56 (Overtime).

**Section 3.** NAATS bargaining unit members are entitled to true “double time” compensation for all holidays or days in lieu of holidays worked, in accordance with Article 27 (Holidays).

## **ARTICLE 56 OVERTIME**

**Section 1.** The Air Traffic Manager shall maintain a roster(s) of qualified bargaining unit employees who have indicated a desire to work overtime and/or credit hours.

Prior to assigning overtime work, the Employer shall offer employees on the credit hour roster the opportunity to work credit hours, on an equitable basis.

When Management determines a need for bargaining unit employees to perform overtime work, it shall first be made available to employees on the overtime roster, on an equitable basis. In the event no employees on the roster are available, Management may require other unit employees to work the overtime. The roster provided for in this Section shall be available to facility employees.

**Section 2.** 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 shall work the overtime. An employee may be relieved of an overtime assignment when:

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

**Section 3.** Annual and or sick leave may be granted to any employee regardless of whether or not overtime work is being performed at the time.

**Section 4.** Normally, previously scheduled overtime shall not be canceled without seven (7) days notice. However, if an employee cancels or returns from annual or sick leave, any overtime scheduled to cover that employee's absence may be canceled without regard to the seven (7) days notice requirement.

**Section 5.** When an employee is assigned overtime work or credit hours under Section 1 above on his/her regularly scheduled day off, the employee is guaranteed a minimum period of eight (8) hours of work.

**Section 6.** When an employee is called in before or held over past his/her regularly assigned shift under Section 1 above, the employee is guaranteed two (2) hours of work. Employees shall not normally be assigned more than two (2) additional hours beyond their regularly assigned shift.

**Section 7.** Employees shall receive base pay plus one-half (1/2) of their regular rate for all overtime work. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

**Section 8.** 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, authorized leave, compensatory time used, and credit hours used are considered hours of work.

**Section 9.** The Parties recognize the Employer has determined FG-2152 NAATS bargaining unit members at flight service stations are non-exempt employees for FLSA purposes. Non-exempt employees shall receive base pay plus one-half (1/2) of their regular rate for all FLSA overtime work.

**Section 10.** Except as otherwise provided in Sections 10a and 10b below, compensatory time off may not be substituted for overtime pay for regularly scheduled overtime work.

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

**Section 11.** If an employee has any entitlement to overtime pay under FLSA at the end of a work week, the Employer cannot require the employee to take compensatory time instead of overtime pay.

**ARTICLE 57  
HAZARDOUS DUTY PAY**

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

**ARTICLE 58  
NATIONAL PAY PROCEDURES**

**Section 1.** The Employer shall designate a nationwide 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.** Earnings and leave statements shall be received by employees no later than the second Tuesday after the close of the pay period.

**Section 3.** If an employee does not receive his/her salary check/electronic deposit on the regular delivery date, he/she may contact his/her supervisor/designated Management official who shall assist him/her in tracing the check or obtaining a substitute payment.

**Section 4.** Calls concerning employee lost salary checks/electronic deposits will be given top priority attention the payroll office. Employees will be informed as soon as possible of the status of the search or issuance of a replacement payment.

**Section 5.** Such replacement payments will be issued to employees as expeditiously as practicable.

**Section 6.** The Employer shall issue W-2 forms and wage and tax statements no later than January 31 of each year.

**ARTICLE 59  
FARE SUBSIDIES**

**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 Employer can subsidize an employee's cost of commuting to and from work.

**Section 2.** Fare subsidies shall be provided in conjunction with programs established by state and/or local governments as provided for in DOT Order 1750.1 and any subsequent changes to that order. The monthly benefit shall not exceed the amount established in these orders or the local monthly cost of public mass transportation, whichever is less.

**Section 3.** Employees using public mass transportation are eligible to participate in fare subsidies. Only employees who are not named on a work-site motor vehicle parking permit with DOT or any federal agency, and who commute via public mass transportation, may participate in this program.

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

**Section 5.** Employees shall have the option of receiving any subsidies due under this Article at their facility.

## **ARTICLE 60 RETIREMENT AND BENEFITS ADMINISTRATION**

**Section 1.** The Employer recognizes its obligation to fully inform (to the best of its ability) 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 Employer 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 Employer 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 Employer shall promptly dispatch a knowledgeable representative to the home of the deceased employee's primary beneficiary. This representative shall be the contact point until all applicable benefits are settled. 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.

**Section 4.** The Employer 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 (1) 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 Employer shall authorize, on a one (1) 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 Employer 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 Employer. 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 Employer 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 Employer 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 (Mid-Term Negotiations).

**Section 9.** In the event it is determined that an employee is permanently disqualified for air traffic control duties, the Employer 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.** NAATS bargaining unit members are entitled to retire in accordance with P.L. 99-335, effective January 1, 1987.

**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 Employer 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 Employer facility, the Employer should request participating vendors to be available so as to allow maximum employee participation on duty time. Additionally, the Employer 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 61 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.** The amount of severance pay shall be one (1) week's salary for each year of the first ten (10) years of service and two (2) week's salary for each year of service after ten (10) years.

**Section 3.** Upon separation, the Employer shall pay the employee severance pay at bi-weekly intervals in an amount equal to his/her basic salary.

## **ARTICLE 62 PROMOTIONS**

**Section 1.** Promotion plan announcements for bargaining unit positions shall be open for at least twenty-one (21) days. All bids must be received within twenty-eight (28) days from the date of the promotion plan announcements. At each facility, a specific place shall be provided for display of all bid announcements received at the facility.

**Section 2.** The minimum area of consideration for all bargaining unit vacancy announcements shall be region-wide, except positions at the FAA Command Center for FSS Option vacancies, which will be advertised nation-wide. When the Employer determines that the minimum area of consideration is inadequate for a particular vacancy, the area of consideration shall be expanded.

**Section 3.** Selection and notification of the selectee shall normally be made within forty-five (45) days of the closing of the bid.

**Section 4.** Employees selected under the provisions of a Merit Promotion Program will be released from their current positions no later than the beginning of the fourth full pay period after the losing organization is notified of their selection, unless otherwise requested by the employee.

**Section 5.** Upon request, the following information shall be made available to the employee:

- a. Whether the employee was considered for promotion 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 promotion list;
- c. Any record of production or formal or informal supervisory appraisal of past performance used in considering the employee for promotion;
- d. Who was selected for promotion; and
- e. In what areas, if any, the employee should improve to increase his/her chances for future promotion.

**Section 6.** A method shall be provided for notifying and handling bids for employees on leave or otherwise absent from the facility.

**Section 7.** All applications for promotion shall be receipted for by the appropriate official, and a copy of the receipt mailed to the bidder.

**Section 8.** Employees desiring consideration for promotion to a specific position at a specific facility in another employment jurisdiction may make a voluntary application for promotion by submitting FAA Form 3330.42, "Request for Promotion

Consideration and Acknowledgement”; FAA Form 3330.43, “Rating of Air Traffic Experience”; a copy of his/her most recent appraisal record; and, at his/her option, SF-171, or OF-612, “Personal Qualifications Statement” to the Human Resource Management Division having jurisdiction over the position. Voluntary applications for promotion will be equitably considered on vacancy announcements from personnel outside the area of consideration.

**Section 9.** Voluntary applications under Section 8 of this Article will remain active for a period of fifteen (15) months from the end of the appraisal period covered by the appraisal record. After fifteen (15) months, the application shall be returned to the employee unless it has been updated. The front of each application must be clearly marked by the employee “Filed under Article 62, Section 8, NAATS/FAA Agreement for position at (specify facility).”

**Section 10.** Employees selected for promotion shall normally be given two (2) months advance notice of reporting date to permit proper disposition of home and other business matters. Additional time may be granted at the request of the employee. Careful consideration will also be given to the employee’s personal needs when determining a release date.

**Section 11.** Promotions shall be made in accordance with applicable laws, regulations, and FAA directives.

**Section 12.** The employer agrees to consider the use of Merit Promotion Plan (MPP) when filling vacancies at AFSS’s. The Employer, at the regional level, agrees to notify, upon request, the Union Regional Director prior to filling higher-grade positions from outside the bargaining unit.

**Section 13.** In the event a former FPL bargaining unit employee is unsuccessful in attaining FPL status in a facility to which transferred, the Employer agrees that the employee shall be

afforded the opportunity to return to a facility of equal level as the one (1) from which he/she was promoted. The Employer agrees to pay the moving expenses of the employee on a one-time basis, provided:

- a. The Employer desires to retain the employee.
- b. A position and change of station funds are available within the region for such moves. Authorization of permanent Change of Station (PCS) funds for other types of moves takes precedent over funding under this Section.
- c. The employee is relocating to a facility to which it is primarily in the best interest of the Agency to reassign the employee.

**Section 14.** All qualification requirements shall be posted on the vacancy announcements at the time the announcement is made.

**Section 15.** If the Employer decides to interview any employee for a vacancy, the interview process will be administered in accordance with existing laws, regulations, and FAA directives.

## **ARTICLE 63 DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** When it is known that a higher-grade position will be vacant for a period of fifteen (15) days or more and a bargaining unit employee is, or has been, assigned to fill the position, that employee shall be given an immediate temporary promotion. Temporary promotions shall be effected in accordance with the regulations governing such promotions.

**Section 2.** Assignments to duties normally performed by higher-grade levels shall never be considered as upgrade training for the purpose of avoiding payment at the higher rate.

**Section 3.** Credit for any duties performed at higher-grade levels shall be made a part of the permanent record of the employee.

**Section 4.** Nothing in the Article is intended to preclude an employee from being temporarily promoted two (2) grades provided that employee meets all statutory requirements and regulations for such promotions.

**Section 5.** The word “immediate” as used in this Article means as soon as the administrative requirements can be met and the necessary paperwork is effected.

**Section 6.** All temporary promotions will be by SF- 50, “Notification of Personnel Action.” Employees temporarily promoted for more than fifteen (15) calendar days shall, upon request, be provided a copy of the position description or performance standards. Temporary promotions will not exceed one hundred twenty (120) days unless promotions are made through the Merit Promotion Program (MPP).

**Section 7.** When the Employer decides to use bargaining unit employees for details within grade, volunteers shall be solicited.

**Section 8.** The Employer recognizes the potential impact of placing Union officials on special assignments or details. The Parties at the regional level shall develop a procedure for notifying the regional director when any facility representative is detailed or temporarily promoted outside of the bargaining unit.

**Section 9.** Prior to detailing national or regional officers of the Union, the Employer shall notify the Union’s national office of the detail. Notification may prompt negotiations on the impact on the bargaining unit.

**Section 10.** The Parties recognize the impact on the Union when dues withholding is terminated from bargaining unit employees on details. Management agrees to provide the Union assistance in this area by taking the following actions as appropriate:

- a. When a bargaining unit employee is detailed/temporarily promoted outside of the unit, the employee will be notified that his/her detail is outside of the bargaining unit and be provided a blank SF- 1187 for reapplication for dues withholding. The Union agrees to provide management a supply of SF-1187s for this purpose.
- b. The Facility Representative will be advised by facility management in writing that the bargaining unit employee has been detailed outside of the bargaining unit and the duration of the detail.

#### **ARTICLE 64 PRIORITY CONSIDERATION**

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 65 SPECIAL EVENTS AND MUTUAL REASSIGNMENTS**

**Section 1.** The Parties agree to negotiate at the appropriate level (facility or region) concerning the impact and implementation of detailing bargaining unit employees to work at scheduled special events, such as annual air shows and sporting events.

**Section 2.** The Employer may approve mutual reassignments of employees of equal grade and qualifications, provided both performance ratings are at least fully successful. Such mutual reassignments are subject to the approval of both facility managers. Factors, which may preclude mutual reassignments, include staffing and FPL levels at the employees' facilities and

each employee receiving medical and security clearances from the gaining regions. Meeting these requirements does not imply approval of the request. The Employer reserves the right to approve or disapprove any request at its discretion. These reassignments will be at the employees' expense.

## **ARTICLE 66 TEMPORARY ASSIGNMENTS**

**Section 1.** Prior to temporary assignment away from the facility, volunteer bids shall be solicited. Temporary assignments shall be made on an equitable basis.

**Section 2.** In the event of staffing emergencies determined by the Air Traffic Division Manager an employee may be temporarily assigned consistent with applicable law and regulations.

**Section 3.** The Employer agrees to provide information as available to employees in locating suitable lodging at reduced rates prior to extended temporary duty assignments.

**Section 4.** Employees shall not be required to travel in a non-duty status.

**Section 5.** Travel and per diem for employees on temporary assignments shall be paid in accordance with the FAA Travel Policy, applicable directives, and this Agreement.

**Section 6.** The Employer will provide pertinent information regarding travel and transportation entitlements available to the employee in connection with an extended temporary assignment or permanent change of station. The Employer shall assist the employee in the completion of forms and obtaining the answers to any questions the employee has pertaining to the assignment and/or entitlements.

**Section 7.** Annually, the Employer shall provide the Union, at the national level, with a report of all PCS moves, within the AAT

organization, for the preceding fiscal year. This report shall contain, the date of each move, the losing and gaining facility, and the position filled.

**Section 8.** Except for emergencies, bargaining unit employees shall receive at least three (3) weeks advance notification for any duty assignments away from his/her permanent duty station.

## **ARTICLE 67 PART-TIME EMPLOYMENT**

**Section 1.** Part time career or seasonal employment and job sharing opportunities can help employees balance personal needs with their professional responsibilities. It is the intent of the Employer to make part-time career employment opportunities available, consistent with the Employer's resource and operational requirements, for employees who are full performance level controllers in their current facility. Denials of requests for part-time employment will be discussed with the employees, and they will be provided specific written reasons for denials.

While the Union recognizes the statutory rights of the Employer with respect to the establishment of permanent part time or seasonal positions, such positions have not previously existed. Should the Agency make the determination to establish part time or seasonal positions as a condition of employment, the Agency shall notify the union and negotiate to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

**Section 2.** Except as provided in Section 3 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;
- b. the tour of duty for a part-time employee on an AWS may be set on the basis of thirty-two (32) to sixty-four (64) hours

per pay period and must include at least one (1) hour in each workweek;

- c. A seasonal employee is one who is employed less than twelve (12) consecutive months;
- d. A seasonal employee may work part-time hours as defined in this section or may work full-time hours and schedules;
- e. a part-time/seasonal employee's tour of duty will be documented on an SF-50, Notification of Personnel Action.

**Section 3.** 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 is not permitted for more than four (4) consecutive pay periods. This does not preclude changing the employee's work schedule from part-time to full-time on either a temporary or permanent basis in the event of unexpected increases in workload.

**Section 4.** The Employer will not abolish any position occupied by an employee in order to make the duties of such a position available to be performed on a part-time career employment basis. This Section does not preclude the Employer from permitting a full-time employee from voluntarily changing to a part-time work schedule.

**Section 5.** Any person who is employed on a full-time basis shall not be required to accept part-time or seasonal employment as a condition of continued employment.

**Section 6.** 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, within-grade increases, leave accrual rate and time-in-grade restrictions on advancement.

**Section 7.** A part-time or seasonal employee shall accrue leave for each year of service in accordance with Article 28 (Annual

Leave) and Article 29 (Sick Leave) on a pro-rated basis. One Familiarization Flight may be taken for every three hundred twenty (320) hours worked.

**Section 8.** If a holiday falls on a day part-time employees are scheduled to work and the employees do not work, they are paid at their basic rates of pay for the numbers of hours scheduled for that day. Conversely, if a holiday falls on a day part-time employees are not scheduled to work, the employees are not entitled to compensation. If the employees work during their scheduled hours on a holiday, they are entitled to holiday premium pay for those hours scheduled.

**Section 9.** Before an employee is assigned to a part-time or seasonal position, the Employer will brief the employee on the impact of this assignment on the following: retirement, reduction-in-force, health and life insurance, promotion, and pay.

**Section 10.** Placement of part-time or seasonal employees in the watch schedule rotation pattern will be negotiated between the facility manager and the local Union representative and shall not adversely impact the normal work schedule rotation pattern of full-time employees.

**Section 11.** Payment of overtime for part-time employees is authorized when the hours of work exceed forty (40) hours per work week, or eight (8) hours per day unless an AWS provides otherwise.

**Section 12.** Part-time or seasonal employees shall be paid appropriate premium pay and differentials for hours worked.

**Section 13.** In administering any personnel ceiling applicable to the Agency, an employee employed on a part-time career or seasonal employment basis shall be counted as a fraction which is determined by dividing forty (40) hours into the average number of hours of such employee's regularly scheduled work week.

**ARTICLE 68**  
**DISABLED VETERANS AFFIRMATIVE ACTION PROGRAM**

**Section 1.** The Employer 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 Employer agrees to comply with the Department of Transportation's Disabled Veterans Affirmative Action Program as required by 38 USC, Chapter 42.

**ARTICLE 69**  
**ACCOMMODATION OF DISABLED EMPLOYEES**

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

**Section 2.** A disabled employee will receive priority consideration, at his/her request, to any facility within his/her region with an existing vacancy at which the employee's disability does not preclude him/her from performing the duties of an air traffic controller.

**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 70**  
**ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES**

**Section 1.** At his/her request, an employee who is temporarily medically or physically unable to perform operational duties shall be assigned other appropriate facility duties, to the extent such

duties are available. If such duties are not available, the Employer may offer assignment of work at other air traffic facilities within the commuting area, to the extent such duties are available.

**Section 2.** An employee absent from duty because of illness and awaiting a determination on his/her physical fitness to return to operational duties may submit a written request for temporary assignment, not to exceed twelve (12) months to other duties commensurate with the disability and the employee's qualifications. The facility Management shall make a reasonable attempt to provide the employee any appropriate assignment.

**Section 3.** Such employees shall continue to be considered for promotional opportunities for which they are otherwise qualified.

**Section 4.** Employees assigned duties under the provision of this Article shall continue to be considered as bargaining unit employees and shall be entitled to all provisions of this Agreement and those provided by law and regulation.

**Section 5.** At his/her request, an employee who is temporarily prohibited from performing operational duties because of medications restricted by the Employer may be assigned other duties in accordance with Section 1 of this Article.

**Section 6.** 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 7.** When work is not available under Sections 1, 2, or 5 of this Article, sick leave shall be taken. At the employee's option, annual leave, LWOP, credit hours, or compensatory time may be substituted for sick leave.

**Section 8.** The provisions of this Article apply to employees who are placed in a restricted or incapacitated status as defined in FAA Order 3930.3A.

**ARTICLE 71**  
**RETURN RIGHTS FROM OVERSEAS LOCATIONS**

**Section 1.** To the extent that the Employer 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 Employer will notify the Union in advance and provide the opportunity to negotiate the changes to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations). 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 Employer shall provide the rights and benefits provided by law to all eligible employees on employment agreements under this Article.

**Section 4.** Operational requirements permitting, 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.** To the maximum extent permissible under Public Law 83-737, as amended by Public Laws 97-253 and 97-346, and applicable Government-wide regulations, 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 or 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 indicating 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 limited conditions as specified by law (Public Law 97-253 dated 9/8/82 and Public Law 97-346 dated 10/15/82) and Agency-wide directives. 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" to which employees in Alaska and Hawaii are not entitled.)

**Section 6.** An employee exercising return rights shall be given a list of all existing Air Traffic vacancies, which are to be filled in his/her parent organization 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.** Operational requirements permitting, 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 Employer that he/she shall, or shall not, return, not less than one hundred fifty (150) calendar days nor more than one hundred eighty (180) calendar days before that tour expires.

**Section 10.** The employer 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 Employer shall contact the employee to receive employee input on a release date prior to determining that release date. Careful consideration will be given to the employee's personal needs in determining a release date under this program.

## **ARTICLE 72 BARGAINING UNIT PLACEMENT PROGRAM (BUPP)**

**Section 1.** The provisions of this Article shall remain in effect until all personnel placements associated with the FAA/NATCA Direct Placement Program (DPP) have been completed and the parent MOU, dated 5/4/94, is canceled or expires.

### **Section 2. NATCA Unit/Staff Placement.**

- a. This Section applies to the placement of any NATCA unit member, through the DPP, into the NAATS bargaining unit. The Employer agrees to notify NAATS, at the national level, within ten (10) days of any proposed placements into the NAATS bargaining unit.

- b. The Parties further agree to allow two (2) IPP moves for every placement of a NATCA bargaining unit member into the FSS option. The NAATS President shall identify these bargaining unit employees for relocation. Employees must have at least an Acceptable rating. Release dates shall be negotiated by the Parties at the regional level and shall not exceed six (6) months from the time of the bargaining unit member identification by the NAATS President.
- c. The designated bargaining unit members must be identified within one hundred twenty (120) days of the NATCA bargaining unit members entering the NAATS bargaining unit. This timeframe shall begin with the notification to the NAATS President of the NATCA/staff placement(s). The Parties agree that IPP moves may, on a case by case basis, qualify for PCS.

### **ARTICLE 73 FACILITY OF PREFERENCE**

**Section 1.** Any employee who has completed ten (10) years as an FPL shall be given first consideration for transfer from one facility to another facility. Once a candidate has requested and been considered for selection under this program, he/she will be notified of the outcome of that consideration. Selection under this Article may be exercised at the option of the employee on a one-time basis.

The Parties recognize that selections under this Article are primarily in the best interest of the employee and are made at the discretion of the Employer.

**Section 2.** The employee shall submit to his/her Regional Air Traffic Division Manager a list of facilities to which he/she desires to transfer. The Regional Air Traffic Division Manager will forward the Facility of Preference documents to the identified facilities. Facility of Preference documents shall be logged in and

date stamped at the receiving facility and considered on a first come basis. The employee shall be given first consideration for all desired transfers at any of those facilities for which he/she is qualified, subject to the staffing requirements of his/her current facility, the needs of the target facility, and a recommendation from the employee's current facility manager. Release dates shall be as soon as practicable after the selection is made.

**Section 3.** Applications shall be completed in accordance with the Agency's Internal Placement Procedures. The front of each application must be clearly marked by the employee: "Filed under Article 73 of the NAATS/FAA Agreement for a position at (specify facility identifier)."

**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's Facility of Preference documents will be returned to the employee. Any employee not selected under the first consideration program, within the twenty-four (24) month period, may reapply.

**Section 5.** The provisions of this Article shall not apply for positions of higher grade.

## **ARTICLE 74 OFFICIAL TRAVEL AND RELOCATION**

**Section 1.** NAATS bargaining unit employees are covered by the FAA Travel Policy as amended January 9, 2003 (Amendment 20).

**Section 2.** In order to ensure that employees are protected from adverse impact caused by their use of the Government issued credit 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. Employees will not be reported to any commercial credit bureaus unless through the fault of the employee the charge card account remains delinquent beyond one hundred twenty (120) days.
- d. No credit check will be performed on any employee.

**Section 3.** The Employer shall timely process all employee travel vouchers to ensure that employees are promptly reimbursed for all allowable travel-related expenses.

**Section 4.** If the Employer 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 5.** 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 6.** If an employee's charge card privileges have been terminated because of misuse or delinquency, the employee shall be provided a ticket for transportation if one is required.

**Section 7.** Anything contained in the FAA Travel Policy which differs from the previous travel regulations/practices which adversely impact the Alaskan Regions rotational staffing program will be negotiated by the Union and the Employer at the regional level as an Addendum to this Agreement.

**Section 8.** To the maximum extent possible, the Agency shall schedule en route travel during the employee's regularly

scheduled tour of duty. However, it is recognized that in rare instances no amount of planning or scheduling will prevent employees being required to travel outside their scheduled tour of duty. The employee shall be compensated with travel time credit hours earned for the time spent traveling between duty locations. Employees will make every effort to use their travel credit hours at the earliest opportunity, consistent with operational needs. Unused travel time credit hours are not convertible to pay. Employees may accrue and carry over travel time credit hours into any pay period, without limitation.

**Section 9.** 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. Any employee performing such an assignment shall be authorized, at the election of the employee, three (3) round trips to his/her home for each year of the detail.

**Section 10.** At the request of the employee, the employer shall provide a briefing to inform the employee of what expenses will be reimbursable and of his/her rights and responsibilities under the FAATP and this Agreement.

## **ARTICLE 75 ON-THE-JOB TRAINING (OJT)**

**Section 1.** The Parties recognize the importance of on-the-job training (OJT) in providing quality training. Accordingly, the Employer recognizes the importance of having OJT instructors (OJTI) current and competent in the instructing assignment conducted. The Employer has determined that only air traffic control specialists who have completed the approved OJTI training in accordance with Agency directives shall provide those services.

**Section 2.** The employer shall encourage OJTIs to continually strive to improve their skills. The employer may provide additional training to meet these goals.

**Section 3.** Volunteers shall be solicited and referred to the OJTI selection panel. Management shall, upon request, include the Facility Representative or his/her designee on the OJTI selection panel. The Employer shall make OJTI instructing assignments on a rotating and equitable basis based on the panel's recommendations. In the absence of volunteers, the Employer shall make OJTI instructing assignments on a rotating and equitable basis from among the qualified air traffic control specialists. The Employer retains the right to select OJTIs.

**Section 4.** An OJTI instructing assignment shall not be considered upgrade training.

**Section 5.** The Employer shall consider the employee's performance in providing on-the-job training when assessing an employee's performance to determine whether he/she is deserving of special recognition for an award.

**Section 6.** The Parties recognize that evaluation of employees is a Management function. Members of the bargaining unit shall not be required to evaluate other members of the bargaining unit when other qualified personnel are available.

**Section 7.** When other qualified employees are available, Union representatives shall not be required to perform OJT instructor duties.

**Section 8.** The Parties agree that a positive learning environment is essential to the success of the trainee and his/her ability to learn. The Parties further agree that differences in the training styles/techniques of OJTIs may affect the ability of a developmental to succeed in training. A reasonable request by the developmental for a change in assigned OJTIs shall not normally be denied.

**Section 9.** The developmental and the OJTI shall be provided time to conduct debriefings as soon as possible following each training session.

**Section 10.** The Employer agrees to supply a current list and updates of all OJTIs to the Facility Representative.

**Section 11.** Employees who are not selected to be an OJTI, upon request, shall be advised 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.

**Section 12.** Bargaining unit employees will receive OJTI premium pay only when performing assigned OJTI duties at operational AFSSs or FSSs. Premium pay shall be paid at the rate of ten (10) percent of the applicable hourly rate of basic pay times the number of hours and portions of an hour during which the employee is assigned to and providing on-the-job-training at an operational position.

## **ARTICLE 76 TRAINING AND CAREER DEVELOPMENT**

**Section 1.** Trips on duty time by employees to visit other ATC facilities and/or aviation/weather related activities shall be permitted. Trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to improve area knowledge and understanding of other facility operations. The use of Government vehicles may be authorized.

**Section 2.** Employees may participate on their own time in educational and training programs related to improving their job performance within the profession in accordance with Article 77 (Reimbursement of Educational Expenses). The program shall be made available on an equitable basis to all employees covered by this Agreement.

**Section 3.** The Employer shall continue the policy that shift adjustments for the purpose of continuing an employee's off-duty education or professional training shall be handled on an individual

basis. However, no employee may receive shift preference at the expense of another unless both employees agree to the arrangement. The employee requesting the shift adjustment shall be responsible for obtaining the consent of all other employees affected.

**Section 4.** In the event the Agency establishes long-term training programs, the Employer shall ensure that the grade structure of flight service stations is considered in establishing entrance levels for such programs. The Agency shall advise the Union at the national and regional levels of those FAA long-term training programs that accommodate employees covered by this Agreement.

**Section 5.** Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, he/she shall be notified in writing of the specific areas to be covered and the reasons therefore. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be conducted in accordance with FAA Order 3120.4.

**Section 6.** Except for initial FSS qualification training, bargaining unit employees shall receive at least two (2) weeks advance notification for any training assignment away from his/her permanent duty station. An individual desiring training that becomes available at short notice may notify the employer, at the local level, of his/her desire to waive this requirement. The Employer may utilize bargaining unit employees for work they become qualified to perform through this training, after completion of any necessary negotiations required by law, rule, regulation, Agency directives, and this Agreement.

**Section 7.** Employees may voluntarily enroll in certain directed study courses designed to improve their work performance, expand their capabilities, and increase their utility to the agency.

**Section 8.** Supervisors may allow personnel participating in Agency directed study courses to study/complete these courses on duty time, provided operational and staffing requirements permit.

**Section 9.** To the extent that it can be accomplished without incurring additional cost or adversely affecting the FAA's training program or mission, classes at the FAA Academy shall be reduced or eliminated between December 20 and January 6 each year.

**Section 10.** Travel and per diem for training outside the FAA resident schools shall be paid in accordance with applicable directives and this Agreement. While at school, local transportation shall be provided in accordance with applicable directives and this Agreement. Information as to accommodations and services shall be provided to employees when available.

**Section 11.** The Parties acknowledge that the use of the Read and Initial (R&I) Binder to satisfy training requirements is not as effective as crew briefings or classroom training. Normally, items placed in the R&I should be information that requires little or no explanation. To the extent staffing and resources allow, Management will minimize the use of the R&I binder for training.

**Section 12.** Bargaining unit employees are encouraged to have Individual Development Plans (IDP). Upon request, IDPs shall be developed jointly by the Employer and the employee. The employee and the Employer are encouraged to pursue the goals developed in the employee's IDP.

**Section 13.** If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient amount of training 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 in accordance with FAA Order 3120.4, Air Traffic Technical Training and "The Train to Succeed Philosophy". The employee's evaluations and/or training reports shall be used by the Employer to determine when the employee's former level of proficiency has been re-attained.

**Section 14.** In the event the Employer 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 15.** 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.

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, upon request, by a Union representative.

**Section 16.** The Parties agree that the Air Traffic Teamwork Enhancement Course (ATTE) teaches the importance of teamwork in the air traffic environment and will jointly support its administration.

**Section 17.** Availability of the Center for Management Development (CMD)

- a. A listing of CMD courses and catalog of correspondence courses available throughout the Agency shall be available at all facilities.
- b. Employees desiring to attend courses offered at CMD shall submit their written request to their immediate supervisor. The Employer will notify the employee if he/she will be scheduled for the requested course. If a position is not available for a requested course that has been approved by the Employer, the Employer shall endeavor to accommodate the employee's request at a future date.
- c. The Union, upon request, may be afforded access to the use of CMD for training on an as available basis. When the

training requested is for courses offered by CMD, the training will be conducted utilizing CMD Instructors. For the purposes of this Section, the Union will bear all costs, if any, as determined by CMD and make arrangements for use with CMD.

**Section 18.** Travel and per diem for training and local transportation while attending assigned training shall be paid in accordance with applicable FAA directives and this Agreement.

**Section 19.** To the maximum extent practicable, the Employer shall plan activities and schedule travel so that a bargaining unit employee performs necessary travel away from his/her official duty station on duty time. Payment for time in travel status, including overtime, shall be in accordance with applicable law, regulation, and rulings of the Comptroller General. An employee may, upon request, be advised prior to the start of scheduled travel why such travel is not compensable.

**Section 20.** The Employer agrees that employees will be given the opportunity to receive training in a fair and equitable manner.

## **ARTICLE 77 REIMBURSEMENT OF EDUCATIONAL EXPENSES**

**Section 1.** Training provided by sources outside the Agency under tuition or registration fee arrangement will be reimbursed by the Agency under the conditions provided in this Article.

**Section 2.** Educational expenses for tuition, fees, books, and supplies for non-agency training, taken during non-work hours, will be reimbursed for those courses offered by an accredited institution, which are directly related to the position currently held by the bargaining unit employee. Educational costs will only be reimbursed if the specific training is approved in advance by an Agency manager or executive who has supervisory or managerial

responsibility for the employee. It is the responsibility of the manager to insure that the training is mutually beneficial to the employee and the Agency. The expenditure of funds must also be certified by the appropriate procurement official.

**Section 3.** Expenses for tuition fees, books, and supplies for training are paid based on the pre-approved procurement form, supported by certified receipts and/or invoices, and official documents of completion of the training, including certificates and/or grade reports. When grades are given, the student must have received a grade of “C” or higher to qualify for reimbursement.

**Section 4.** Employees are entitled to reimbursement of up to \$1000 per year for training approved under this Article.

**Section 5.** Authorized approving officials may, at their discretion, approve yearly reimbursements in excess of \$1000. These officials retain their discretion to approve training conducted during employees’ work hours.

## **ARTICLE 78 EN ROUTE FLIGHT ADVISORY SERVICE (EFAS) TRAINING**

**Section 1.** Bargaining unit assignment of EFAS class slots shall be made in the following order, primary designee and secondary designee. A primary designee is defined as an employee whose position requires EFAS certification; secondary designees are defined as employees assigned to EFAS facilities not occupying an EFAS position or employees assigned to non-EFAS facilities. Secondary designee assignments to EFAS classes shall be made equitably to all facilities within a region. The region shall maintain a list of all employees desiring EFAS training. Selections shall be made from that list.

**Section 2.** For purposes of maintaining currency, the Employer will allow all bargaining unit EFAS position certified personnel

located at EFAS facilities to periodically rotate through the position. This rotation shall not impact operational requirements or efficient manpower utilization.

## **ARTICLE 79 LIAISON AND FAMILIARIZATION TRAINING**

**Section 1.** All bargaining unit members who are certified on a minimum of two (2) operational positions are eligible to participate in the national standardized familiarization training program. When a specialist achieves eligibility, he/she is not again required to meet this provision.

**Section 2.** The national standardized program shall include standards and procedures pertaining to familiarization flying in air carriers, military aircraft, and private aircraft. (Air Carrier includes any commercial, air taxi, or commuter flights under Title 14 CFR Parts 121, 135, or 298.) No facility or regional office of the Employer shall add, delete, or in any way alter the standardized familiarization program. Both Parties recognize the desirability of familiarization flying as a training program and that it is intended solely to acquaint control personnel with the cockpit environment and to enable them to observe the operation of the air traffic system first hand.

**Section 3.** The Parties recognize that cockpit familiarization training in air carriers involves internal regulations and procedures of individual air carriers. Matters beyond the purview of the Employer include, but are not limited to, number of trips per air carrier per year, dress code in the cockpit, eligibility for participation, and procedures for application to participate. The Parties recognize that any air carrier may suspend or abridge their participation in the familiarization program at any time and that the Employer has no authority to direct the conduct of the program by individual air carriers.

**Section 4.** The Parties recognize that military and private operators specify their own internal regulations and procedures governing flight familiarization by employees and that such regulations and procedures are beyond the purview of the Employer to alter. In cases where the stated procedures are less restrictive than the Employer's requirements for employees' participation, the Employer's requirements shall apply.

**Section 5.** If an employee is assigned duties at the outbound destination as part of the familiarization training, the employee shall be placed in official travel status and paid per diem except for those activities contained in Section 12. Both Parties recognize that the standard Government travel regulations require that employees be placed on official travel status when assigned duties at the destination, and further, that budgetary limitations govern the approval of familiarization training involving assignment of official duties.

**Section 6.** All familiarization training shall be conducted on duty time. The Employer may approve familiarization training in conjunction with approved leave days and regular days off in any combination.

**Section 7.** Prior to familiarization training, any eligible employee may request to substitute duty time for his/her approved annual leave for the purpose of this Article. If an employee has approved leave, he/she may exchange regular days off for such leave days provided the change does not result in overtime or violation of the basic workweek. An employee shall have the right to change days off for familiarization training in accordance with Article 24 (Watch Schedules).

**Section 8.** The national standardized program shall include provisions for one foreign overseas flight per calendar year for those employees assigned to facilities that work international departures and/or oceanic airspace, unless further restricted by the

carrier. Employees eligible under this Article may also travel to overseas domestic locations, but such training will not be considered as foreign overseas travel. For the purposes of this Agreement, training flights to Canada and Mexico shall be considered overseas domestic.

**Section 9.** Use of different air carriers or the same air carrier for different segments on the same familiarization training flight is authorized.

**Section 10.** Each employee shall be limited to not more than one (1) familiarization trip per air carrier per calendar year, except when a carrier has indicated it will allow more than one (1) trip per year. Participation in the familiarization training program is limited to not more than six (6) trips per calendar year, no more than two (2) of which may be to the same destination airport. One (1) of the six (6) trips per year may be an international trip for eligible participants. Familiarization training may be approved even though overtime is being used in the facility, provided the overtime is not specifically scheduled to cover for the individual taking the trip. Normally, previously approved training should not be canceled to prevent/reduce the use of overtime in the facility.

**Section 11.** The Employer shall guarantee each eligible employee two (2) familiarization training trips per calendar year, at the request of the employee. Such guaranteed trips must be requested of the supervisor, no less than forty-five (45) days in advance of the scheduled trip. Given the fact that the operational environment is the number one priority, the Parties agree that it may be difficult to approve multiple trips for the same day(s). Therefore, at the local level, the Parties will meet to develop procedures to ensure that multiple requests for the same day(s) will be honored to the greatest extent possible. The overtime guidance contained in Section 10 is applicable.

**Section 12.** Eligible specialists may commute a reasonable distance to make use of the allowable trips authorized under

Section 10 of this Article. Such commuting trips shall be at no expense to the Government. Flight time is the time of departure to the time of arrival at the final destination. For flight times three (3) hours or greater, the employee shall be considered in a duty status for eight (8) hours. For flight times less than three (3) hours, the approving official shall account for the remaining duty time by ensuring that prearranged training is accomplished by one or more of the following.

- a. Observe the operation of the airport air traffic control facility.
- b. Observe the carrier's dispatcher operation.
- c. Observe other local FAA operations (i.e. FSS, FSDO, SMO, etc).

Approved leave may be used as part of the duty day. For the purposes of this section, travel and per diem shall not be authorized.

**Section 13.** All familiarization trip requests must be submitted to the facility sufficiently in advance to permit three (3) administrative days for internal processing. This is in addition to the advance notice required by the air carrier and time for mailing.

**Section 14.** Familiarization flights are on-the-job training and shall be counted as hours toward the minimum yearly proficiency requirement. Training objectives shall be identified by the approving official at the time the training request is approved. A familiarization training report shall be submitted by the specialist in accordance with the program directive. An employee traveling on such a flight on his/her regularly assigned duty day receives the same premium pay he/she would have received had he/she worked his/her regular shift.

**Section 15.** All familiarization training shall be subject to the approval of the Employer. Such approval will be governed by the operational and staffing requirements of the facility.

**Section 16.** Annually, the Parties will meet to ensure adequate tracking, adherence to policy/procedures, review program security, and make recommendations for improvements. Program changes may be made by mutual agreement.

## **ARTICLE 80 LEARNING COUNCILS**

**Section 1. National Learning Council.** Within one hundred eighty (180) days of the signing of this Agreement, the Parties shall establish a learning council at the national level composed of equal numbers of representatives of the Union and the Employer. The purpose of this council shall be to improve training requirements analysis, foster efficient use of training resources, and increase employee involvement in the training process. The council will make recommendations to the Employer at the national level in these areas. This council shall develop the charter and the scope and guidelines to be followed by national and regional learning councils.

**Section 2. Regional Learning Council.** Learning councils at the regional level shall be established within ninety (90) days of the completion of the regional charter and scope and guidelines in Section 1. These councils shall be composed of equal numbers of representatives of the Union and the Employer. These councils will make recommendations to the Employer at the regional level.

**Section 3.** The Employer shall advise the council, at the corresponding level, of the status of their recommendations and the reason(s) for not adopting any recommendation.

**Section 4.** Union representatives on learning councils shall be in a duty status, if otherwise in a duty status.

**Article 81**  
**MEDICAL QUALIFICATIONS**

**Section 1.** The FAA Air Traffic Control Specialist Health Program shall cover all Air Traffic Control Specialist bargaining unit members. In accordance with the provisions of that program, the Employer shall provide medical examinations for employees when required for currency.

**Section 2.** National medical standards and associated tests shall be established in accordance with OPM regulations and shall be applied uniformly nationwide.

**Section 3.** An Agency medical officer or a certified Aviation Medical Examiner (AME) shall conduct medical clearance examinations. If there is not a medical officer located in the vicinity, then the Employer shall provide the name(s) of approved ATCS Examiner(s) within a reasonable traveling distance.

**Section 4.** 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 members who request a Class II or III certificate as an airman.

**Section 5.** All medical examinations required by the Employer shall be scheduled on duty time. Employees shall be reimbursed for mileage and parking fees.

**Section 6.** Time spent by an employee participating in a medical examination, evaluation or review, shall be considered hours of work for purposes of determining any entitlement to overtime pay.

**Section 7.** No expense shall be borne by bargaining unit employees for required medical examinations. If after initial examination, 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 Regional Flight Surgeon.

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.

If a determination is made that an employee does not meet the retention standards, further medical evaluations or reports submitted by the employee to obtain initial or continuing special consideration by the Flight Surgeon will not be authorized or paid by the Employer. 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. The Regional Flight Surgeon shall consider all available medical information before issuing a permanent medical disqualification.

Employees must assume the expense of any self-initiated examinations to support review actions. Costs of refraction or lenses, or other appliances, or any treatment required to meet the medical standards shall be borne by the employee. 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.

If the employee disputes a permanent medical disqualification by the Regional Flight Surgeon, the medical documentation relied upon in making the decision may be reviewed by the Federal Air Surgeon. If the Federal Air Surgeon review determines that the ATCS is qualified without special consideration, the Agency will bear the expense of any additional examination(s) or reports not covered by medical insurance and determined relevant for the aeromedical determination by the Federal Air Surgeon. If the

Federal Air Surgeon review determines that the ATCS is not qualified or that the ATCS is qualified with special consideration, the employee will bear the expense of any additional examinations or reports.

In the event that the Federal Air Surgeon chooses not to review the Regional Flight Surgeons decision or if the employee disagrees with the decision of the Federal Air Surgeon/Regional Flight Surgeon, he/she may seek a remedy in accordance with Article 40 (Grievance Procedure) or any other procedure available in law or regulation.

**Section 8.** The Employer agrees that determinations of eligibility for employee medical clearance and/or waivers (special considerations) to the medical certificate shall be granted on solely medical factors, and shall indicate the employee is medically qualified to perform air traffic control duties. Any limitations provided for by a 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 9.** In the event an employee is permanently medically disqualified, he/she shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal Air Surgeon, the Employer shall make every reasonable effort to provide the employee with administrative duty in accordance with Article 70 (Assignment of Temporarily Disabled Employees). For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a negative determination, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which he/she is qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

**Section 10.** Any psychological examinations of bargaining unit members shall be ordered in accordance with Agency policy and consistent with 5 CFR 339.

**Section 11.** Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration of the Regional Flight Surgeon. It is the employee's responsibility to report for medical exams scheduled by the Employer. In such cases where the medical certificate expires and no extension is granted by the Regional Flight Surgeon, the employee shall perform duties not requiring a medical certificate until such time as a medical determination is rendered.

**Section 12.** Employees may not perform ATC duties during any period of known physical deficiency, concurred with by the Regional Flight Surgeon, that would make them unable to meet their current medical clearance. If such conditions occur sick leave, (or at the employee's option) annual leave, credit hours, LWOP or compensatory time may be approved in accordance with the appropriate provisions of this Agreement.

**Section 13.** At least once annually, the Employer 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 7210.3S, dated February 21, 2002.

**Section 14.** The provisions of this Article shall be applied uniformly nationwide.

## **ARTICLE 82 SUBSTANCE TESTING**

**Section 1.** All substance testing (drug and alcohol) conducted by the Employer shall be done in accordance with applicable laws, DOT Order 3910.1C, 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/Blood Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees. Unless prohibited by operational requirements, the principal Facility Representative, or his/her designee, will be released for the purpose of performing representational duties. The Employer shall advise the principal representative or his/her designee of the maximum number of employees to be tested. The representative or his/her designee will be notified when substance testing has been completed. Upon request, the Employer will inform the representative of the number of people tested at the facility and the number of employees to be rescheduled.

**Section 3.** An employee who wishes to have a Union representative present during the testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not delayed. The employee shall notify the supervisor of the employee's 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 Employer'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 will be permitted to accompany officials of the Employer on an inspection of the testing laboratory once a year, if the Employer conducts such an inspection. The Employer agrees to provide to the Union, on an annual basis, an updated list of the Department of Health and Human Services (DHHS) approved laboratories.

**Section 5.** Employees will be given notice where and when to appear for substance testing in as private and confidential manner as possible. In no instance shall this be done in a public manner.

**Section 6.** All collectors/BATs, and other employees of the urine collection/alcohol testing contractor with access to testing records, will be required to execute non-disclosure statements. These statements will cover all information about bargaining unit employees, including their social security numbers, which is provided by the Employer, the employee, the Department of Transportation, or the contractor in connection with the testing processes.

**Section 7.** The Employer will administer the Substance Testing Program in a fair and equitable manner. If for any reason a substance test is declared invalid, the test will be treated as if it had never been conducted, and any and all files kept by the Employer on the affected employee shall be expunged of all information related to the test. Employees will not be selected for testing for reasons unrelated to the purposes of the program.

**Section 8.** All testing equipment used for alcohol testing shall meet the applicable requirements and standards as specified in 49 CFR 40.53(b)(1-5) and 49 CFR 40.55. All testing equipment used to perform alcohol testing will be calibrated in accordance with the applicable National Highway Traffic Safety Administration (NHTSA) requirements. Upon request, the Union shall be given a

copy of the results of the most recent calibration check for any equipment used for testing. Any testing equipment found to be out of calibration shall be removed from service until it is recalibrated, and all tests performed using that equipment since its last calibration check shall be declared invalid.

**Section 9.** The Employer shall ensure that the DHHS 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 in accordance with DHHS Guidelines and DOT Order 3910.1C.

**Section 11.** Employees will normally be notified of drug test results within 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 3910.1C and this Agreement.

**Section 12.** All testing forms shall include a section where employees may enter any comments they deem appropriate.

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

**Section 14.** Any proposed procedures concerning testing for any other substances shall be negotiated with the Union prior to implementation as required by law using the procedures of Article 7 (Mid-Term Negotiations).

**Section 15.** Post-accident testing shall only be conducted on employees whose work performance at or about the time of the covered event as described in DOT Order 3910.1C 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 16.** When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1C, the Employer 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 17.** Any employee unable to provide a urine sample for substance testing shall be allowed a reasonable time to provide a sample, up to two (2) hours after completion of testing for that day or the end of their shift. If the employee is still unable to provide a sample, the employee will be rescheduled at a subsequent date in

the near future for collection of another sample. In post-accident cases, the employee may be retained on duty until a urine sample is provided. The inability of an employee to provide an amount of breath sufficient for alcohol testing purposes shall be handled in accordance with DOT Order 3910.1C.

**Section 18.** The Employer shall be required to perform a second test on a new portion of the same specimen if a positive result was obtained in the first drug test. This second test will be done by using gas chromatography and mass spectrometry. Only confirmed test results will be communicated to the DPC.

**Section 19.** 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 20.** In the event of a confirmed positive alcohol test of .02 or higher, the Employer shall, upon request, provide to the employee and the Union the maintenance and calibration history of the equipment used and the BATs last certification.

**Section 21.** Employees who are removed from safety related duties due to a confirmed alcohol test of .02 - .039 may be assigned administrative duties, if the Employer determines such duties are available. If such duties are not available, the employee shall be offered the option to be placed on annual leave or leave without pay. The Employer's assignment of administrative duties or granting of leave under these circumstances in no way affects the Employer's determination that the employee was not ready for work, or the final decision to take disciplinary/adverse action as appropriate.

In assessing whether to discipline an employee for a subsequent alcohol test results of .02 - .039, consideration will be given to the

length of time that has elapsed from the date of the previous test in accordance with the DOT Drug and Alcohol Testing Guide.

**Section 22.** Prior to the receipt of a proposed notice of disciplinary or adverse action for a violation of DOT Order 3910.1C, the employee may request immediate resignation or voluntary retirement, if eligible, and it will be processed accordingly.

**Section 23.** There shall be no local or regional supplements to this Article.

**Section 24.** Nothing in this Article shall be construed as a waiver of any employee, Union or Employer right.

**Section 25.** NAATS may designate a national representative to the substance testing program to deal with all national issues surrounding the program. NAATS may designate regional representatives to deal with regional/facility issues surrounding the substance testing program.

**Section 26.** The Employer shall convene a meeting annually at the National level for the Union's national officers, Regional Directors and national substance representative for the express purpose of presenting a detailed review of the substance testing program and for exchanging views on the program as they concern bargaining unit employees. The exchange of views shall not be construed as constituting or requiring negotiations. The Employer agrees to pay travel and per diem costs associated with attendance at the annual meeting.

### **ARTICLE 83 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 Employer 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 Employer is awaiting the results of a drug test taken by the employee;
- d. the employee has previously completed an Employer-approved rehabilitation program in accordance with DOT Order 3910.1C; or
- e. the employee is under investigation by the Employer for alleged substance abuse and the employee has been made aware of the investigation.

**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 Employer'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 his/her 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 29 (Sick Leave).

**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 his/her normal duties. If the employee does not pass the return-to-duty test, the employee's manager will be informed and the employee 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 minimum 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 84**  
**AGENCY ABSTINENCE REQUIREMENTS**  
**REHABILITATION/TREATMENT AGREEMENTS**

**Section 1.** These requirements apply to all bargaining unit employees subject to a rehabilitation/treatment plan due to a diagnosis of substance abuse or dependency.

**Section 2.** In order to ensure an effective and consistent rehabilitation process for safety related employees with substance

abuse/dependence problems, this program shall be administered in accordance with DOT Order 3910.1C, Drug and Alcohol-Free Departmental Workplace. The Parties agree that the following sections clarify the requirements for abstinence from alcohol.

**Section 3.** The Parties agree that it is the universal practice of substance abuse treatment facilities to require total (lifelong) abstinence from alcohol whether the diagnosis is alcohol abuse or alcohol dependence. No distinction is made between the two (2) diagnoses with respect to considering a lapse from abstinence to be a relapse that would require further therapeutic intervention.

**Section 4.** The Parties agree that any distinction between the alcohol abuse and alcohol dependency diagnoses should not alter the abstinence requirements of the rehabilitation/treatment plans. Each diagnosis is essentially viewed as being different aspects of alcoholism.

**Section 5.** The Parties agree that all rehabilitation/treatment plans for safety related employees, whether for alcohol abuse or alcohol dependency, should require that the employee refrain from alcohol use throughout his/her FAA career. Rehabilitation/treatment plans in effect prior to 11/15/95 that do not have such a requirement will be honored.

**Section 6.** All safety related employees in rehabilitation for abuse of other substances besides alcohol also will be required to refrain from the use of alcohol during their minimum one (1)- year rehabilitation period.

**Section 7.** In some cases, safety-related employees referred for treatment for substances other than alcohol also will be required to refrain from the use of alcohol throughout their FAA careers after EAP/Aviation Medicine has made a determination based upon a subsequent diagnosis of alcohol abuse/dependence, or where it is felt that alcohol use could serve as a relapse trigger, as can occur with cocaine.

**ARTICLE 85**  
**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 Employer 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 a;
- d. the flight surgeon will review any diagnosis submitted by the employee under subsection c prior to deciding whether rehabilitation is necessary.

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

## **ARTICLE 86 CRITICAL INCIDENT STRESS MANAGEMENT (CISM)**

**Section 1.** The Employer has established a Critical Incident Stress Management (CISM) Program which is designed to proactively manage the common disruptive physical, mental, and emotional factors that an employee may experience after a critical incident (i.e., accidents/ incidents, such as an aviation disaster with loss of life, the death of a co-worker, acts of terrorism, violence in the work place, 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 (safety-related) 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. This program 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 Union will appoint eleven (11) bargaining unit employees (at least one [1] per region) to serve as members of the Critical Incident Stress Debriefing (CISD) team for the purpose of responding to critical incidents and providing peer support. From within these peer debriefers, the Union, at the national level, may designate up to three (3) national CISM coordinators to work with the Employer's national EAP Program Manager, as the National NAATS/FAA CISM Coordination Team.

**Section 4.** The Employer will provide appropriate CISD training to the Union designees on duty time if otherwise in a duty status. Travel and per diem allowances will be provided in accordance with appropriate FAA directives and regulations. The Employer agrees to adjust the schedule(s) of participants to allow them to participate in a duty status. Employees will be compensated in accordance with applicable FAA directives and regulations.

**Section 5.** The regional peer debriefer shall be notified whenever a critical incident occurs involving bargaining unit members within his/her jurisdiction.

**Section 6.** Whenever the Employer determines to send out a CISD team, the designated peer debriefer shall be relieved as soon as operational requirements permit from his/her normal duties. The Employer will adjust the designated peer debriefer's schedule to allow for travel and participation in CISD team activities on duty time. Travel and per diem expenses will be authorized in accordance with FAA directives and regulations.

**Section 7.** The Employer will notify the principal Facility Representative or his/her designee a reasonable time in advance whenever employees will be required to attend mandatory

educational briefings, and will provide the principal Facility Representative opportunity to attend.

**Section 8.** When the Employer conducts a mandatory educational briefing following a critical incident, all affected employees will be notified and will be required to attend. Upon completion of this briefing, employees will be notified that an Employer's Employee Assistance Program (EAP) contractor and a peer debriefer will be available for bargaining unit employees who request additional CISD. An employee's participation in a CISD after the mandatory educational briefing is voluntary. The use of EAP services will be provided in accordance with the provisions of Article 85 (Employee Assistance Program) and applicable FAA directives. If requested, bargaining unit employees will only receive peer support from other bargaining unit employees.

## **ARTICLE 87 OCCUPATIONAL SAFETY AND HEALTH**

**Section 1.** The Employer shall abide by 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, FAA Order 3900.19, and such other regulations as may be promulgated by appropriate authority.

**Section 2.** The Employer 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. This Section and Section 13 also apply to Government-provided or leased housing for bargaining unit employees under appropriate regulations. The Union shall cooperate in these efforts and encourage employees to work in a safe manner.

**Section 3.** The Employer agrees to continue a national Occupational Safety and Health Committee. The committee will

meet as frequently as required by the Charter of the Occupational Safety, Health, and Environmental Compliance Committee (OSHECCOM). The Union shall be entitled to designate a minimum of one (1) representative.

The Union shall designate one (1) representative per region as the point of contact for all matters related to Occupational Safety and Health. This representative shall serve as a member of the Regional OSHA committee. Regional committees shall meet as frequently as required by the OSHECCOM Charter.

Union representative(s) shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in any committee meeting, joint conference, or training as determined by the Employer and agreed upon by the National/Regional OSHECCOM as appropriate. If requested by the representative(s), and if operational requirements permit, the Employer shall change his/her days off to allow participation in a duty status.

**Section 4.** The Parties shall maintain local Occupational Safety and Health Committees in accordance with the OSHECCOM Charter. The Union shall designate its representative(s). The meeting(s) shall be scheduled so as to allow the Union representative(s) to attend on duty time. The committee shall monitor and review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis and to insure that appropriate corrective measures are implemented. Consistent with the provisions of the OSHECCOM Charter, the committee shall have access to Employer information necessary to perform committee functions except where release of information is prohibited by law.

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.

**Section 5.** Training of Union-designated Occupational Safety and Health Committee members shall be provided in accordance with 29 CFR 1960.58 and 1960.59(b). Bargaining unit members shall receive safety and health training in accordance with 29 CFR 1960.59(a).

**Section 6.** The Employer shall provide protective clothing for employee use at facilities that take weather observations. The availability and type of such clothing shall be determined by the Employer based on the prevalent weather conditions. Employees who perform local advisory service duties during daylight hours shall be provided sunglasses.

**Section 7.** The Employer 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 8.** Each facility shall annually review fire evacuation procedures with all personnel and provide training in the operation of fire extinguishers and other related equipment at each facility. Fire evacuation plans shall be conspicuously displayed and reviewed with every employee. Assistance from local fire departments may be utilized in developing evacuation plans and conducting the training required under this Section.

**Section 9.** The Employer shall establish a formal, locally administered first aid and CPR training course(s) for bargaining

unit employees who volunteer for such training. The number of volunteers to be trained under this Section shall be at least one (1) per crew, but in no case less than one (1) per facility. This course may be given by any local agency which is accredited by the Red Cross or other accredited authority. CPR courses are to be repeated in accordance with the American Red Cross requirement for annual update training. Provided funds are available, this training may be provided to additional bargaining unit employees at each facility. All training shall be conducted on duty time.

**Section 10.** In the event of construction or remodeling within a facility, the Employer shall ensure that proper safeguards are maintained to prevent injury to bargaining unit employees.

**Section 11.** If the Employer 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 12.** The Employer shall insure that claims for personal injury are processed in a timely manner in accordance with applicable directives and regulations.

**Section 13.** The Employer 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 Employer 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 14.** Indoor air quality concerns identified by the local Occupational Safety and Health Committee, including those involving “sick building syndrome,” 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.

**Section 15.** At intervals not greater than every six (6) months, the Employer 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 Employer’s certified contractor.

**Section 16.** The Parties at the national level shall meet jointly to develop a model contingency plan which will be applicable to those facilities referenced in Section 15.

**Section 17.** Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in immediate control steps by the Employer to abate the hazard caused by the asbestos. The Employer shall retain an asbestos abatement contractor as soon as possible.

**Section 18.** The Employer 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 19.** If protection measures will not provide adequate protection of occupants, the Employer 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 20.** In the event that relocation is not required/possible, the abatement contractor will be required to seal off the abatement area with a negative pressure enclosure. They will ensure and maintain negative pressure at all times.

**Section 21.** 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 22.** All abatement workers will be trained in accordance with OSHA, EPA, state and local regulations. 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 work place.

**Section 23.** The contractor will be required by the Employer to take air samples every day by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. Results will be made available to Facility Representatives immediately upon request. Representative personal monitoring shall also be conducted in accordance with the model contingency plan developed in accordance with Section 15 on at least one (1) employee in areas occupied by bargaining unit employees. Due to the potential noise level of the

monitor and its associated distractions, any bargaining unit member who volunteers to wear the monitor shall, if operational requirements permit, be assigned to a non-control position for the period in which such monitoring occurs.

**Section 24.** The abatement area cannot be reoccupied until it has passed a visual inspection and met an aggressive clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations.

**Section 25.** During any abatement project, the work of the abatement contractor and all air monitoring will be overseen by an independent Certified Industrial Hygienist, whose report will be shared with the Union by the Employer. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor.

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 Employer, the Employer's contractor, the Union, the Union's Hygienist, and the Union's accredited laboratory. The Union will give the Employer advance notice of visits by its Hygienist.

**Section 26.** 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 Employer, in accordance with OSHA standards/FAA directives.

**Section 27.** The Employer Agrees to provide a safety bulletin board in an area frequented by bargaining unit personnel. This board shall be for the exclusive use of the facility safety committee and posting of safety information. It shall include the FAA Occupational Safety and Health Program poster if one exists.

## **ARTICLE 88 INJURY COMPENSATION**

**Section 1.** The Employer 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.** The Union at the national level will designate one (1) OWCP Claims Representative who will be granted at least twenty-four (24) hours of official time each year to attend OWCP classes sponsored by the Department of Labor.

**Section 3.** The Employer 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.

**Section 4.** The Parties agree to maintain a liaison at the national level to deal with OWCP matters.

**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 Employer 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, due to an administrative delay by the Employer in submitting an employee's CA-1 form to the OWCP District Office,

a case has not been adjudicated within forty-five (45) calendar days of date of injury (DOI), the employee will be placed on administrative leave for a period commensurate with the administrative delay in submitting the form.

**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 Employer 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 Employer may examine the employee at its own facility in accordance with OPM regulations, 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 Employer 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 Employer may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.203. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Employer submits in support of the controversion shall be provided to the employee.

## **ARTICLE 89**

### **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 which shall be administered in accordance with Article 14 (Work Groups, Committees, Program, and Project Representatives). The committee should be formed so as to fairly represent all facility employees. The Union may designate a representative to serve as a member of the committee.

## **ARTICLE 90 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 1613.704, 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 Employer 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 member.

## **ARTICLE 91 USE OF OFFICIAL GOVERNMENT TELEPHONES LINES**

**Section 1.** Authorized Use of Long Distance Telephone Services.

- a. Telephone calls placed over Government-provided and commercial long distance systems that will be paid for or

reimbursed by the Government, shall be used to conduct official business only.

- b. Use of any Government system or service, or any other telephone service, where the Government pays the cost of the long distance call, for other than official business, except emergency calls and calls the Agency determines are necessary in the interest of the Government, is strictly prohibited.
- c. Official business calls may include emergency calls and other calls the Agency determines are necessary in the interest of the Government. Telephone calls may properly be authorized when they:
  - (1) Do not adversely affect the performance of official duties by the employee or the employee's organization;
  - (2) Are of reasonable duration and frequency; and
  - (3) Could not reasonably have been made at another time.
- d. The Employer agrees that the following examples of unofficial calls are necessary in the interest of the Government:
  - (1) A call to family or doctor if an employee is injured on the job;
  - (2) A call to notify family of a schedule change when an employee traveling on Government business is delayed due to official business or travel delay;
  - (3) The cost of a telephone call not to exceed \$3 on two separate days in a seven (7) day period while in a travel status, although FAA will not pay for a call on the day you return to your official status;

- (4) A call to notify family or to make alternate transportation or child care arrangements if the employee is required to work overtime without advance notice;
  - (5) In an urgent or emergency situation, a call to the employee's spouse or minor children (or those responsible for them, e.g., school or day care center) is authorized.
- e. The Employer shall also accept collect calls from:
- (1) Employees engaged in Liaison and Familiarization training when they have been bumped from a flight;
  - (2) An employee in specific instances where that employee has been directed to call the facility by the employer.

**Section 2.** In accordance with Government wide regulations, and unless stipulated above, all other unofficial and/or personal calls that must be made during working hours may be made over the commercial long distance network if:

- a. Charged to the employee's home phone number or other non-Government number (third-number call);
- b. Made to an 800 toll-free number;
- c. Charged to the called party if a non-Government number (collect call); or
- d. Charged to a personal telephone credit card;

and such calls are:

- e. A brief daily call of a non-emergency nature to spouse or minor children (or those responsible for them, e.g., school or day care center);

- f. A brief daily call to locations that can be reached only during working hours, such as a local government agency or physician; or
- g. A brief call to arrange for emergency repairs to his/her residence or automobile.

**Section 3.** Agencies shall collect for any unauthorized calls if it is cost-effective to do so. Reimbursing the Government for unauthorized calls does not exempt an employee from appropriate administrative, civil, or criminal action.

## **ARTICLE 92 DRESS CODE**

**Section 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner, consistent with community standards, which will not erode public confidence in the professionalism of the air traffic controller workforce. The Parties at the local level shall negotiate a definition of the community standards and shall negotiate procedures for the implementation of the provisions of this Article at that level.

**Section 2.** Denim material meeting the standards of Section 1 shall be permitted. Neckties shall not be mandatory in any facility.

**Section 3.** The display and wearing of Union insignia, such as pins, pocket holders or tie tacks, shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

## **ARTICLE 93 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 Employer shall establish procedures which allow employees to enter and exit freely without requiring them to wait unreasonably.

**Section 3.** At those Employer owned or leased parking areas in locations of known sustained low temperatures, zero (0) degrees Fahrenheit or below, the Employer 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 Employer 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 Employer may allow an early vehicle start.

**Section 5.** When a facility parking space is 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 Employer's control, every reasonable effort shall be made to provide safe and appropriately lighted, adequate parking at no cost to the employee. The Employer 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 Employer, every reasonable effort will be made to obtain parking as close to the facility as possible.

## **ARTICLE 94 SMOKING POLICY**

**Section 1.** Indoor smoking shall be prohibited in all flight service stations, except where one (1) person is used to staff a shift and that person smokes; the Parties at the local level shall negotiate a solution to accommodate the smoker and address non smoker concerns.

**Section 2.** The Agency shall designate an outside area connected to each facility or freestanding that is reasonably accessible to employees and provides reasonable protection from the elements. Reasonable protection shall be defined in most cases as a three sided structure, with roof, that protects the employee from rain, wind and snow. If circumstances warrant further protection those protections shall be negotiated at the local level.

**Section 3.** 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.

**Section 4.** In the event the Employer or the Union at the national level are unable to resolve a dispute concerning this Article, or any item pertaining to smoking, the specific issue shall be submitted to an interest arbitrator for mediation/arbitration at the national level.

## **ARTICLE 95 PRENATAL/INFANT CARE**

**Section 1.** The total entitlement under this Article shall be a maximum of twelve (12) months for prenatal care, birth, and care of the newborn. When employees request, up to six (6) months of this entitlement shall be uninterrupted. Beyond this six (6) month uninterrupted period, employees are subject to recall duty with thirty (30) days notice if unforeseen operational requirements necessitate a return to duty.

**Section 2.** During the period of leave under this Article, the employee may choose how and in what order such absence will be recorded: sick leave, annual leave, compensatory time, and/or LWOP, to the extent that annual, sick leave, and/or compensatory time is/are available. Advance sick leave may not exceed thirty (30) days.

**Section 3.** 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 4.** To the extent operational requirements permit, employees shall be allowed to work part-time to accommodate prenatal/infant care needs.

**Section 5.** The provisions of this Article shall apply to each instance of childbirth or infant adoption.

## **ARTICLE 96 CHILD CARE**

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

**Section 2.** In accordance with governing regulations, the Employer 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.** The Employer may provide available Government-owned or leased space and space-related services without charge

for establishing a child care center in accordance with governing regulations. Factors which impact on the Employer's ability to provide such space include the availability of space and/or funds, the number of employees at a location, and the demand for child care at that location as indicated by a needs assessment survey.

**Section 4.** When work groups are formed by the Employer 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 shall be allowed duty time to participate in the activities of the group.

**Section 5.** If space is available, the Employer shall provide for the use of a private area for employees who are breast feeding babies to express milk.

## **ARTICLE 97 SURVEYS AND QUESTIONNAIRES**

**Section 1.** The Employer recognizes that it is in its interest to have Union support for surveys of bargaining unit employees or surveys of target groups evaluating the quality of service and/or the need for current or future services provided by the bargaining unit. The Employer shall not conduct these surveys without providing the Union an opportunity to review and comment on the questions and related issues. The Parties shall make every reasonable effort to resolve any issue identified by the Union in their review. The Union will be provided an advance copy of any survey.

**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 provided a copy of survey results at the same time they are distributed to the corresponding level of the Employer.

**Section 5.** The Union shall be afforded the opportunity to review and comment in advance on any publication based on or derived from survey results. If the Union requests and it is within the Employer's control, the Employer agrees to include the Unions comments in the publication.

**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 be given the opportunity to participate in all debriefing and action planning sessions involving employees including, but not limited to, the Survey Feedback Action (SFA).

## **ARTICLE 98 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 Employer 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 Employer.

**Section 3.** The Employer 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 Employer.

**Section 8.** Prior to conducting any study that involves the time and motion measurement of employees or their job performance, the Employer shall notify the Union and negotiate to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

## **ARTICLE 99 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 Parties, in conjunction with the Civil Aviation Medical Institute (CAMI), will conduct a study of human factors associated with the air traffic control profession. This study will include, but not be limited to, such areas as fatigue, shift-work, stress, etc. This study shall be completed within the life of this Agreement.

## **ARTICLE 100 SEARCH AND RESCUE (SAR) ACTIVITY**

**Section 1.** Whenever any activity is initiated on any overdue aircraft, a record of the various steps of SAR activity (i.e. QALQ, Information Request [INREQ]), Alert Notice [ALNOT]) shall be maintained. Non-automated facilities shall maintain printed copies of all SAR/flight assist actions in a manner consistent with provisions of this Article.

**Section 2.** On a semi-annual basis, the Employer shall provide each Union Regional Director a listing of all SAR activity within the region. This list shall also include a listing by facility of all flight assists during that time period. This information may be provided by printed documentation or through mutually agreeable electronic technology.

## **ARTICLE 101 EQUIPMENT PLACEMENT**

Prior to the moving of existing facility equipment or the placement and use of new facility equipment, the Employer shall notify the Union and negotiate to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

**ARTICLE 102  
SECURITY**

**Section 1.** The Parties recognize that Agency security standards are established outside the ATS organization.

**Section 2.** Established security standards and procedures will be equitably applied throughout the Agency.

**Section 3.** In the event of bomb threats, threats of violence, or suspected terrorists activities at the facility, the Employer shall take appropriate measures to protect the safety and security of employees.

**ARTICLE 103  
TRAFFIC MANAGEMENT PROGRAM (TMP)**

**Section 1.** The Parties acknowledge that traffic management shall be utilized to support operations when conditions adversely affect a facility's ability to meet customer needs in a timely and efficient manner.

**Section 2.** The Parties agree that call re-routing should normally be limited to the adjacent flight plan area.

**Section 3.** The Parties agree that within one hundred twenty (120) days of the effective date of this Agreement, a work group shall be established in accordance with Article 14 (Work Groups, Committees, Program, and Project Representatives) to address traffic management issues.

**ARTICLE 104  
FLEXIBLE SPENDING ACCOUNTS/GAIN SHARING**

Within six (6) months of the signing of this Agreement, the Employer agrees to establish a joint work group to study the

feasibility of establishing flexible spending accounts and/or gain sharing. The Union shall have at least three (3) representatives on this group which shall be administered in accordance with Article 14 (Workgroups, Committees, Program, and Project Representatives).

#### **ARTICLE 105 HIRING CRITERIA**

The Parties recognize that qualification standards for employment are established by the Office of Personnel Management. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Employer shall notify the Union. If the Union requests, the Parties shall meet, thoroughly discuss the recommendations and attempt to reach a joint recommendation.

#### **ARTICLE 106 FLIGHT SERVICE OPTION CAREER STRATEGIES**

**Section 1.** The Parties agree that promoting the Flight Service Option career/job opportunities is in their best interest.

**Section 2.** The Employer agrees to give due consideration to Union input on programs to enhance the availability of applicants capable of being trained and/or qualified to perform the duties of flight service controllers.

**Section 3.** If the Employer determines it will establish a workgroup for this purpose, it will be done in accordance with Article 14 (Workgroups, Committees, Program, and Project Representatives).

#### **ARTICLE 107 REDUCTION IN FORCE**

Prior to any Reduction in Force (RIF) in the NAATS bargaining unit, the Agency shall notify the union and negotiate to the extent

required by law and in accordance with Article 7 (Mid-Term Negotiations).

## **ARTICLE 108 CAREER TRANSITION PROGRAM**

The Employer agrees to implement the provisions of the FAA Career Transition Program with the following additional provisions:

- a. displaced employees will be given a minimum of thirty-two (32) hours of duty time per pay period to pursue career transition activities, and
- b. surplus employees may be granted sixteen (16) hours of duty time per pay period to pursue career transition activities.

## **ARTICLE 109 FACILITY EXPANSION**

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

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

**Section 3.** Prior to construction and remodeling described in Section 1 above, the Employer shall notify the Union and negotiate

to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

**Section 4.** The Union at the appropriate level will be notified when the Employer has approved the project implementation plan(s) for the new, expanded, remodeled, or combined facilities.

## **ARTICLE 110 FACILITY CLOSING AND PART TIMINGS**

**Section 1.** The Employer agrees to inform NAATS at the national level as far in advance as possible regarding any intent to close, consolidate, or reduce hours of operation at any facility where NAATS bargaining members work.

**Section 2.** The Employer agrees to inform the Union at the regional level regarding bargaining unit members who must transfer as a result of any reduction of hours.

**Section 3.** Bargaining unit members who elect to retire rather than transfer under this Article will be given maximum consideration and shall be allowed maximum permissible benefits.

**Section 4.** The Employer shall allow bargaining unit employees who are scheduled to be reassigned to an AFSS to swap reassignments with other employees who are also scheduled for reassignments to an AFSS, absent a compelling reason to the contrary. To the extent allowable, any moving expenses shall be paid in accordance with the FAA Travel Policy.

**Section 5.** The Employer agrees to give the Union's national headquarters quarterly reports which include the number of employees and hours of operation at each FSS and AFSS facility nationwide.

**Section 6.** No facility in which NAATS bargaining unit members work shall be closed, consolidated or reduced in hours until the

Agency has notified the Union and negotiated to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

**ARTICLE 111  
CONTRACTING OUT, ALTERING, ENHANCING,  
OR REASSIGNING FUNCTIONS**

**Section 1.** The Parties recognize the desirability of union input to the requirements determination concerning contracting out, altering, enhancing, or reassigning any function performed by the NAATS bargaining unit. Therefore, prior to the mission needs analysis, the Employer at the national level will consider Union suggestions, such as managed competition, telecommuting, job sharing, and other alternative courses of action.

**Section 2.** Prior to any implementation of actions described in Section 1 of this Article, the Employer shall notify the Union and negotiate to the extent required by law and in accordance with Article 7 (Mid-Term Negotiations).

**ARTICLE 112  
TECHNOLOGICAL/PROCEDURAL CHANGES**

**Section 1.** The Employer agrees to provide an annual overview briefing to the national Union officers concerning the Capital Investment Plan (CIP) and a semi-annual briefing on the status of the Agency's modernization effort. The Employer agrees to pay travel and per diem expenses for attendance by three (3) NAATS national union officers or their designees.

**Section 2.** The Employer further agrees to brief the Union on any particular project identified by the Union as a result of the overview briefing as described above.

**Section 3.** The Employer 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 4.** The Employer 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.

**Section 5.** Upon request, the Employer agrees to provide the Union at the national level with copies of all reports, plans, and procedures as supplied by the selected contractor that are required to be produced by the selected contractor including all updates, revisions, or modifications.

**Section 6.** The Employer agrees to allow Union representatives to participate in site surveys conducted by the employer/contractor in conjunction with installation of new equipment.

**Section 7.** Accommodations for employees adversely impacted by technological changes may be negotiated in accordance with Article 7 (Mid-Term Negotiations) or resolved within workgroups established in accordance with Article 14 (Workgroups, Committees, Program, and Project Representatives). Further, employees adversely affected by changes in technology shall be notified of any relevant rights to which the employee might be entitled.

**Section 8.** The Employer shall promptly notify the Union of any work group(s) which affects bargaining unit employees. This notification does not constitute a commitment from either of the Parties for Union participation on the work group.

**Section 9.** Where a method is not otherwise provided for within this Agreement, National and/or Regional level meetings for the

sole purpose of providing status updates to the Union on various ongoing projects and information exchanges may be requested by either Party. Meetings for this purpose will be convened quarterly or more often as mutually agreed to by the Parties. No collective bargaining may be conducted at these meetings.

- a. The Parties bear responsibility for any travel and per diem expenses incurred by their respective participants.
- b. These meetings shall be held at mutually agreeable times and locations.
- c. Subject to operational requirements, five (5) Union representatives may attend these meetings on duty time if otherwise in a duty status. No additional official time is authorized for Regional Directors for this purpose.

### **ARTICLE 113 REINVENTING GOVERNMENT**

**Section 1.** The Parties believe that it is in the best interest of both the Employer and of the bargaining unit to apply best practices to the conduct of Government business, including those that have been successful in the private sector.

**Section 2.** Within six (6) months of the signing of this Agreement, the Parties at the national level shall meet to develop a self-directed work team pilot program. The national work group shall consist of equal numbers not to exceed a total of six (6) participants in accordance with Article 14 (Work Groups, Committees, Program, and Project Representatives). The primary participants will consist of the FAA Administrator and NAATS President and/or their designees.

**Section 3.** Within ninety (90) days of the implementation of the work group, the Parties shall select a minimum of one (1) facility

per region to implement the agreed-upon self-directed work team model for a one (1) year period. Each self-directed work team shall include at least one (1) supervisor.

**Section 4.** Unless otherwise mutually agreed to, the Parties at the national level shall meet monthly to evaluate the progress of the implementation.

**Section 5.** During the course of the evaluation, the Parties at the national level may modify the self-directed work team pilot program by mutual agreement.

**Section 6.** Within one (1) year of implementation of the self-directed work team pilot program, the Parties shall meet to discuss and evaluate the feasibility of designing a fully agreed-upon national implementation strategy.

#### **ARTICLE 114 FAA POLICIES AND DIRECTIVES**

For the purposes of this agreement, references to FAA Policies and Directives shall be defined as those policies and directives that have been identified to the union and negotiated, as appropriate, or the Union has been given the opportunity to negotiate, as appropriate, and has not responded or declined to do so.

#### **ARTICLE 115 CALENDAR DAYS**

Unless specified to the contrary, whenever the term “days” is used in this agreement, it shall mean calendar days.

#### **ARTICLE 116 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.

**Section 4.** At the request of the Union, upon completion of the A-76 process or in February 2006, whichever comes first, negotiations may be re-opened to consider gain-sharing.

#### **ARTICLE 117 GROUND RULES**

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 118 COPIES OF THE AGREEMENT**

**Section 1.** This Agreement shall be made available to each facility manager and facility representative via electronic means within thirty (30) days, and in booklet form as soon as possible. Where the facility representative does not have access to electronic means, the Employer shall make a disk copy for distribution to the facility representative.

**Section 2.** The Employer shall print this Agreement in booklet form and distribute a copy to each employee in the unit. New employees will be provided with a copy as they are hired. The

Employer shall also provide 1,000 copies of the printed agreement to the national office of the Union.

### **ARTICLE 119 IMPLEMENTATION**

**Section 1.** Bargaining Unit Employees will receive a \$1000.00 one-time lump sum payment minus appropriate payroll deductions, included in their paycheck for pay period 26 of 2003.

**Section 2.** This Agreement, which includes the July 12, 2002, Core Compensation Agreement will be effective February 8, 2004. This effective date supercedes item 28 of the Core Compensation Agreement.

### **ARTICLE 120 DURATION**

This Agreement shall remain in effect until February 8, 2009, 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 five (105) calendar days and not less than sixty (60) 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. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached.

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**APPENDIX 1**

**Pay Agreement**

**between**

**The Federal Aviation Administration**

**and the**

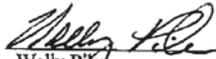
**National Association of Air Traffic Specialists**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NATIONAL ASSOCIATION OF AIR TRAFFIC SPECIALISTS  
AND THE  
FEDERAL AVIATION ADMINISTRATION**

This agreement is made and entered into by and between the National Association of Air Traffic Specialists ("NAATS") and the Federal Aviation Administration ("Agency"). The purpose of this agreement is to define the pay plan for the NAATS bargaining unit.

This agreement between the National Association of Air Traffic Specialists and the Federal Aviation Administration is approved this 12 day of July, 2002.

**FOR THE UNION:**

  
Wally Pike  
President

**FOR THE AGENCY:**

  
Raymond B. Thoman  
Deputy Assistant Administrator for  
Labor Relations

**Pay Setting Rules for Conversion:**

1. All bargaining unit employees will be converted into the Core Compensation Pay Bands as follows as indicated in Appendix A:

FG 5/7/9	F pay band
FG 10/11	G pay band
FG 12	H pay band
FG 13	I pay band

2. Definitions:
  - a. Base Pay (also Base Salary, Rate of Basic Pay). The annual rate to be paid to an employee, not including locality pay or premium pays.
  - b. Adjusted Base Pay. The annual rate of pay, including locality pay but not including premium pays.
  - c. Total Pay. An employee's adjusted base pay, plus premium and applicable allowances.
3. All Employees except those in Temporary Promoted Positions as of the Date of Conversion:

An employee will be converted based on his/her position of record as of the date of conversion to the new NAATS pay system. His/her basic pay will first be computed to include all applicable pay adjustments. The newly computed basic pay will then be compared to the range of the pay band to which the employee is assigned. If the newly computed basic pay is below the minimum of the pay band, basic pay will be adjusted to the band minimum. If the computed basic pay is within the range of the pay band, the employee's basic pay will be set at the newly computed rate. If the newly computed basic pay exceeds the band maximum, the employee's basic pay will be

set at the newly computed rate. Locality pay will then be added at the appropriate percent for the geographic area.

4. Employees Temporarily Promoted Within the Bargaining Unit as of the Date of Conversion:

For the purposes of conversion, an employee on temporary promotion within the bargaining unit will be converted as though he/she is permanently promoted. His/her basic pay in the higher-graded position will be computed to include all applicable pay adjustments (computed based on the grade and step of the position to which temporarily promoted). The newly computed basic pay will then be compared to the range of the pay band to which he/she is assigned. If the newly computed basic pay is below the minimum of the pay band, basic pay will be adjusted to the band minimum. If the computed basic pay is within the range of the pay band, the employee's basic pay will be set at the newly computed rate. If the newly computed basic pay exceeds the band maximum, the employee's basic pay will be set at the newly computed rate. Locality pay will then be added at the appropriate percent for the geographic area.

Upon return to the permanent position of record, the employee's basic pay is computed to include all applicable pay adjustments as if he/she had never left the permanent position. If the newly computed basic pay is below the minimum of the pay band, basic pay will be adjusted to the band minimum. If the computed basic pay is within the range of the pay band, the employee's basic pay will be set at the newly computed rate. If the newly computed basic pay exceeds the band maximum, the employee's basic pay will be set at the newly computed rate. Locality pay will then be added at the appropriate percent for the geographic area.

5. Employees Temporarily Promoted Outside the Bargaining Unit as of the Date of Conversion:

An employee on a temporary promotion outside the bargaining unit will be converted in accordance with the pay rules in effect for that position. Upon return to his/her permanent position of record, the employee's basic pay will be computed to include all applicable pay adjustments as if he/she had never left the permanent position. The newly computed basic pay will then be compared to the range of the pay band to which the employee is assigned. If the employee's newly computed basic pay is below the minimum of the pay band, basic pay will be adjusted to the band minimum. If the computed basic pay is within the range of the pay band, the employee's basic pay will be set at the newly computed rate. If the newly computed basic pay exceeds the band maximum, the employee's basic pay will be set at the newly computed rate. Locality pay will then be added at the appropriate percent for the geographic area.

6. Under no circumstances will an employee's Total Salary in block 20 of the SF-50 be less after conversion to the new pay system than the Total Salary in block 12 of the SF-50 before conversion.
7. **WIG Buyout.** The WIG Buyout amount shall be added to basic pay at the time of conversion to the NAATS pay plan. Employees at the FG step 10 level do not receive a WIG Buyout.

The WIG Buyout shall be calculated as follows:

<b>Percentage of WIG Earned</b> $\frac{\# \text{ Days Since Last WIG}}{\# \text{ Days Between Scheduled WIGs}}$	X	<b>Normal WIG Amount</b> Planned WIG Increase (Excluding Locality Pay)	=	<b>WIG Buyout</b> Pro-Rated WIG Increase
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8. **Air Traffic Control Revitalization Act (ATRA) Pay.** Those employees who receive ATRA on a full-time basis will have

the operational differential rolled into their basic pay at the time of conversion at a rate of 4.1%. If the employee leaves the bargaining unit and goes to another position where ATRA is paid, the new pay will be computed by first backing out the ATRA roll-in. If the employee leaves the bargaining unit to another position that calls for an ATRA roll-in, the employee will be ineligible for the ATRA roll-in of the new position.

9. **Interim Incentive Pay (IIP).** Those employees who receive IIP on a full-time basis will have the IIP rolled into their basic pay at the time of conversion at a rate of 8.2%.
10. **Locality Pay.** Eligible bargaining unit employees will continue to receive locality pay and will have their locality pay adjusted at the same time as government-wide changes.
11. **Job Category.** The category employed in the new plan is “Specialized”.
12. **Career Levels.** A Career Level defines the number of progressions within a particular Job Category. There are four (4) Career Level descriptors identified in Appendix B.
13. **Assignment of Job Series/Grades to Career Levels.** Each current Job Series/grade will be assigned to a new Job Category/Career Level. The assignment of positions in current grades to Career Levels for each Job Category is summarized in Appendix A.
14. **NAATS Pay Adjustments:**
  - a. **Components being retained:**
    - (1) Employees will continue to receive the locality pay adjustments recommended by OPM and approved by the President. The locality adjustment will be effective on the same date as that established for the

rest of the Government. Employees will be guaranteed annual pay adjustments at least equal to the President's Annual Comparability Increase. This amount will be incorporated into the Organizational Success Increase described immediately below.

- (2) Cost of Living Adjustment Pay (COLA). All eligible bargaining unit members will receive COLA Pay as defined by OPM regulations.

**b. Components being added:**

- (1) Organizational Success Increase (OSI).
  - (a) The OSI is an increase to base pay, awarded by the Administrator, that is designed to recognize successful organizational performance.
  - (b) The OSI is funded from a pool consisting of dollars that would have otherwise been spent on the President's Annual Comparability Increase plus a portion of the money that would have previously been spent on within-grade increases and quality step increases. For the purpose of this plan, this portion equals 1% of payroll.
  - (c) The OSI will be effective no later than the beginning of the first full pay period in January of each year following the year it is earned.
- (2) Superior Contribution Increase (SCI):
  - (a) The SCI is an increase to base pay that is designed to recognize individual employees' superior contribution to the agency.
  - (b) The SCI is funded from the remaining portion of the money that would have previously been spent

on within-grade increases and quality step increases. For the purpose of this plan, this is equal to .6% of payroll.

- (c) Pending the development of a performance measurement system for BU employees, all eligible employees will receive an SCI of .6% for the first implementation year of the new plan. For subsequent years, a workgroup consisting of NAATS and Management will be established to complete design of the application of SCI. Within ninety (90) days of the effective date of the Agreement, the Parties agree to convene a workgroup consisting of equal numbers of representatives from the Agency and the Union to develop a performance measurement system to be used for allocating SCI in the NAATS bargaining unit. If the workgroup does not reach agreement on a performance measurement system within one hundred and eighty (180) days after its first meeting, the matter will be referred to the Parties' national representatives for resolution. If the Parties at the national level are unable to agree on a performance measurement system within sixty (60) days of referral, the matter will be submitted as soon as possible to the appropriate dispute resolution process under the FSLMRS or the Parties' Agreement. The SCI will be paid in the year following the year in which it is earned, and the payout will be effective no later than the beginning of the first pay period in January.
- (d) NAATS members of the workgroup shall be in a duty status if otherwise in a duty status. Travel and per diem shall be paid by the employer.

- (3) Eligibility. All employees covered by the NAATS Pay Plan are eligible for the annual OSI/SCI base pay change with the following exceptions:
  - (a) Employees with less than ninety (90) calendar days continuous service with the FAA immediately prior to the end of the performance year (Fiscal Year).
  - (b) Employees with current “Does Not Meet” performance rating. Employees whose rating of record improves to a “Meets Requirements” become eligible, as of the date of the new determination, for both the OSI and SCI.

- 15. **Rate of Basic Pay Exceeds the Pay Band Maximum at the Time of Conversion.** All employees in the NAATS bargaining unit are “grandfathered” in at the time of conversion only. If an employee’s pay at the time of conversion exceeds the maximum rate of the pay band to which the employee is converted, the employee will receive future OSI/SCI increases as part of base pay until such time as the employee’s pay is within the applicable pay band range. Subsequent to that event, increases above the pay band maximum will be paid as lump sums.
- 16. **Annual Adjustment of Pay Bands.** The bands shall be adjusted annually in accordance with the FAA Core Compensation Plan.
- 17. **Dual Compensation.** Retired military officers employed as civilians by the Agency are not subject to a reduction in compensation.
- 18. **Premium Pay.** Except for ATRA operational differential and IIP differential, bargaining unit employees will continue to receive all Premium Pay percentages and differentials as are

currently administered in accordance with applicable laws, regulations, or the parties' collective bargaining agreement.

19. **Hiring.** The pay of a new hire shall be set in accordance with the Core Compensation Pay Plan within the appropriate Band.
20. **Highest Previous Rate (HPR).** HPR is the highest rate of basic pay that an employee earned in current or previous employment with the FAA, another federal agency, or Government Corporation. Managers may use HPR when setting pay upon a promotion, voluntary demotion, or reassignment to a NAATS Pay Plan position with the exception of a mass conversion reassignment to the NAATS plan. Use of HPR to set pay is at the discretion of management. Salaries that result may not exceed pay band maximums.
21. **Reassignments.** When an employee is reassigned, basic pay will remain unchanged. However, the adjusted pay changes to reflect a different locality rate. Bargaining unit employees will not normally be involuntarily reassigned.
22. **Detail.** A detail is a temporary movement to another bargaining unit position, which does not change the employee's position of record and therefore does not change the employee's pay.
23. **Promotion.** Promotions are defined as the movement of an employee to a bargaining unit position with a pay band higher than the employee's current pay band. Upon promotion, an employee shall receive an 8% increase in basic pay or shall be placed at the minimum of the pay band, whichever is greater.
24. **Temporary Promotion.** Upon temporary promotion, an employee shall receive an 8% increase in basic pay or shall be placed at the minimum of the new pay band, whichever is greater. When the employee returns to his/her permanent position of record, basic pay shall be adjusted as if the

employee had never left, including all applicable OSI and SCI adjustments. Employees are not entitled to retain the rate of pay they earned while on temporary promotion, regardless of the duration of the temporary promotion.

25. **Re-Promotion.** When an employee is re-promoted within two years of a demotion, the employee's basic pay will not change if it falls within the new pay band. If the employee's current basic pay is lower than the minimum of the new band, his/her basic pay will be set at the minimum of the new pay band. When the re-promotion occurs two years or more after a demotion, an employee shall receive an 8% increase in basic pay or his/her pay shall be set at the minimum of the new pay band, whichever is greater.
26. **Pay Rules for Initial Movement into the NAATS Bargaining Unit.** The pay rules are identified in Appendix C.
27. The provisions of the FAA Core Compensation Plan will govern any pay matter not covered by this Agreement.
28. **Effective Date.** This pay plan will be effective the first full pay period after the effective date of the collective bargaining agreement.

## Appendix A

Minimum	\$15,800	\$18,100	\$20,500	\$23,600	\$27,100	\$31,100	\$36,400	\$44,400	\$54,100	\$66,000	\$78,900	\$94,300	\$111,200
<b>Pay Band</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
Maximum	\$23,100	\$26,400	\$30,800	\$35,400	\$40,700	\$46,700	\$56,400	\$68,800	\$83,900	\$102,300	\$122,300	\$146,200	\$150,000
						Level 1	Level 2	Level 3	Level 4				
						FG-9 & below	FG-10/11	FG-12	FG-13				

### Specialized Category 2152, (Flight Service Station and Command Center Positions)

Note: Salary ranges do not include locality pay.

**Appendix B**  
**CAREER LEVEL DESCRIPTORS**  
**AIR TRAFFIC CONTROL SPECIALIST, FLIGHT SERVICE OPTION**

**Level 1**

As a student at the FAA Academy or as a controller receiving on-the-job training, performs basic but progressively more difficult tasks under the direction of a supervisor or on-the-job training instructor (OJTI). As training progresses, performs such station duties as operating equipment, filing flight plans, or answering requests for specific information which can be obtained from automated equipment, standard manuals, or handbooks.

Obtains the following flight service certifications as applicable: broadcast, flight data, preflight, weather observer, and NO-TAMS. Obtains any additional certifications required by the facility.

Supervisors, instructors, or OJTIs continuously monitor training to ensure that tasks are performed properly and that procedures are applied correctly. Receives general supervision on positions for which certified.

Acquires and applies knowledge of flight service disciplines including, but not limited to the following: FAA organization, the NAS, fundamentals of air traffic control, air traffic rules and regulations, communication procedures, navigational aids and airway structures, aviation weather, topography, facility equipment, and facility operations.

Applies knowledge needed to learn flight service disciplines and equipment and applies the knowledge learned to positions for which certified.

Specified time periods are established for completing training assignments. With a supervisor, instructor, or OJTI, develops a training plan to use time and resources effectively.

During early stages of training, contacts are primarily internal. During later stages of training, provides limited information to pilots, other station personnel, controllers in other facilities, representatives of other governmental organizations, as well as military and international personnel.

Established policies, procedures, and references provide guidance for most tasks. Supervisors, instructors, or OJTIs continuously observe and evaluate training to ensure that tasks are properly performed and procedures correctly applied.

Training is monitored continuously to ensure that knowledge and skills have been acquired. After certification, work is reviewed for technical soundness and conformance with guidelines and established requirements.

The effect of work is to develop knowledge and skills to prepare the controller for higher levels of responsibility, greater contributions to the organization, and to support the NAS.

## **Level 2**

As an advanced trainee, performs the full range of flight service duties for which previously certified. Obtains additional certifications as required, such as inflight and coordinator. Supervisors, instructors, or OJTIs continuously monitor training to ensure that tasks are performed properly and that procedures are applied correctly. Receives general supervision on positions for which certified.

Provides all necessary meteorological and aeronautical information required by pilots to assist them in making flight decisions and calculations to complete their flights. Selects pertinent information from available data and clearly communicates it to pilots. Data provided includes, but is not limited to the following: weather information, availability of alternate routes, preferred routes, aids to navigation, NOTAMS, and ICAO rules and

procedures. At an AFSS, acquires and applies knowledge leading to inflight and coordinator certification.

Applies knowledge of flight service disciplines needed for certification to perform the full range of FSS duties.

Independently plans use of time and resources while on position(s). When in a developmental status, specified time periods are established for completing training assignments. With a supervisor, instructor, or OJTI, develops a training plan to use time and resources effectively.

Provides information to pilots, other station personnel, controllers in other facilities, representatives of other government organizations, as well as military and international personnel.

Established policies, procedures, and references provide guidance for most tasks. After certification, work is reviewed for technical soundness and conformance with guidelines and established requirements. Training performed in a developmental status is monitored continuously to ensure that knowledge and skills have been acquired.

Work supports pilots, the activities of the station, other air traffic organizations, and the NAS.

### **Level 3**

This is the full performance level (certified station controller) for Flight Service Option air traffic controllers assigned to flight service stations.

Performs the full range of station duties. May furnish on-the-job training to developmental specialists. Duties may include providing automation support to an AFSS or providing en-route flight advisory service.

Receives guidance from a supervisor only in unusual circumstances.

Provides all necessary meteorological and aeronautical information required by pilots to assist them in making flight decisions and calculations to complete their flights. Selects pertinent information from available data and clearly communicates it to pilots. Data provided includes, but is not limited to the following: weather information, availability of alternate routes, preferred routes, aids to navigation, NOTAMs, and ICAO rules and procedures.

Independently plans use of time resources while on position(s).

Provides information to pilots, other station personnel, controllers in other facilities, representatives of other government organizations, as well as military and international personnel.

Established policies, procedures, and references provide guidance for most tasks. Work is reviewed for appropriateness of actions taken, thoroughness, and compliance with requirements.

#### **Level 4**

This is the full performance level for the controllers at the Air Traffic Control Systems Command Center (ATCSCC).

Work supports pilots, the activities of the station, other air traffic organizations, and the NAS.

Performs varying and complex duties involving the monitoring of weather within the National Airspace System at the ATCSCC. May furnish on-the-job training, or other types of training.

Presents meteorological analysis in support of the ATCSCC strategic planning initiative to reduce congestion and improve system performance. Collects and consolidates complete and accurate real-time weather and forecasts. Formulates an in-depth analysis of weather within the NAS. Collaborates on weather

forecasts with air traffic control en route centers, National Weather Service forecasters, and airline meteorological personnel.

Applies comprehensive and technical knowledge of flight service/weather monitoring disciplines, and ATCSCC equipment and communication systems to perform independently the full range of weather monitoring duties.

Broad policies and objectives provide general guidance for addressing issues, but allow considerable discretion to develop new and innovative approaches. Works with management to jointly solve problems. Work is reviewed typically through status reports and updates to ensure technical compliance and alignment with the requirements of the work activity.

Work supports the mission of the ATCSCC, NAS operators, e.g., the airline industry, air traffic control facilities, and other FAA organization.

## Appendix C

### **THE AGENCY HAS DETERMINED THAT THE FOLLOWING PAYRULES WILL BE APPLIED FOR MOVEMENT INTO THE NAATS BARGAINING UNIT UNDER THIS PAY PLAN.**

**New hire:** An individual who is not currently employed by the FAA. This includes individuals hired from the private sector and individuals from other government agencies.

The starting salary of a newly hired employee must be within the pay band assigned to the vacant position. Managers, working collaboratively with Human Resources, may set starting pay anywhere within the lowest 1/3 of the applicable pay band. Offers above the lowest 1/3 may be approved by the official delegated to do so by the head of the LOB.

**Rehire:** An individual, who is not currently employed by the FAA, but was previously an FAA employee. Pay must fit into the appropriate pay band. No pay retention. If pay is below the pay band minimum, raise to the minimum.

#### **Movement from the AT Compensation Plan**

**IPP:** Pay must fit into the applicable pay band. No pay retention. If pay is below band minimum, raise to the minimum.

**Training failures:** Pay must fit into the applicable pay band. No pay retention. If pay is below band minimum, raise to the minimum.

**Level 1 Tower (former FG 10) (Includes special salary rate) moves:** Pay must fit into the appropriate pay band. No pay retention. If pay is below band minimum raise to the minimum.

**VRA:** Follow the same rules for a new hire.

**DOD 2152 Civilians:** Follow the same rules for a New Hire.

## Appendix 2

**Memorandum of Understanding  
Between the  
National Association Of Air Traffic Specialists (NAATS)  
And The  
Federal Aviation Administration (FAA)**

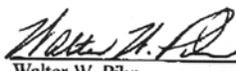
This Memorandum of Understanding ("MOU") is entered into by and between the National Association Of Air Traffic Specialists ("NAATS" or "Union") and the Federal Aviation Administration ("FAA", "Management", or "Agency") (collectively the "Parties"). The purpose of this MOU is to define the circumstances under which the Union may exercise the right to re-open negotiations relative to the administration of Organizational Success Increases (OSI).

**Section 1.** In the event the Agency agrees with any other union to guarantee the annual award of a 1% OSI as a part of the Core Compensation Plan, the Agency will notify NAATS of that event.

**Section 2.** The union will have thirty (30) calendar days from the date of official notification to submit a request to reopen section 14.b.(1)(a) of the FAA/NAATS core compensation agreement, dealing with the discretionary aspects of granting an OSI. The parties will meet within a reasonable period of time to determine whether or not a guaranteed 1% OSI is appropriate for the NAATS bargaining unit. No other aspects of the OSI will be reopened for negotiation under this agreement.

**Section 3.** The expiration date of this MOA will be concurrent with the expiration date of the 2002 Collective Bargaining Agreement.

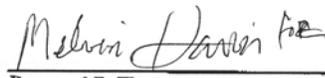
For the NAATS:

  
Walter W. Pike  
President, NAATS

Date

7/12/02

For the FAA:

  
Raymond B. Thoman  
Deputy Assistant Administrator  
Labor and Employee Relations

Date

7/12/02

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## Appendix 3

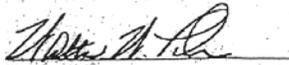
### MEMORANDUM OF UNDERSTANDING Subject: NAATS/FAA Partnership Agreements

The Parties to this Memorandum of Understanding (MOU) are the National Association of Air Traffic Specialists (NAATS) and the Federal Aviation Administration (FAA). The Parties have tentatively agreed to an article on the topic of Mid-Term Bargaining that is to be included in their new master labor agreement. The purpose of this MOU is to clarify the Parties intent, in Section 8 of that article, as it applies to agreements, MOUs, etc. that were developed under the NAATS/FAA Partnership (NFP).

1. NFP agreements remain in full force and effect unless they conflict with the new master agreement.
2. Any NFP agreements that conflict with the new master agreement must be brought into compliance with that agreement by following established NFP procedures.
3. Any disagreements at the local facility level concerning whether an NFP agreement is in conflict with the master agreement shall be elevated to the regional NFP gatekeepers for resolution.
4. Any disagreements at the local facility level concerning whether a particular agreement was developed under the NFP process shall be elevated to the regional NFP gatekeepers for resolution.
5. The new master agreement does not modify, supercede or cancel FAA Order 3710.17, NAATS/FAA Partnership. That order remains in effect until modified through appropriate procedures.
6. Within 90 days of the effective date of the master agreement, the Parties at the appropriate levels shall identify all agreements or MOUs to be considered for termination or retention. This time period may be extended by mutual consent.

This MOU will become valid, upon the effective date of the master agreement.

For the Union



For the FAA



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## Appendix 4

**Memorandum of Understanding  
Between the  
National Association of Air Traffic Specialists (NAATS)  
And The  
Federal Aviation Administration (FAA)**

1. This Memorandum of Understanding (“MOU”) is entered into by and between the National Association of Air Traffic Specialists (“NAATS” or “Union”) and the Federal Aviation Administration (“FAA”, “Management”, or “Agency”) (collectively the “Parties”). This MOU represents the complete and total understanding of the Parties with respect to the national memoranda of understanding that are specifically referenced and therefore included in the 2004 Collective Bargaining Agreement (CBA). The parties agree that the following memoranda of understanding are included in the 2004 CBA:

<b>DATE</b>	<b>TITLE</b>
6/28/96	Automated Surface Observing System (ASOS)
4/28/00	Accountability Board Expansion
6/8/00	Modifications to OASIS Consoles
10/24/00	Addendum to OASIS MOU 056
4/11/02	Multiple In-Service Decision Approach for the Deployment of OASIS
Undated	Charter for the Operational and Support Ability Implementation System (OASIS) Human Factors Workgroup
6/24/00	ASOS Software Version 2.6, Automated Lightning Detection and Reporting System
7/13/00	Model Work Environment (MWE)
8/25/00	Automate Recording of the Daily AFSS Related Records as a Module of the CATTs
8/28/00	Implementation Plan for Human Factors in the AMS
8/28/00	Stand Alone Weather Sensors (SAWS) Program
11/9/00	Collaborative Convective Forecast Product (CCFP)
7/13/01	Presidential FDC NOTAMS – GENOT 1/21
7/27/01	Phase Out/Replace Headsets for all AFSSs
10/23/01	FTS 2001
2/12/02	Development of Automated Flight Service Station Voice Switch at 61 AFSSs
4/26/02	Development and Usage of VFR Waypoints within the AFSS Operational Environment
3/5/02	Agency Policy on Military Leave
7/12/02	Pay Agreement
7/12/02	OSI Reopener
11/1/02	Implementation of the FAA Performance Management System
11/15/02	NAATS CRU-X MOU
12/17/02	FAA Facility Security Management Program (FSMP)
12/20/02	Commercial Activities (A-76) Study of the Flight Service Function

1/13/03	Agency ASOS Product Improvement Plan and Replacement of ASOS Dew Point and Wind Sensors
5/23/03	Proof of Concept Activities for the NOTAMs Multi-Domain Program at MCN, CDC, and BOI AFSSs and Assoc. ATCTs, TRACONS and ZLC
5/23/03	Key-site Testing of the NOTAM Short Term Solution at MCN and CDC AFSSs
8/6/03	NAATS Liaison to Office of Runway Safety (ARI) and Runway Safety Action Teams (RSATs)
8/14/03	Implementation of CBA

2. This Agreement will remain in effect for the life of the 2004 Collective Bargaining Agreement.

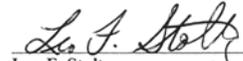
For NAATS:

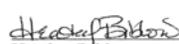
 9/4/03  
 Date  
 Walter W. Pike  
 President, NAATS

 9/4/03  
 Date  
 Bill Dolan  
 Chief Negotiator, NAATS

For the FAA:

 9-4-03  
 Date  
 Raymond B. Thoman  
 Deputy Assistant Administrator,  
 Labor and Employee Relations

 9/4/03  
 Date  
 Leo F. Stoltz  
 Labor Relations Specialist

 9/4/03  
 Date  
 Heather Biblow  
 Assistant Manager, ATX-500

## Appendix 5



UNITED STATES DEPARTMENT OF LABOR  
ASSISTANT SECRETARY FOR LABOR-MANAGEMENT RELATIONS

FEDERAL AVIATION ADMINISTRATION  
DEPARTMENT OF TRANSPORTATION  
800 INDEPENDENCE AVE., S.W., WASHINGTON, D.C. 20590  
(ACTIVITY)

NATIONAL ASSOCIATION OF AIR TRAFFIC SPECIALISTS  
501, 2600 VIRGINIA AVE., N.W., WASHINGTON, D.C. 20037  
(PETITIONER)

FEDERAL AVIATION SCIENCE AND TECHNOLOGICAL ASSN./  
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
1341 G ST., N.W., WASHINGTON, D.C. 20005  
(INTERVENOR)

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO  
400 FIRST ST., N.W., WASHINGTON, D.C. 20001  
(INTERVENOR)

CASE NO. 22-2145(R0)

### CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Area Administrator of the Labor-Management Services Administration, in accordance with the provisions of Executive Order 11491 and in accordance with the Regulations of the Assistant Secretary; and it appearing from the Tally of Ballots that a majority of the valid ballots has been cast for a representative for purposes of exclusive recognition; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that NATIONAL ASSOCIATION OF AIR TRAFFIC SPECIALISTS

has been designated and selected by a majority of the employees of the above-named agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to SECTION 10(e) of Executive Order 11491, the said organization is the exclusive representative of all the employees in such unit.

UNIT: INCLUDED: ALL AIR TRAFFIC CONTROL SPECIALISTS, GS-2152 SERIES, EMPLOYED AT FLIGHT SERVICE STATIONS AND AT INTERNATIONAL FLIGHT SERVICE STATIONS.

EXCLUDED: GS-2152 SERIES PERSONNEL EMPLOYED AT CENTERS, TERMINALS AND COMBINED STAT TOWERS, GS-2152 SERIES EMPLOYEES EMPLOYED IN FLIGHT SERVICE STATIONS AT ~~BOSTON, MASSACHUSETTS; BUFFALO, NEW YORK; MORGANTOWN, WEST VIRGINIA, WINDSOR LOCKS, CONNECTICUT; FORT WORTH, TEXAS; DEMING, NEW MEXICO; NEW ORLEANS, LOUISIANA, SPRINGFIELD, MISSOURI; CHICAGO, ILLINOIS, LA CROSSE, WISCONSIN; AND WICHITA FALLS, TEXAS~~; TELETYPE OPERATOR CLERICALS, ELECTRONIC TECHNICIANS, EVALUATION AND PROFICIENCY SPECIALISTS, EMPLOYEES ENGAGED IN FEDERAL PERSONNEL WORK IN OTHER THAN A PURELY CLERICAL CAPACITY, OTHER MANAGEMENT OFFICIALS AND SUPERVISORS, AND GUARDS AS DEFINED IN THE ORDER.

  
Acting Area Administrator

DATED February 29, 1972

Washington, D. C. Area Office



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY  
WASHINGTON REGION

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
(Activity/Petitioner)

and

CASE NO. WA-RP-90114

NATIONAL ASSOCIATION OF AIR TRAFFIC  
SPECIALISTS  
(Labor Organization/Petitioner)

CLARIFICATION OF UNIT

Pursuant to the Rules and Regulations of the Federal Labor Relations Authority, a joint petition was filed seeking to determine whether the eight employees at located at the Activities' Air Traffic Control Systems Command Center (ATCSCC) in Herndon, Virginia accreted into an existing unit represented by the National Association of Air Traffic Specialists (NAATS).

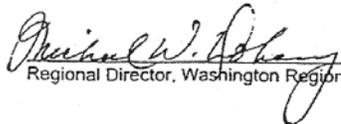
On July 31, 2000, the Regional Director, Washington Region, Federal Labor Relations Authority issued a Decision in the above-referenced matter concluding that the eight employees of the U.S. Department of Transportation, Federal Aviation Administration located at the ATCSCC accreted into the existing unit represented by NAATS.

The parties waived their right to file an Application for Review of the Decision and Order. Pursuant to the Authority vested in me as the Regional Director, IT IS ORDERED that the existing worldwide unit represented by NAATS is clarified to include the Air Traffic Control Specialists transferred to the "Weather Unit" of the ATCSCC in Herndon, Virginia. The existing unit is described as follows:

**Included:** All Air Traffic Control Specialists, FG-2152 series, employed by the U.S. Department of Transportation, Federal Aviation Administration, including students at the FAA Academy and Automation Specialists, assigned to the flight service option at Flight Service Stations, International Flight Stations, Flight Services Data Processing Systems sites and at the "Weather Unit" of the Air Traffic Control System Command Center, Herndon, Virginia.

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

FEDERAL LABOR RELATIONS AUTHORITY

  
Regional Director, Washington Region

BUS

Dated: July 31, 2000  
Attachment: Service Sheet

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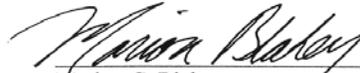
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This agreement between the Federal Aviation Administration and the National Association of Air Traffic Specialists is approved and is effective February 8, 2004.



Walter W. Pike  
President, NAATS



Marion C. Blakey  
Administrator, FAA