

**PASS-AF Term Agreements
Human Resource Management (AHR)**

**AGREEMENT
between the**

**PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS DIVISION,
DISTRICT NO. 6 - MEBA/NMU AFL-CIO
and the**

FEDERAL AVIATION ADMINISTRATION

Effective July 2, 2000

TABLE OF CONTENTS

[Article 1 Parties to the Agreement/Recognition](#)
[Article 2 Employee Rights and Responsibilities](#)
[Article 3 Union Representatives](#)
[Article 4 Management Rights](#)
[Article 5 Grievance Procedures](#)
[Article 6 Disciplinary Actions](#)
[Article 7 Personal Records and Official Personnel Folder](#)
[Article 8 Reduction-In-Force](#)
[Article 9 Facility Closings & Staffing Adjustments Affecting Work Force](#)
[Article 10 Contracting Out](#)
[Article 11 NAS Modernization](#)
[Article 12 Career Level Definitions](#)
[Article 13 Airways Facilities Performance Planning Program](#)
[Article 14 Qualification Standards](#)
[Article 15 National Bidding Procedures for Promotion](#)
[Article 16 Promotions](#)
[Article 17 Temporary Promotions/Details](#)
[Article 18 Employee's Private Number and Contact](#)
[Article 19 Use of Telephones and Recorded Lines](#)
[Article 20 Security](#)
[Article 21 Job Task Analysis](#)
[Article 22 Moving Expenses/Permanent Change of Station \(PCS\)](#)
[Article 23 Return Rights from Overseas Locations and Home Leave](#)
[Article 24 Travel Expenses for Interviews](#)
[Article 25 Temporary Assignment and Associated Per Diem](#)
[Article 26 FAA Technical Training Travel](#)
[Article 27 On-the-Job Training](#)
[Article 28 Shift Adjustment for Education](#)
[Article 29 Training](#)
[Article 30 Directed Study](#)
[Article 31 Government Credit Card](#)
[Article 32 Wages](#)
[Article 33 Overtime](#)
[Article 34 FLSA Amendments](#)
[Article 35 Compensation](#)
[Article 36 Pay Retention](#)
[Article 37 Retirement and Benefits](#)

[Article 38 Performance and Incentive Awards](#)
[Article 39 Allotments for Union Programs](#)
[Article 40 Employee Involvement Process](#)
[Article 41 Holidays](#)
[Article 42 Annual Leave](#)
[Article 43 Sick Leave](#)
[Article 44 Family Leave](#)
[Article 45 Jury Duty and Court Leave](#)
[Article 46 Shift Adjustment for Education](#)
[Article 47 Sick Leave Conversion](#)
[Article 48 Absence for Special Circumstances](#)
[Article 49 Local/Work Site Travel](#)
[Article 50 Watch Schedules and Shift Assignments](#)
[Article 51 Working Hours](#)
[Article 52 Occupational Safety and Health](#)
[Article 53 Hazardous Duty/Environmental Differential Pay](#)
[Article 54 Asbestos](#)
[Article 55 Facility Restoration](#)
[Article 56 Child Care Centers](#)
[Article 57 Assignment of Temporarily Disabled Employees](#)
[Article 58 Parking](#)
[Article 59 Dress Code](#)
[Article 60 Cafeterias, Lunchrooms, Ready Rooms](#)
[Article 61 Personal Property Claims](#)
[Article 62 Special Military Operations Program](#)
[Article 63 Communications of Union Presence](#)
[Article 64 Use of Employer's Facilities and Support](#)
[Article 65 Agency Directives](#)
[Article 66 National Airspace System \(NAS\) Technical Data and Directives](#)
[Article 67 Technical Inspection Reports](#)
[Article 68 Dues Withholding](#)
[Article 69 Local/Regional Relationships](#)
[Article 70 National Relationship](#)
[Article 71 Official Time and Travel and Per Diem for Regional Vice Presidents and Assistants](#)
[Article 72 Substance Testing](#)
[Article 73 Leave Transfer](#)
[Article 74 Fare Subsidies for Employees](#)
[Article 75 Flexible Spending Accounts](#)
[Article 76 Cultural Diversity and Equal Employment Opportunity](#)
[Article 77 Publicizing the Agreement](#)
[Article 78 Effect of Legislation and Government-Wide Rules](#)
[Article 79 Effect of the Agreement](#)
[Article 80 Duration](#)

[New Pass Airway Facilities Pay Plan](#)

[Appendix I - Clarification of Unit](#)

[Appendix II - Access to the Cockpit](#)

[Appendix III – \(MOA\) Asbestos Bystander Policy](#)

[Appendix IV - \(MOA\) Eastern Regional Office](#)

[Appendix V - \(MOA\) Pay Plan Clarifications](#)

[PASS-AF Operational Quick Reference Guide](#)

ARTICLE 1 - Parties to the Agreement/Recognition

Section 1. This Agreement is made by and between the Professional Airways Systems Specialists (AFL-CIO), hereinafter referred to as the Union, and the Federal Aviation Administration, Department of Transportation, hereinafter referred to as the Employer.

Section 2. The Employer recognizes the Union as the exclusive bargaining representative for all employees for whom it has been certified as the exclusive representative by the Federal Labor Relations Authority in, Case No. WA-RP-80004 (attached as Appendix I). Other employees for whom the Union is or may be certified as the exclusive representative shall not be covered by this Agreement.

ARTICLE 2 - Employee Rights and Responsibilities

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

Section 2. The initiation of a grievance in good faith by an employee will not reflect adversely on the employee's loyalty or reputation.

Section 3. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary or potential disciplinary situation concerning that employee, the affected employee shall be so notified of the subject matter in advance. The employee shall also be notified of his/her right to be accompanied by a Union representative if he/she so desires, and shall be given a reasonable opportunity both to obtain such representation, and confer confidentially with the representative before the beginning of the meeting.

If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the 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 3** of this Agreement. Such meetings will not be unreasonably delayed due to the unavailability of a Union representative.

This Section applies to the above such meetings conducted by all Management representatives, including DOT/FAA security agents and agents of the Inspector General.

Section 4. If the Employer decides to hold a meeting under Section 3 of this Article by telephone in lieu of an on site meeting, the employee may request his or her representative be present during the telephone discussion. The Employer will provide the necessary conference capability for all Parties. It shall be the employee's responsibility to make arrangements for the Union to participate in the telephonic meeting. Unrecorded FAA telephone lines shall be used.

Section 5. An employee is prohibited from engaging in conduct prejudicial to the Government.

Section 6. Where more than one employee performs tasks or maintenance on a particular assigned facility/system/subsystem, the individual assigned that facility/system or subsystem shall not be held responsible for the action or inaction of others.

Section 7. Any employee requiring representation, who wishes to contact a Union representative, shall be authorized to do so when operational requirements permit. Contact may be in person or by official, unmonitored, government telephone.

Section 8. Employees may be notified of the opportunity to participate in various charitable drives and savings bond campaigns; however, no distinctions shall be made or recorded between participants and non-participants.

Section 9. The Employer's nepotism policies shall be uniformly administered.

Section 10. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds or accepts a position in another FAA facility, he/she may apply for reassignment to an equal/lower position through Internal Placement Procedures (IPP) for bargaining unit vacancies at or near the spouse's location. The Employer retains the right to fill vacancies from any available source.

Section 11. Employees will be given reasonable access to the FAA's Personnel Management System document at all levels.

Section 12. In the performance of his/her official duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988 (P.L. 100-694), regarding personal liability for damages, loss of property, personal injury or death, arising or resulting from the negligent or wrongful act or omission of the employee.

Section 13. The Employer agrees that employees shall be protected against reprisal for the lawful disclosure of information, which the employee reasonably believes, evidences:

- a. a violation of any law, rule, or regulation,
- b. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Employees are not protected against the disclosure of classified information or records covered by the Privacy Act.

ARTICLE 3 - Union Representatives

Section 1. Designation of Union representatives to deal with an equivalent level of management authority will be patterned from the Employer's direct line of supervision/management. A first level Union representative shall deal with the first level supervisor. A second level Union representative shall deal with the second level supervisor. Union representatives may not cross organizational lines unless they are within the normal commuting area. The Union Regional Vice President shall normally deal with the Employer's regional division manager or his/her designee. The Employer shall deal with the national officers of PASS at the national (Washington, D.C.) level. Any representative may designate an alternate to act in his/her behalf in the representative's absence or unavailability due to leave or work assignment. Note: A manager and his/her assistant manager and a supervisor and his/her assistant supervisor are considered one level of management/supervision. The supervisor/manager of an organizational level is responsible for establishing personnel policy, practices and procedures for that organization. The Union representative for that organization will deal with the supervisor/manager, or his/her designee in his/her absence or unavailability due to leave or work assignment, on all matters arising under this agreement. Where a Union representative is designated to represent more than one organizational level, he/she shall initially deal at the lowest level appropriate to the issues involved. Representative or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with the Employer at the level designated.

Section 2. The Union shall provide the appropriate manager with names of all Union representatives within their organization. All designations will be in writing and kept current. The Union may post the names, home phone numbers, e-mail addresses, pager numbers, and Union Internet addresses of representatives on Union bulletin boards.

Section 3. 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 concerning any grievance or personnel policies or practices, or other general condition of employment. The Employer shall advise the Union at the corresponding level, in advance, of the subject matter. This does not apply to formal negotiations under **Articles 69 and 70**.

Section 4. The Employer shall exhaust all other remedies prior to detailing a Union representative to supervisory duties or to any other duties outside the bargaining unit or to unreasonable geographic separation from his/her constituency. Provided, however, a Union representative may volunteer for any such assignments, in which case(s) he/she shall be considered along with other unit employees. When a Union representative is detailed to a supervisory position, the Union may designate a temporary representative.

Section 5. Subject to security, the Union's representatives and officers shall be permitted to visit the Airway Facilities field locations of the Employer. Arrangements for these visits will be made three (3) work days in advance.

Section 6. Union members who are elected or appointed to serve in an official capacity as a representative of the Union shall, upon request, be entitled to a leave of absence of up to the duration of their terms of office or appointment. A Union member on such leave of absence shall be entitled to all benefits provided by law.

Upon completion of the period of LWOP, the three (3) national Union officials shall normally be returned to duty at the facility to which he/she was assigned prior to his/her assuming LWOP status. By mutual agreement between the Union official and his/her 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 LWOP status. In the event there is a reduction-in-force at that facility while the Union official is in a LWOP status, the Union official's future duty station status and duty location shall be determined in accordance with [Article 8](#) of this Agreement.

Section 7. It is the intent of the Parties that Union representatives shall be released for valid representational duties to the extent practicable. Union representatives will not leave their assigned work areas and/or assigned tasks to conduct activities, as provided for in this Agreement, without obtaining prior approval from their immediate supervisor.

Section 8. If otherwise in a duty status, Union representatives as defined in Section 1 and 2, who have not previously had PASS Representative training, shall be granted, on a one-time basis, official time for one course not to exceed forty (40) hours, including travel time, to attend the PASS representative school. Travel expenses shall not be paid by the Employer under this Section. The Union shall notify the Employer in writing forty-five days prior to the start of the PASS Representative training course. Employees will not normally be released for this training during prime vacation time periods unless operational requirements permit.

Section 9. Union representatives shall be allowed up to two (2) hours at orientation meetings of new employees to explain the role and responsibilities of the Union. If the Union representative is not located at the site of the orientation, no travel time, expenses, or overtime is authorized. The meeting shall be private.

Section 10. Each Union representative as designated in Section 1 of this Article shall be granted eight (8) hours of excused absence to receive orientation on the meaning of the Articles of this Agreement. In the event the representative is permanently replaced, his/her successor shall likewise be granted eight (8) hours of excused absence to receive orientation on the meaning of the Articles of this Agreement.

Section 11. In accordance with law, no more than nine (9) of the Union's legislative representatives per year will be allowed thirty-two (32) hours of official time each to participate in the Union's legislative activities as operational requirements permit. Travel expenses shall not be paid by the Employer under this Section.

Section 12. Union representatives, as defined in [Article 3](#), shall be granted annual leave or earned comp time or leave without pay to attend regular Union meetings, as operational requirements permit.

Section 13. Other employees who attend Union meetings shall be granted annual leave, earned comp time or leave without pay at their option, as operational requirements permit.

Section 14. Union Delegates, Alternates and National Committee members shall be granted annual leave or earned comp time or leave without pay, at their option, to attend the National PASS meeting, the District-wide MEBA meeting, and the National MEBA Convention. If an individual named above is the only employee available possessing certain skills, the Employer reserves the right not to release him/her for attendance. Leave requests shall be filed at least forty-five (45) days in advance of the Convention or meetings.

Union representatives may be granted excused absence for short periods of time, ordinarily not to exceed eight (8) hours of time, to receive information, briefings, or orientation by the Union and Employer relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Union shall submit an agenda 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.

ARTICLE 4 - Management Rights

Section 1. The Employer retains all mandatory and discretionary rights reserved to the Employer as set forth in 5 U.S.C. 7106.

ARTICLE 5 - 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 unit employee; or
- c. by a unit employee or either Party concerning:
 1. the effect or interpretation, or claim of breach of this collective bargaining Agreement and/or any agreement reached under **Articles 69 and/or 70** herein; or
 2. 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
 3. any claimed violation of a past practice.

Section 2. This Article provides the procedure for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, 5, and 6, it shall be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees, or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

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

- a. Any claimed violation of subchapter III of Chapter 73, Title 5, U.S.C. (relating to prohibited political activities);
- b. Retirement, life insurance, health insurance;
- c. A suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters);
- d. Any examination, certification, or appointment, Title 5, U.S.C. 7121(c)(4);
- e. The classification of any position which does not result in the reduction in pay of an employee;
- f. The removal of probationers;
- g. A reduction in force. If RIF is not covered by a statutory procedure, it is agreed that a dispute resolution procedure relating to any grievances concerning a reduction-in-force will be negotiated by the Parties in conjunction with the negotiation of reduction-in-force procedures under **Article 8**, Section 2.

Section 4. In matters relating to 5 U.S.C. 2302(b)(1) dealing with certain discriminatory practices, an aggrieved employee shall have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

Section 5. In matters involving a removal or reduction in pay for unacceptable performance, or a removal, suspension for more than fourteen (14) days, 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 other statutory appeals procedure, but not both.

Section 6. In matters relating to overtime entitlement under the Fair Labor Standards Act, as amended, the compliance and complaint system shall be administered in accordance with Office of Personnel Management regulations.

Section 7. The employee and his/her representative shall be given a reasonable amount of official time to prepare the grievance if they are otherwise in a duty status and the representative conducts such preparation at

his/her duty location.

Section 8. Grievances filed by employee(s) or by the Union on behalf of employee(s).

Grievances concerning disciplinary actions, as defined in Article 6, Section 1 of this Agreement, are to be submitted in writing beginning with Step 2, rather than Step 1, of this procedure no later than twenty-one (21) calendar days after the date of the action.

Step 1. An aggrieved employee and/or his/her Union representative may file a written grievance with his/her immediate supervisor within twenty-one (21) calendar days of the date of the event giving rise to the grievance or within twenty-one (21) calendar days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on a grievance form supplied by the Employer and shall contain the name of the grievant, the Article(s) of the Agreement, if any, alleged to have been violated, a description of the facts surrounding the grievance, the corrective action desired, and the Union representative's name. The supervisor shall answer the grievance in writing within fifteen (15) calendar days. A copy of the answer shall simultaneously be provided to the appropriate Union representative.

Step 2. If the employee or the Union is not satisfied with the answer or in the case of grievances involving disciplinary actions, the grievance may be submitted to the manager of the employee's sector, systems management office, or branch, as appropriate, within twenty-one (21) calendar days from the receipt of the answer. A copy of the grievance shall also be submitted to the manager, Airway Facilities division or NAS Implementation Program Director. A decision shall be delivered to the employee with a copy by certified mail to the appropriate Union representative and to the Union's Regional Vice President within thirty (30) calendar days of the date the grievance was received.

Step 3. If the Union is not satisfied with the decision, the Union at the Regional level may within fifteen (15) calendar days following receipt of the decision, advise the manager, of the labor relations branch, at the regional office, by certified mail, that it desires the matter to be reviewed by the NAS Implementation Program Director or Manager, Airway Facilities division or their designees. The Union will be notified by certified mail within fifteen (15) calendar days of the Agency's decision. At least once quarterly, the Union's Regional Vice President, or his/her designee, and the manager, of the Airway Facilities division and NAS Implementation Program Director, and the manager, of the labor relations branch, and/or staff, or their designees, shall meet to discuss and attempt to resolve grievances pending under Section 8 of this procedure. The Union representative(s) shall be on official time if otherwise in a duty status, including travel time. Travel and per diem expenses for the Regional Vice President or his/her designee will be authorized for one (1) meeting per quarter, under this Article.

Step 4. The Union at the national level may within thirty (30) calendar days following receipt of the Step 3 decision, or the date the Step 3 decision was due, advise the FAA's Director, Office of Labor and Employee Relations, by certified mail that it desires the matter to be submitted to arbitration. The Parties will create a panel of three (3) mutually acceptable arbitrators. Each Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Within thirty (30) calendar days after receipt of the request for arbitration, an arbitrator shall be selected from the regional panel by the Parties or by alternately striking names until one remains. If an arbitrator is not selected and an Agreement on the scheduling of a hearing is not reached within, 180 days the grievance is automatically void.

Step 5. The grievance shall be heard by the arbitrator 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 if otherwise in an active duty status. The number of witnesses shall be limited to those determined necessary by the arbitrator and who can be spared from their duties without interference to the mission of the facility. The Employer will make every reasonable effort to release employees called as witnesses. FAA employees who are called as witnesses shall be in a duty status if otherwise in a duty status. Each Party shall bear the expense of its own witnesses. The arbitrator shall submit his/her report to the FAA and the Union representative, as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

Section 9. Grievances Filed by Union or Employer.

Step 1. In the case of any grievance either Party may have against the other, the moving Party shall submit the

grievance in writing by certified mail to the other Party at the corresponding level within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:

- a. The facts upon which the grievance is based.
- b. The Article and Section, if any, of the Agreement alleged to have been violated.
- c. The corrective action sought.

Step 2. The responding Party shall answer the grievance in writing within fifteen (15) calendar days following the date the grievance was received. If the moving Party is not satisfied with the answer and desires the matter to be submitted to arbitration, it shall, at the national level, so advise the FAA's Director of Labor Relations or the President of the Union as appropriate by certified mail within twenty (20) calendar days following receipt of the respondent's answer or the date the answer was due. The Parties will create a national panel of three (3) mutually acceptable arbitrators. Each Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. An arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains. If an arbitrator is not selected and an Agreement on the scheduling of the hearing is not reached within 180 days, the grievance is automatically void.

Step 3. The grievance hearing shall be conducted by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. Each Party shall bear the expense of its own witnesses. 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 before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

Section 10. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied the arbitrator.

Section 11. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In disciplinary cases, the arbitrator may vary the penalty to conform to his/her decision provided it is consistent with law and the FAA PMS. In accordance with 5 U.S.C. Section 7122(b), the Parties acknowledge that the Arbitrator has the authority to render a remedy in accordance with all of the provisions of 5 U.S.C. 5596.

Section 12. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level. Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by management, unless an extension of time limits has been agreed upon. Failure of management to render a decision within any of the time limits specified in this Article shall entitle the grievant to progress the grievance to the next step without a decision.

Section 13. In the handling of grievances under this Article, and where law and OPM regulations permit, the Union shall have access to official records directly related to the grievance.

Section 14. The Parties retain their rights under 5 U.S.C. 7122 and 7123.

Section 15. In lieu of the normal arbitration procedures in this Article, the Parties at the national level may refer a particular grievance to expedited arbitration. 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 transcript, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible but no later than eight (8) days after the official closing of the hearing unless otherwise agreed between the Parties. Determinations as to whether expedited arbitration shall be utilized 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.

Section 16. The Parties at the national level may, by mutual Agreement, agree to stipulate the facts and the

issue in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 17. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision at the same time the case is submitted to the Arbitrator on the merits, unless otherwise agreed by the Parties.

ARTICLE 6 - Disciplinary Actions

Section 1. For purposes of this Agreement, a formal disciplinary action is defined as a written reprimand, a suspension, a removal, a reduction in pay for conduct, or a furlough of thirty days or less for reasons other than a lapse of Congressional appropriations. Except as provided in Section 12, this Article does not apply to the removal of probationers.

Section 2. Any disciplinary action taken by the Employer shall be progressive, corrective, and remedial in nature so as to address specific conduct. The Employer shall consider whether the problem can be resolved through such corrective action as closer supervision, admonition, or oral reprimand, prior to initiating formal disciplinary action. Disciplinary action taken by the Employer shall not in any case be punitive in nature. Retraining and/or recertification shall not be used as disciplinary actions.

Section 3. Disciplinary actions shall be taken only for just cause and will be fair and equitable as governed by the FAA PMS, applicable FAA directives, and this Agreement. Actions may be taken only for such cause as will promote the efficiency of the Federal service and warranted by just and substantial cause. Actions based on conduct must be supported by a preponderance of evidence. Actions based on performance must be supported by substantial evidence.

Section 4. Supervisors are responsible for determining if corrective disciplinary action is warranted. Whether the action decided upon is formal or informal, the principles set out in this Section should be observed in determining the severity of the discipline. Not all factors apply in every case. Some of the factors may weigh in the employee's favor, while others may not or may even constitute aggravating circumstances. All factors must be considered and a responsible balance reached. These factors do not apply to actions based on performance or non-disciplinary removals.

- a. the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- b. the employee's job level and type of employment, including supervisor or fiduciary role, contacts with the public, and prominence of the position;
- c. the employee's past disciplinary record;
- d. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- e. the effect of the offense upon the employee's ability to perform at a satisfactory level, and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;
- f. the consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- g. the consistency of the penalty with any applicable agency table of penalties;
- h. the notoriety and/or egregiousness of the offense, or its impact upon the reputation of the agency;
- i. the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- j. the potential for the employee's rehabilitation;
- k. the mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and
- l. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 5. An employee against whom a disciplinary action is proposed shall be provided a notice of the proposed action as follows:

Written reprimand – No advance notice required

Suspension – 15 days

Reduction in pay – 30 days

Removal – 30 days

Shorter notice periods may be given as provided for in the FAA PMS, Chapter 3, Section 3 (r) when there is reasonable cause to believe an employee has committed a crime for which a sentence of imprisonment may be imposed, or when by the employee's conduct, continued presence in the work place poses an imminent threat to employees and/or Agency property.

Section 6. No employee shall have disciplinary action taken against him/her because of an occasional debt complaint, unless it is established that the employee's non-payment of a just private debt has or will have a harmful effect on the performance of his/her duties. The Employer shall not assist a creditor or process server in any manner, except as required by law.

Section 7. An employee against whom disciplinary action is proposed may file a grievance under [Article 5](#) of this Agreement, or appeal the action under any other applicable statutory procedure, but not both.

Section 8. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Disciplinary actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary action.

Section 9. An employee against whom action is proposed under this Article shall have the right to review all of the information relied upon to support the action and shall be given a copy upon request.

Section 10. At the employee's request, the Union shall be provided with a copy of all the information relied upon to support the action.

Section 11. The employee and his/her representative at the facility shall be granted a reasonable amount of official time, provided they are otherwise in a duty status, of up to eight (8) hours in a case involving removals, reductions in pay, or suspensions of more than fourteen (14) days; of up to four (4) hour in cases involving suspensions of fourteen (14) days or less; and up to two (2) hours in other cases, for preparation and presentation of answers to proposed actions under this Article. The official time authorized in this Section may be extended for good cause shown.

Section 12. At the time of removal, a probationary employee shall be given a written statement of the reason(s) for the removal action.**

** Removals of probationary employees still remains an exclusion from the provisions of **Article 5**, Grievance Procedure.

ARTICLE 7 - Personnel Records and Official Personnel Folder

Section 1. Official Personnel Folders will be maintained in accordance with applicable laws and regulations. Only information authorized by law or regulation will be maintained in the Official Personnel Folder.

Section 2. Each employee or his/her personal representative designated in writing will, upon request, have access to copy or photocopy any document contained in his/her Official Personnel Folder, with the exception of records restricted by law or regulation.

Section 3. No information contained in an employee's Official Personnel Folder, which is not available to the employee or his/her representative for inspection will be made available to any unauthorized person for inspection or photocopy. Such information will be made available to any authorized person only for official use.

Section 4. Upon an employee's written request, his/her Folder and its contents shall be forwarded to his/her first level supervisor, except for the material restricted by law or government wide 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. If the Folder cannot be provided within thirty (30) days, the employee will be notified in writing when the Folder will be available.

Section 5. The employee shall be permitted to examine his/her Folder as forwarded to the first level supervisor, in the presence of a management official.

Section 6.

- a. Records, notes or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act.
- b. If such records, notes or diaries are used as a basis to support an action under [Article 6](#), they shall be provided to the employee.
- c. If an employee is shown a note, record, or diary as part of the administrative process, he/she may submit a written response.

Section 7. The employee record card, SF-7B, shall be optional. Any reference to a letter of reprimand, which has been removed from the OPF, must be expunged from the employee record card. The information recorded on the SF-7B is subject to the requirements in Section 6.b. above.

ARTICLE 8 - Reduction-In-Force

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

Section 2. The Employer agrees to notify the Union when it is determined that a RIF action will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that Management has authorized for staffing. At this time, the Employer and the Union will negotiate the procedures that Management will follow in the implementation of the RIF in accordance with [Article 69](#) or [70](#), as appropriate. This notification shall be made at least ninety (90) days before implementation.

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

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

ARTICLE 9 - Facility Closings and Staffing Adjustments Affecting the Work Force

Section 1. The Employer at the regional level agrees to provide the Union's regional representative with a copy of the current and updated plans for projected facility closings, staffing reductions, and position abolishments. The plan shall include, but shall not be limited to, a Facility Service Equipment Profile (FSEP) and risk assessment analysis, if available.

Section 2. The Employer at the regional level agrees to notify the Union's regional representative as far in advance as possible, normally at least ninety (90) days, prior to formally proposing or implementing changes or facility closings affecting the size, composition or duty station of the bargaining unit work force.

Section 3. The Employer agrees to provide the Union's regional representative with notice of specific planned position abolishments, normally at least thirty (30) days, prior to issuing a letter of proposed reassignment or other personnel action. The Union's regional representative agrees to provide the Employer with its views on the planned abolishments within fifteen (15) days of the Employer's notice to the Union.

Section 4. The Employer at the regional level agrees to maintain and make available to employees and the

Union's regional representative a list of all current and projected vacancies available for the placement of surplus employees within the region.

Section 5. Employees whose positions are eliminated as a result of changes or facility closings shall be offered the opportunity to be reassigned to available positions, of equal or lower pay band for which they are qualified, within their region. Where appropriate, employees will be considered for positions outside of their areas of specialization.

Section 6. The Employer shall not fill a bargaining unit position of comparable or lower pay band within the region until the surplus employees are placed or given an opportunity to accept the position.

Section 7. Bargaining unit employees who are affected by changes resulting from a realignment of the workforce, shall be entitled to receive all benefits provided by law, rule or regulation including those provided under the FAA PMS and directives. 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.

Section 8. Where facility closings or changes result in excess staffing, procedures for effecting reassignments shall be as follows:

- a. A notice requesting volunteers for reassignment shall be posted in a prominent place. The notice shall include a listing of unit positions the region intends to fill which are of equal or lower pay band and for which the affected employees are qualified. The closing date for applications from volunteers shall be included in the notice. A copy of the notice shall be provided to the Union's regional representative prior to posting.
- b. The volunteer whose qualifications most closely matches those needed for the position in question will be selected. If there are two or more equally qualified applicants for a particular position, the region shall select the employee with the greater service computation date (SCD) seniority. In the event of identical SCD's, FAA/CAA seniority will prevail.
- c. In the event there is not a sufficient number of volunteers to bring staffing levels down to the proper number and, where some positions will remain at the facility, the Employer will make selection for these positions after consideration of the following factors:
 - (1) Those employees determined to be fully qualified for the remaining positions shall be selected.
 - (2) If an insufficient number of employees are fully qualified, the remaining qualified employee(s) whose qualifications most closely match those needed for the remaining positions in question will be selected.
 - (3) If in applying the procedures in (1) and (2) above, two or more employees are deemed to be equally qualified for the position in question, the employee with the greatest service computation date (SCD) seniority shall be selected. In the event of identical SCD's, FAA/CAA seniority will prevail.

Section 9. When authorized, employees will be reimbursed for moving expenses in accordance with the FAA PMS, travel directives, and this Agreement.

Section 10. These procedures are not applicable to and do not preclude employees from voluntarily applying for reassignments in an equal or lower pay band under the Agency's established Internal Placement and Merit Promotion Procedures.

Section 11. Employees who have been involuntarily reassigned may apply for subsequent vacancies that occur

at their former duty station, by submitting a written request through their SMO/Branch manager. The request must be received prior to a selection to fill the position.

Section 12. If a similar pay band vacancy occurs within one (1) year of the employee's reassignment from the former facility to the new facility, he/she will be given priority consideration for selection in advance of filling the vacancy by other means.

Section 13. In cases where a dispute arises regarding an employee transfer under the procedures of this Article and an employee files a grievance regarding the transfer, the Union at the regional level may submit the grievance for consideration by the AF division manager. The division manager will have three (3) working days to consider the grievance and to notify the regional Union representative of his/her decision regarding the grievance. If the grievance is not resolved, the Union's regional representative may refer the grievance to the national level. The Parties at the national level agree to refer the grievance to expedited arbitration when the Union alleges the Employer improperly selected an employee:

- a. to remain at his/her location or,
- b. for reassignment to a vacant position in a different geographic location from among a group of volunteers for that position.

The Parties at the national level shall select an arbitrator from a previously established panel of arbitrators. The hearing shall be conducted as soon as possible and shall be informal in nature. There shall be no briefs, no official transcript, no formal rules of evidence, and the arbitrator shall issue a decision as soon as possible but no later than five (5) days after the official closing of the hearing unless agreed to otherwise by the Parties.

Section 14. If the region determines that the changes in work force requirements are of such magnitude that all employees affected cannot be accommodated by reassignment, then reduction-in-force procedures will apply rather than the procedures described in the preceding sections of this Article.

Section 15. Prior to any National realignment of the workforce, the Employer at the National level agrees to provide the Union with a copy of the current plans and any risk assessment plans, if available, for the national realignment. Prior to making any changes, the Employer shall provide notice to the Union in accordance with [Article 70](#).

ARTICLE 10 - Contracting Out

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

Section 2. Prior to finalizing a decision to contract out work currently performed by bargaining unit employees, the Employer shall negotiate with the Union to the full extent required by 5 U.S.C. Chapter 71 and this Agreement.

ARTICLE 11 - NAS Modernization

Section 1. The Parties agree that it is mutually beneficial for the Union to be involved in the various phases of acquisition lifecycle through deployment of all new technologies and changes to existing technologies and their applications.

Section 2. When a decision is made by the Employer to involve the Union in the development of Mission Needs and Requirements, the Union shall have the opportunity to provide input prior to finalization of Mission Needs/Requirements.

Section 3. Employees will be trained on new technologies in accordance with [Article 29](#).

ARTICLE 12 - Career Level Definitions

Section 1. Each employee covered by this Agreement shall be provided a career level definition which accurately reflects the major duties of his/her position. If an employee believes that his/her career level definition 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 career level definition may be grieved under this Agreement.

Section 2. The use of standardized career level definitions (CLD's) will be the practice, not the exception, in the FAA. The Union may submit written recommendations and present supporting evidence concerning the adequacy of any bargaining unit career level definitions to the appropriate human resource division. The Employer agrees to review the presentation and advise the Union in writing of the results of the review.

Section 3. The Employer shall notify the Union, at the appropriate level, at least thirty (30) days in advance, when significant changes are to be made in career level definitions covering bargaining unit positions.

Section 4. The Employer agrees to develop career level definitions in accordance with the FAA PMS and directives. The PMS will standardize and reduce the number and length of current career level definitions (CLD's), to make them simpler to use and more understandable for both managers and employees.

ARTICLE 13 - Airways Facilities Performance Planning Program

Section 1. The Airways Facilities Performance Planning Program (AFPPP) will be administered in accordance with the FAA Performance Planning and Recognition System, the FAA Personnel Management System, and this Agreement. The Parties agree that the substance and policy of the AFPPP will not be subject to supplement or change by the regions. However, regionally implemented administrative procedures may be issued, as appropriate. Performance appraisals shall be made in a fair and equitable manner.

Section 2. Consistent with the provisions of the AFPPP and the Employer's right to establish outcomes/expectations for employees, national outcome/expectations will be developed and used for those positions within the bargaining unit with nationally classified career level definitions. These national outcomes/expectations will be the basis on which employees will be rated and must reflect the critical aspects of performance for which that employee is responsible. The critical outcomes/expectations will be consistent with and directly related to the major duties and responsibilities described in the career level definition of each bargaining unit position. Any non-critical outcomes/expectations will be determined by the Employer at the local level. All outcomes/expectations must be stated in writing with a copy provided to the employee prior to the beginning of the appraisal period

Each rating official for similar or interchangeable positions at a particular location shall apply outcomes/expectations in an equitable and consistent manner without favoritism.

Section 3. Prior to the start of an employee's rating period or within thirty (30) days after entry into a AFPPP covered position, the rating official shall, with the employee being given an opportunity for providing input, develop a performance plan based on nationally established outcomes and expectations assigned to the employee.

Section 4. Changes to the performance plan may be made at any time during the appraisal period. Any revision to the plan shall become effective when approved by the second level supervisor and communicated to the employee at least ninety (90) days prior to the appraisal under the standards.

Section 5. Prior to the implementation of outcomes and expectations for bargaining unit positions, the Union, at the appropriate levels, shall be provided a copy of the proposed outcomes and expectations. The Union shall be given at least thirty (30) days to provide written comments to the Employer.

Section 6. The employee's signature, after the review of any performance appraisal, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page. Such comments shall become a permanent part of the appraisal.

Section 7. At any point during the rating period that the first-line supervisor feels an employee's performance may result in a rating of "does not meet expectations", the supervisor shall counsel the employee. The supervisor shall provide counsel on the specific performance area(s) in which improvement must be made. In addition, the supervisor shall make available such assistance as the supervisor determines is necessary to bring about the required improvements and provide the opportunity for the employee to demonstrate performance that "meets expectations". The time frame for improving performance will depend on the circumstances in each case but in any instance shall not be less than ninety (90) days. The rating period may be extended to accommodate this Section.

Section 8. A non-probationary employee whose reduction in pay or removal is proposed because of a "does not meet expectations" rating is entitled to:

- a. Thirty (30) days advance written notice of the proposed action identifying specific instances in detail of performance which "does not meet expectations". No reference may be made to any alleged instance of performance that does not meet expectations more than one (1) year prior to the notice.
- b. An extension of the notice period, not to exceed thirty (30) days, may be granted for good cause shown.
- c. Representation by a representative of the employee's choice.
- d. A reasonable time to answer the proposal orally and in writing.
- e. A final decision in writing within thirty (30) days of the expiration of the notice period.
- f. If the final decision is to sustain the proposed action, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred with by a management representative who is in a higher position than the management representative who proposed the action. The appropriate Union representative will be notified when such a decision is issued.

Section 9. If, because of performance improvements by the employee during the notice period, the employee is not reduced in pay or removed, and the employee's performance continues to meet expectations for one (1) year from the date of the advance written notice, any entry or other notation of the performance that did not meet expectations for which the action was proposed shall be removed from any record relating to the employee.

Section 10. Employees shall be rated only on those outcomes/expectations of performance in 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 outcome/expectation, he/she shall not be rated on that performance outcome/expectation nor shall that outcome/expectation be a factor in the employee's rating. Use of official time and approved absences for labor relations and employee involvement activities shall not be a negative factor in employee performance appraisals.

ARTICLE 14 - Qualification Standards

Section 1. The Parties recognize that qualification standards are established by the FAA. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Employer shall notify the Union of the proposed changes. If the Union requests, the Parties shall meet to thoroughly discuss the recommendations. The Union's views will be fully considered.

ARTICLE 15 - National Bidding Procedures for Promotion

Section 1. An employee desiring consideration for promotion to a specific position at a specific location in another employment jurisdiction may make a voluntary application for promotion by submitting the appropriate national FAA request form; SF-171, OF 612, or resume, and a copy of his/her most recent annual PMS appraisal report, to the human resource management division having jurisdiction over the position. The position applied for and the location must be clearly stated. These applications shall be acknowledged to the employee by the human resource management division involved and shall state the date the application was received. Applications submitted under this Article shall remain on file for a period of twelve (12) months. Provided the employee submits completed "Request for Promotion Consideration and Acknowledgment" Forms with his/her voluntary application, the employee will be notified whenever his/her voluntary application package is being considered for a vacancy. The application may be updated for additional twelve (12) month periods.

Section 2. Applications submitted under these procedures shall be afforded treatment equal to those applications from employees within the area of consideration which are submitted under any subsequent merit

promotion announcement for that position.

Section 3. Union representatives serving in an elected capacity while on official leave of absence shall be treated equitably in promotional considerations. These individuals are required to meet all bidding requirements as any other bargaining unit employee.

ARTICLE 16 - Promotions

Section 1. Promotions shall be made in accordance with the FAA Personnel Management System, applicable Agency directives, and this Agreement.

Section 2. All applications must be received by the processing office within five (5) days of the closing date of the announcement.

Section 3. Applications for promotion shall be acknowledged by the receiving official, provided the applicant has filled out the return portion of the receipt form. The receipt shall be mailed to the applicant.

Section 4. Promotion Plan Announcements for bargaining unit positions within the area of consideration will be readily available or accessible electronically to bargaining unit employees at a designated location in their facility.

Section 5. All vacancy announcements for bargaining unit positions shall be readily available or accessible electronically at the FAA Academy at a designated location in an effort to assure that they are available for at least ten (10) days prior to the closing date.

Section 6. Vacancy announcements for bargaining unit positions will normally contain the following information:

- a. Announcement number;
- b. Opening date;
- c. Closing date;
- d. Title, series, and career level of the position(s), with the number of positions to be filled, except when an open continuous announcement is utilized;
- e. Organizational location of position(s);
- f. The area of consideration;
- g. A brief summary of the duties of the position, with notice as to where additional information may be obtained;
- h. The minimum eligibility requirements;
 - i. The experience and training required, when applicable;
 - j. The selective placement factors, if any;
- k. Where to submit applications;
 - l. A statement of equal employment opportunity;
- m. A statement as to promotional potential, if known;
- n. Certifications required for the position;
- o. Technical specialty fields specified;
- p. The knowledge, skills, abilities and other characteristics required;
- q. All vacancy announcements must contain the statement: "SOME, ALL, OR NONE OF THE CANDIDATES MAY BE INTERVIEWED."
- r. Any PCS benefits will be stated on the vacancy announcement.

Item d. above does not preclude the filling of additional vacancies with candidates for the same vacancy announcement when it was not known at the time the announcement was published that an additional vacancy, or vacancies, for like positions at the same location would occur during the effective period of the selection list.

Item q. above travel expenses incidental to these interviews will be paid in accordance with current travel regulations.

Section 7. If as a result of a grievance being filed under this Agreement, either the Employer agrees or an arbitrator decides that an employee was improperly excluded from the best-qualified list, he/she will receive

priority consideration for the next appropriate vacancy for which he/she is qualified. This is a one-time consideration. An appropriate vacancy is one at the same pay band/level, which would normally be filled by competitive promotion procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable promotion opportunities as the position for which the employee received improper consideration. Priority consideration means that the employee alone must be given bona fide consideration by the selecting official before any other candidates (except for the Repromotion Priority Placement Plan eligibles) 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.

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

Section 8. An employee on TDY or approved leave may, prior to departure, inform his/her supervisor in writing of specific position(s) he/she wishes to be considered for in his/her absence. Complete bid packages must be left with the supervisor.

Section 9. Promotion plan announcements for full performance level positions within the unit shall include the statement; "Equal or lower pay band/level applications will be accepted." The Employer retains the right to select promotion candidates.

Section 10. Selections and selection processes, including rating and ranking panels, interviewing panels, or like processes are the sole responsibility of the Employer. No local agreements are authorized. A selecting official may, however, solicit input from Union representatives and any other groups/individuals regarding aspects of a position to be filled, such as knowledge, skills, and abilities.

Section 11. In accordance with the FAA PMS and applicable directives, employees are no longer required to complete time in grade requirements to be promoted, but still must meet all required administrative and qualifications requirements to be eligible for promotion.

ARTICLE 17 - Temporary Promotions/Details

Section 1. When it is known that a higher pay band 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 any applicable law, the FAA Personnel Management System, directives, the Parties' Compensation Plan, and this Agreement.

Section 2. If administrative restrictions on promotions are imposed by an authority above the agency level, the provisions of this Article do not apply while the restriction remains current.

Section 3. All temporary promotions will be by Standard Form 50, Official Personnel Action (or its replacement).

Section 4. In implementing an immediate temporary promotion, said promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected.

Section 5. Management will make every effort to avoid placing a Union representative on a detail that would prevent that official from performing his/her representational functions. The Employer agrees to notify the Union prior to placing any designated Union representative on detail away from the representative's normal duty station.

Section 6. Changes in dues withholding for employees due to temporary promotions or details to positions out of the bargaining unit will be done in accordance with the provisions of [Article 68](#).

Section 7. Notwithstanding the provisions of PRIB 23, the Parties' current practice regarding appointment of Employee Involvement Coordinators and Cultural Change Consultants shall remain in effect for the term of this Agreement.

Section 8. Details not covered by [Article 25](#) shall be rotated equally among the qualified volunteers.

ARTICLE 18 - Employee's Private Telephone Number and Contact

Section 1. The employee's private telephone number shall not be disclosed to the public or published in a public directory.

Section 2. The Employer recognizes that employees should not normally be contacted at home except for such things as emergencies, callback assignments for restoration, overtime assignments and other work schedule related matters.

ARTICLE 19 - Use of Telephones and Recorded Lines

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

Section 2. An employee at his/her duty location may use a government telephone to make one (1) brief call within the local commuting area each day to speak to his/her spouse or minor children (or those responsible for them, e.g., school or day care center) or to conduct personal business. Such a call shall be made during the lunch breaks or other off-duty periods.

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

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

Section 5. When an employee is in a travel status, he/she will be authorized to make up to two (2) commercial telephone calls to his/her residence for each travel period of seven (7) days or less, but more than one (1) night, with each brief call, 5 minutes or less using government telephones, or \$3.00 using commercial telephones. The total of all calls authorized to residence or family via government and commercial telephones may not average more than one (1) a day. Reimbursement must be supported by a receipt (if a receipt is unavailable an explanation shall be included on the reimbursement voucher).

Section 6. During a telephone call between Employer and employee, before the conversation starts or proceeds, if one or more persons come onto the line for any reason, the other party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speakerphones.

Section 7. The employee shall have reasonable access to unrecorded telephones provided they are presently installed.

Section 8. Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law.

Section 9. The Employer shall notify employees of all monitoring/logging devices on administrative telephones and computers within their facilities. This does not apply to security or law enforcement activities.

ARTICLE 20 - Security

Section 1. The Employer shall, to the maximum extent possible, provide adequate security for its employees in the performance of their duties.

Section 2. Employees shall be held responsible for the security of a facility, however, that responsibility is limited to the individual's own acts or failure to act.

ARTICLE 21 - Job Task Analysis

Section 1. The Union will be afforded the opportunity to fully participate in any future job task analysis (JTA) of the work performed by the Bargaining Unit members. The definition of JTA is any national study of the knowledge, skills and abilities needed to do their jobs.

ARTICLE 22 - Moving Expenses/Permanent Change of Station (PCS)

Section 1. Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be the maximum extent permissible in accordance with the Federal Travel Regulation (FTR), as amended and FAA travel directives.

Section 2. For the purpose of this Article, the official station is the building or Airways Facility location to which the employee is permanently assigned. Employees transferring from one official station to another for permanent duty are authorized reimbursement of moving expenses and temporary quarters subsistence only when the following conditions are met:

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

Section 3. Employees who do not meet the requirements in Section 2 are authorized reimbursement of moving expenses for involuntary moves resulting from facility relocation or closure, when the following conditions are met:

- a. official stations are separated by at least ten (10) miles; and
- b. the Agency has determined that the relocation was incident to the change of official station, in accordance with Section 302-1.7 of the FTR.

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

Section 4. House-hunting trips, not to exceed ten (10) calendar days, shall be authorized when the distance between the old and new official duty stations is at least seventy-five (75) miles.

Section 5. Employees will be reimbursed for subsistence costs while occupying temporary quarters for a period of up to sixty (60) days. Any time expended in a house-hunting trip is included in the initial sixty (60) day period. Temporary quarters authorizations shall be extended in thirty (30) day increments for compelling reasons in accordance with the FTR. Such reimbursement applies to moves within the United States, its territories and possessions, and the Commonwealth of Puerto Rico.

Section 6. Use of the relocation services contract shall be authorized when the new official station is at least 50 (fifty) miles from the old residence.

Section 7. Any cap on property value which may apply to reimbursement of authorized sale or purchase of real estate shall be in accordance with Travel Reform Implementation Program (TRIP) 203.

Section 8. Employees may choose to receive reimbursement for a property management services fee on an employee's residence in lieu of reimbursement for real estate expenses associated with sale of a residence at the old duty station, in accordance with the FTR. Employees who elect to use the property management option, and are not reimbursed for real estate expenses associated with the purchase of a residence at the new duty station, shall receive an incentive payment equal to four (4) percent of the previous fiscal year average selling price of homes sold and closed through the relocation services contract, less applicable taxes.

Section 9. When reimbursement of moving expenses is authorized, employees are eligible to receive an incentive payment for using the direct reimbursement or amended sale options in lieu of the relocation services contract for home sale in accordance with TRIP 203.

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

Section 11. Reimbursement for the cost of shipping a privately-owned vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds 1500 miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station. Reimbursement shall be based on the most advantageous method of transportation to the Government. Employees are responsible for any cost exceeding the most advantageous method of transportation. Vehicles that may be transported under this policy include passenger automobiles, station wagons and certain small trucks or other similar vehicles that are primarily for personal transportation. Shipment is not authorized for trailers, recreational vehicles, airplanes or any vehicle intended for commercial use. The cost for the use of a rental car by the employee and members of the immediate family while awaiting authorized shipment of POV shall be reimbursed for a period of not more than two (2) weeks.

Section 12. The Employer shall pay the shipping cost of replacement vehicles to the post of duty outside the continental United States if:

- a. it was determined in accordance with Section 302-10.172 of the FTR that it was in the government's interest for the employee to have the vehicle being replaced and that it will continue to be in the government's interest for the employee to have such a vehicle;
- b. more than four (4) years have elapsed since the date when the vehicle being replaced was transported; and
- c. the employee has been stationed continuously during the four (4) year period at permanent posts of duty located outside the continental United States.

Vehicles that may be transported under this policy include passenger automobiles, station wagons and certain small trucks or other similar vehicles that are primarily for personal transportation. If the above conditions are not met, no authority exists to ship an employee's replacement privately owned vehicle outside the continental United States at Government expense.

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

Section 14. The Employer shall make available to an employee who is changing stations all pertinent directives in connection with moving expenses, and shall assist the employee in obtaining answers to any questions the employee may have regarding his/her change of station. The Employer shall provide each employee who is transferring, a booklet containing a description of the entitlements available to the employee in connection with travel and transportation allowances. The Employer shall assist the employee in obtaining answers to any questions the employee may have and assist in completing all required forms.

Section 15. When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the Employer shall explain the alternatives to the employee and allow the employee to choose the permissible alternatives which most meet his/her personal needs. Employees shall be authorized duty time for travel to a new duty station in accordance with law and regulation.

Section 16. Annually, the Employer will provide the Union, at the national level, with a statistical report of all PCS moves for the preceding fiscal year. This report shall contain the date of the move, the old facility, the new facility, and the position being filled.

Section 17. In the event a bargaining unit employee is unsuccessful in attaining journeyman status in a facility to which transferred, the Employer agrees to pay the moving expenses of the employee to another bargaining unit position on a one (1) time basis, provided:

- a. the Employer desires to retain the employee;
- b. a position and change of station funds are available. Authorization of Permanent Change of Station (PCS) funds for other types of moves takes precedence over funding moves under this Section; and
- 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 18. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after becoming certified on all assigned systems at the new facility.

Section 19. Employees whose official duty location changes by seventy-five (75) miles or more and are relocating their residence are eligible to receive full amount of administrative leave for the purposes of relocating to a new official duty station.

ARTICLE 23 - Return Rights from Overseas Locations and Home Leave

Section 1. The Agency's return rights program will be administered in accordance with the FAA Personnel Management System, FAA Travel Policy, and this Agreement. In the event this program is subsequently changed, employees then on overseas tours are entitled, for the remainder of that tour, to the protection of the regulations under which they accepted the overseas assignment.

Section 2. An employee nearing the end of a tour of duty outside the contiguous United States, shall notify the Employer not less than one hundred and twenty (120), nor more than one hundred and fifty (150) calendar days prior to the end of that tour of his/her decision regarding the exercise of his/her return rights. An employee's request to exercise return rights must be accompanied by a current SF-171 or equivalent form.

Section 3. Employees exercising return rights to their home region shall be informed of all available positions in their home region for which they are qualified, and the employee must make a choice from the position(s) thus offered. This shall then be the position in which the employee will be placed.

Section 4. The Employer will advise the employee of his/her specific assignment at least sixty (60) calendar days prior to the expiration of his/her current tour.

Section 5. If an appropriate position is not available within the employee's home region, or if the employee requests placement in a position for which he/she is qualified in a domestic region other than the home region, the employee may remain overseas until an appropriate vacancy occurs; provided such an arrangement is satisfactory to the employee, the overseas organization, and the parent organization.

Section 6. The pay band/level at which an employee returns from an overseas tour, or tours, is in accordance with applicable directives.

Section 7. A full written explanation shall be provided to an employee upon his/her request, if his/her tour of duty is terminated before its expiration.

Section 8. Home leave for eligible employees will accrue and will be granted in accordance with applicable laws, regulations, and directives. Employees will be briefed on eligibility for home leave.

ARTICLE 24 - Travel Expenses for Interviews

Section 1. If the Employer determines that interviews are required in filling a bargaining unit position, travel

expenses incidental to these interviews will be paid in accordance with FTR, as amended and applicable FAA travel directives.

Section 2. The Employer shall treat all referred employees the same throughout the selection process.

ARTICLE 25 - Temporary Assignment

Section 1. Prior to temporary non-training assignments away from the organizational unit's area of responsibility, volunteers shall be solicited. Seniority shall be used to the extent possible providing the senior volunteer meets the qualifications as determined by the Employer to carry out the job requirements. Seniority shall be based on Service Computation Date (SCD), unless the Parties agree otherwise at the local level. In the absence of qualified volunteers, the Employer shall make assignments from among qualified employees on an equitable basis. Seniority shall also govern the right of first refusal in this latter instance. Temporary duty assignments involving travel away from the employee's headquarters are inherent to the Relief Technician, Field Maintenance Party, and Facilities and Equipment (ANI) positions; therefore, the seniority provisions of this Section do not apply to this group.

ARTICLE 26 - Travel and Per Diem

Section 1. Reimbursement for travel expenses shall be in accordance with the Federal Travel Regulation (FTR), as amended, FAA Travel Policy and this Agreement.

Section 2. Before an employee is required to travel on official business, he/she shall be granted an advance of funds if he/she so requests. Forms of payment and amounts for travel advances shall be as prescribed by FTR's, as amended, FAA Travel Policy and this Agreement.

Section 3. In order to prevent an undue financial burden upon the employee, travel vouchers are to be processed in accordance with the following time limits as contained in FTR's, as amended, FAA Travel Policy and this Agreement:

- a. Employees are to submit vouchers to approving officials within three (3) workdays of completion of trips or every thirty days if the employee is in a continuous travel status. Travel vouchers may be submitted using Travel Manager software, where available. Otherwise, vouchers may be handwritten legibly in ink.
- b. The approving official will submit the voucher to the servicing accounting office within two (2) workdays of receipt or return it to the traveler for revision if needed.
- c. The accounting office will process all temporary duty vouchers within ten (10) workdays of receipt.

In the case of a questionable item or items on a submitted travel voucher, the amount may be withheld by the paying office, pending clarification, but the balance of the claim is to be paid promptly.

Section 4. When travel is direct between duty points which are separated by several time zones, and at least one duty point is outside the forty-eight (48) contiguous states (CONUS), a rest period not in excess of twenty-four (24) hours may be authorized or approved when air travel between the duty points is by less than first-class accommodations, and the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

Section 5. In determining allowable enroute per diem for an eight (8) hour work day, the Employer will use an average rate of three hundred fifty (350) miles per day of travel.

Section 6. If an employee will be going on an "extended stay" travel assignment and no "approved accommodations" in accordance with Section 300-3.3 of the FAA Travel Policy are available at the "fixed" rate of sixty (60) percent of the maximum lodging rate set by the GSA, and the employee has sought assistance from the Employer's designated travel services contact, the employee shall be granted approval for a higher fixed rate for that location from his/her supervisor. Such approval shall be reflected on the employee's travel order.

Section 7. When an employee on an extended stay elects to return home during off duty time, the employee shall be entitled to use the approved fixed per diem rate for the employee's temporary duty location for cost comparison purposes consistent with the FAA Travel Policy. Employees who are authorized a return trip home

while on extended stay travel may use his/her "frequent flyer miles" for these return trips consistent with FAA Travel Policy and government-wide regulations.

ARTICLE 27 - FAA Technical Training Travel

Section 1. The Parties recognize that the frequent assignment of Airway Facilities employees to recurring training at the FAA Academy, leading to qualification and/or maintenance of qualification on certifiable systems and supporting subsystems, creates an unusual situation not experienced by other travelers. The Employer therefore agrees that when an employee, if employed in the contiguous forty-eight (48) states, is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days, the employee shall be authorized to travel by privately owned vehicle (POV). Such travel shall be deemed to be advantageous to the Government. Privately owned vehicle travel expenses to and from the Academy shall be paid at the rate applicable to such travel as prescribed by FTR, as amended, the FAA Travel Policy and this Agreement. Payment for local mileage is not authorized.

Section 2. An employee, otherwise entitled to POV under Section 1 of this Article, may elect to use common air carrier for travel to and from the Academy, and use of a rental vehicle on a flat-rate basis while at the Academy. No extra charge for miles driven will be paid. Allowable reimbursement shall not exceed authorized mileage and per diem expenses, which would have been incurred had the employee traveled by POV to and from the Academy. Such travel shall be deemed to be advantageous to the Government. Rental cars shall be obtained from the GSA supply contract when practicable. The cost of common air carrier, plus rental car costs, may not exceed the constructive cost of POV.

Section 3. An employee assigned to a duty location outside the forty-eight (48) contiguous states who is assigned Academy training will be authorized transportation by commercial air carrier to and from the Academy. In addition, any such employee who is issued a travel order to attend the FAA Academy for courses more than fifteen (15) class days will be authorized the use of rental car on a flat rate basis. The maximum entitlement under this Section shall be determined by constructive cost procedures based on POV advantageous to the Government from the designated port of entry to the Academy and return. Local mileage is not authorized. The designated port of entries are as follows:

Locations	Port of Entry
Alaska Hawaii Pacific SMO San Juan	Seattle Los Angeles Miami

Section 4. To the maximum extent practicable, the FAA shall schedule the time to be spent by an employee in a travel status away from his/her official duty station within the regularly scheduled workweek of the employee. When travel must be accomplished outside of the employee's regularly scheduled tour of duty, and the employee cannot be compensated, the Employer shall record his/her reasons for scheduling travel during non-duty hours and shall furnish a copy to the employee upon his/her request. Employees will be compensated for any travel that is compensable under agency-wide directives.

Section 5. The Employer will authorize an employee traveling by common carrier to attend the FAA Academy for more than fifteen (15) class days an excess baggage allowance of two additional bags.

Section 6. All travel and per diem to the FAA Academy will be administered uniformly in accordance with the Federal Travel Regulations (FTR), as amended, the FAA Travel Policy and this Agreement and will not be locally supplemented. The authorized per diem allowance for an employee attending the Academy shall not be reduced unless the employee is scheduled to attend training lasting longer than fifteen (15) class days. When the employee attends training longer than fifteen (15) class days, the per diem rate shall be reduced to a flat rate that is sixty (60) percent of the maximum per diem rate for lodging, sixty (60) percent of the maximum per diem rate for meals and one hundred (100) percent of the maximum per diem rate for incidental expenses in accordance with Chapter 301, Subpart C, as amended, of the FAA Travel Policy. This flat rate per diem includes lodging, meals, local transportation and personal telephone calls.

Section 7. The Employer has determined that a unit employee's efficiency and productivity will be enhanced if permitted to return to his/her home during extended FAA Academy or out-of-agency technical training. Therefore, an employee attending a course or consecutive courses of training for more than sixty (60) calendar days shall be allowed one round trip to his/her home station during that period. The travel must be accomplished during the employee's regularly scheduled off duty time and may not be taken in conjunction with annual or sick leave. Subsequent travel will be allowed in the same fashion for every additional sixty (60) calendar days of the same temporary duty assignment

Section 8. The Employer recognizes the need for local transportation for employees assigned to out of agency technical training; therefore, the use of rental car at the training site will be authorized where appropriate. Rental cars shall be obtained from the GSA Supply Contract when practicable. This Section applies to employees who utilize common carrier transportation.

Section 9. If an employee will be going on an "extended stay" travel assignment for training and no "approved accommodations" in accordance with Section 300-3.3 of the FAA Travel Policy are available at the "fixed" rate of sixty (60) percent of the maximum lodging rate set by the GSA, and the employee has sought assistance from Student Services, the employee shall be granted approval for a higher fixed rate for that location from his/her supervisor. Such approval shall be reflected on the employee's travel order.

ARTICLE 28 - On-The-Job Training

Section 1. On-the-job training (OJT) is a critical element in the Airway Facilities certification process. Compensating those authorized to administer OJT, would expedite and introduce an element of efficiency in the specialist certification process. Certified OJT instructors will be compensated for administering formal and documented OJT only when adhering to the provisions and guidelines identified below:

- a. Certified instructors are defined as those who have/are:
 1. Completed OJT Techniques (course # 10527 or it's equivalent).
 2. Certified on the relevant system/subsystem/service.
 3. Recommended by 1st level supervisor.
 4. Designated in writing by 2nd level supervisor or higher level manager.
- b. OJT instruction shall be considered formal only when:
 1. Administered by a certified OJT instructor.
 2. An OJT plan has been developed and approved by the 2nd level supervisor or higher level manager.
 3. Conducted in preparation for a performance exam and subsequent facility/service certification.
 4. Performing hands-on OJT on commissioned or to be commissioned facilities, systems, or equipment.

Section 2. Formal and documented OJT will be paid as a premium pay at a rate of 10 percent of their normal hourly salary, and OJT premiums will be paid in addition to any other authorized premiums. OJT will only be paid for those hours when OJT is being conducted as identified above.

Section 3. In the event that insufficient training quota are available in course 10527, second level supervisors or higher level managers may designate appropriate personnel, from a list of volunteers, to conduct OJT. These interim OJT instructors shall be certified on the pertinent system/subsystem/service (completion of Basic Instructor Training or Facility Instructor Training is recommended).

Section 4. When official facility OJT packages are not available, second level supervisors or higher level managers may authorize the use of locally developed packages.

Section 5. Two years after the effective date of this Agreement, the Parties shall meet and review the OJT program. If necessary, the Parties may make changes to the program, including changes to the Agreement

ARTICLE 29 - Training

Section 1. FAA sponsored programs are limited to the training of employees in the performance of their official

duties and training which is not otherwise available for the development of specialized skills, knowledge and abilities necessary for the performance of their official duties. Specialists may also request refresher courses in areas where they previously received training. This request for training may also be made in areas where training was received at least one year prior to the new equipment being installed at their facility. The purpose of this requested training is to increase proficiency and continued excellence within their fields. Employees may also request to receive training in areas in which they are not currently specialized. All training requests are subject to supervisory approval and budget.

Section 2. Management determines individual training methods and needs and whether required training will be resident, on-the-job (OJT), computer-based, individual study. Employees will be given the opportunity to receive training in a fair and equitable manner without regard to race, color, sex, religion, national origin, age or sexual orientation.

Upon request of the Agency, the Union may designate a representative to participate on Employer work groups consistent with the provisions of [Article 70](#), Section 3.

Section 3. When a management official determines that training is required for current job performance or to meet the maintenance requirements of new equipment, those employees whose duties require, or will require the training will be given consideration for selection for the training. The Union, upon written request, shall be provided written information on what training and certifications employees have received on new equipment. In considering and selecting employees for particular types of training, management will be guided by, the following factors:

- a. Established training prerequisites.
- b. Employee job qualifications.
- c. Employee job performance as measured by such indicators as letters of commendation, awards, and General Performance Appraisals.
- d. Employee career development needs.
- e. Employee availability and facility operational needs.
- f. New technologies or changes to existing technologies and their applications.

In the event all other factors are equal, service computation date (SCD) seniority will be used to make the selection. In the event of identical SCD's, FAA/CAA seniority will prevail.

Section 4. The Employer shall notify employees selected for training as far in advance as possible and will consider the employee's request for attendance at another time. The Employer shall normally notify the employee seventy-five (75) days prior to the starting date of formal training. When seventy-five (75) days' notice is not given and more than one equally qualified candidate is available for selection, candidates may ask to be excused provided the facility quota is filled and management intends to train more than one candidate. However, an employee who is given less than twenty (20) calendar days' notice of assignment to a training course of more than two (2) consecutive weeks' duration will have the right to refuse to attend that particular course or courses if an equally qualified candidate is available for selection.

Section 5. It is recognized that training may be impacted by the environment in which it is accomplished. Therefore, management will endeavor to provide an environment conducive to the learning process.

Section 6. Management will make a reasonable effort to assure that employees enrolled in job required computer based training (CBT) will be relieved of other duties while directly engaged in the training.

Section 7. Employees shall be provided fourteen (14) days notice before a CBT course is scheduled to begin. In the absence of such notice, the employee may decline the assignment without prejudice.

Section 8. In the event an employee has begun a CBT lesson and there is a substantial interruption caused by CBT equipment failure or assignment to other work, the employee will be entitled to restart the lesson.

Section 9. Annual leave of five (5) days or more which has been approved and scheduled in advance shall not be canceled to accommodate attendance at a training course unless the employee agrees to cancel the leave.

Section 10. Any employee who has a certification removed shall be given notice of the specific reason for the action within twenty-four (24) hours. Such a decision will be confirmed in writing as soon as possible after the notice. The employee shall be provided with a copy of and have an opportunity to discuss with his/her immediate supervisor, the information used in making the determination to remove the certification. Any required retraining shall be in accordance with **Article 13** of this Agreement.

ARTICLE 30 - Directed Study

Section 1. The Parties recognize that Directed Study, both required and voluntary, should result in either improved employee performance or increased employee ability or, ideally, both. Therefore, supervisors shall allow personnel voluntarily participating in agency Directed Study courses to devote a maximum of ten (10) hours per month of duty time to the study of these courses, provided operational and staffing requirements permit.

Section 2. When directed by job requirements, and in accordance with Agency training directives, the Employer will determine the amount of time required to complete the study, and such study will be accomplished on duty time.

ARTICLE 31 - Government Credit Card

Section 1. Employees who are required to travel a minimum of two (2) or more times a year will be issued a Government contractor-issued charge card for official travel. The use of the Government credit card shall be administered in accordance with law, FAA Travel Policy and this Agreement.

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

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

- a. Employees will not be required to pay the disputed portion of a billing statement until resolution of the disputed amount.
- b. Employees will not be responsible for any charges incurred against a lost or stolen card provided the employee reports such loss within forty eight (48) hours of their discovery.
- c. 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 the employee.
- e. The Employer will ensure that all cardholders receive information on how the program operates, proper use of the card, and paying charge card bills.
- f. The Employer will ensure that employees receive the Privacy Act notification relating to the use of Social Security numbers.
- g. The Employer will ensure that travel policy is concise and clearly understood by the employees.
- h. The Employer will ensure that cash limits for ATM access are commensurate with the employee's assignment.

Section 4. The Employer shall ensure that the Agency reimburses an employee, who submits a proper voucher for allowable expenses in accordance with applicable travel regulations, within thirty (30) days after submission of the voucher. If the Agency fails to reimburse an employee who has submitted a proper voucher within thirty (30) days after submission of the voucher, the Agency shall pay the employee any late payment fee charged as prescribed by applicable law.

Section 5. Employees are responsible for the timely filing of travel vouchers in accordance with FAA Travel Policy and this Agreement. If the Employer does not process an employee's travel voucher in a timely manner and, through no fault of the employee the employee's credit card account becomes delinquent, such delinquency will not serve as the basis for disciplinary action. The Agency will assist the employee in correcting erroneous information in an employee's credit rating/report caused by the untimely reimbursement of valid travel expenses through no fault of the employee.

Section 6. Abuse of the card may result in disciplinary action.

Section 7. 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 8. 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.

ARTICLE 32 - Wages

Section 1. Employees shall be paid in accordance with applicable laws, regulations, the FAA Personnel Management System and directives, the PASS/AF Pay Plan, and this Agreement.

Section 2. Eligible employees shall earn a premium of twenty-five (25) percent of their basic rate of pay for work actually performed:

- a. For each hour on a regularly scheduled Sunday which is not overtime work, and which is not in excess of eight (8) hours.
- b. For each hour for an employee who is on 5-4-9 schedule or a 4-10 schedule. Sunday premium pay shall be paid for non-overtime work up to a maximum of ten (10) hours per shift.

Section 3. Night premium at the rate of ten (10) percent of basic pay will be paid for regularly scheduled work performed by eligible employees between the hours of 6 p.m. and 6 a.m. Payment of night differential continues for regularly scheduled night hours when an employee is absent due to a holiday or other non-work day, and when travel is performed during the night hours of his/her regularly scheduled tour of duty. Night differential continues during short periods of paid leave but only if the total amount of leave (including both night and day hours) taken during the pay period is less than eight (8) hours.

Section 4. If an employee does not receive his/her salary payment on the regular delivery date, he/she may advise his/her supervisor who will promptly notify the payroll office, and otherwise assist him/her in tracing the payment or obtaining a substitute payment. The payroll office shall give priority assistance to missing payment cases and shall inform the employee as soon as possible of the status of the search or re-issuance.

Section 5. W-2 Forms, Wage and Tax Statements, shall be distributed to bargaining unit employees as promptly as possible after January 1 of each year.

Section 6. An employee who is giving training or receiving during a period of duty for which he/she is already receiving overtime, holiday, Sunday, or night differential pay shall continue to receive that pay for the time spent giving or receiving the training.

ARTICLE 33 - Overtime

Section 1. Employees shall be compensated for overtime work performed in accordance with applicable laws, regulations and this Agreement and in accordance with the FAA Personnel Management System and directives, which produce the maximum compensation.

Section 2. NAS Implementation (ANI) personnel will be paid true time and one-half overtime when all of the following conditions are met:

- a. The overtime is coordinated, in advance, with the appropriate supervisor;
- b. The requirement to work overtime is due to either Air Traffic or Airway Facilities restrictions on impacting facility services, due to the criticality of local operations thus requiring the work to be performed at times other than normal duty hours; and
- c. The overtime work is of a type normally performed by operational technicians/specialists such as any of the following duties:
 0. Installation of any approved electronic modification.
 1. Participation in flight inspections.
 2. Participation in operational testing and alignment using live ATC data.

3. Preparation of Facility Reference Data File (FRDF).
4. On site acceptance testing with contractors.
5. Hardware/software system shakedowns.
6. Facility restoration.

The basic installation tasks associated with site preparation (rack, cable, demarc, conduit, wiring, etc.) are still considered ANI type work and do not entitle ANI personnel to true time and one-half overtime except as described above in this Section.

Section 3. Whenever scheduled overtime work is to be performed, it shall be made available to qualified employees on an equitable basis.

Section 4. An employee scheduled to work overtime may secure a replacement and, provided the replacement is qualified, the employee will be relieved of the assignment. If the employee is unable to secure a replacement acceptable to the supervisor, the employee will work the overtime.

Section 5. Facility restoration activities:

Callback - An employee called to perform onsite restoration of a facility shall be paid a minimum of two (2) hours overtime pay for each separate occurrence.

- a. Remote Restoration - An employee called during non-duty hours to remotely restore a facility using equipment assigned by FAA, shall be paid a minimum of one (1) hour overtime pay for each separate occurrence.
- b. Technical Assistance - At the direction of management, an employee called during non-duty hours to provide technical assistance to an on-duty employee shall be paid a minimum of thirty (30) minutes overtime pay for each separate occurrence.

Any of the above activities occurring during the same period of time for which overtime compensation is already being paid shall not result in additional overtime compensation.

Section 6. When an employee is assigned overtime work on his/her regularly scheduled day off, the assignment shall be made in accordance with the FAA PMS.

Section 7. When an employee is called in before or held over past his/her regularly assigned shift, he/she shall be assigned overtime hours of work in accordance with the FAA PMS.

Section 8. Annual leave may be granted to any employee if operational requirements permit, whether or not overtime work is being performed at the time.

Section 9. The Employer shall maintain a current, accessible record of overtime usage and distribution.

Section 10. Whenever possible, employees shall be notified of scheduled overtime assignments twenty-four (24) hours in advance.

ARTICLE 34 - FLSA Amendments

Section 1. Fair Labor Standards Act (FLSA) Amendments of 1974 (Public Law 93-259) extends coverage to all nonexempt members of the bargaining unit.

Section 2. When a nonexempt employee has entitlement under FLSA, the employee must be paid solely in accordance with FLSA regulations in 5 C.F.R. Part 551, as amended.

Section 3. Overtime paid under the provisions of the FLSA is not subject to the aggregate salary limitations otherwise imposed under the FAA PMS and related directives.

Section 4.

- a. Compensatory time off cannot be substituted for overtime pay for regularly scheduled overtime work, unless requested by the employee.
- b. If an employee has any entitlement to overtime pay under FLSA at the end of the workweek, the Employer cannot require the employee to take compensatory time instead of overtime pay.

Section 5. All nonexempt members of the unit are entitled to the expanded benefits pertaining to travel time as "hours of work" under FLSA provided they meet the specific criteria of the law and applicable regulations.

Section 6. In matters relating to overtime entitlement under the FLSA, as amended, the compliance and complaint system of the OPM shall be the procedure followed. Complaints under this Article are not subject to the negotiated grievance procedure.

ARTICLE 35 - Compensation

Section 1. Provided all legal, regulatory and administrative requirements have been met, promotions to positions within the unit shall be effected on the beginning of the first full pay period after the employee is selected for the promotion. The Employer shall insure that the administrative requirements are consistently administered and the human resource management division is advised sufficiently in advance to accomplish the promotion action to meet this requirement.

Section 2. Except where specifically precluded by law or regulations, such as in the case of statutory salary/pay increases, when an employee becomes entitled to two (2) salary/pay benefits at the same time, the changes shall be effected in the order which provides the maximum salary/pay benefit to the employee.

Section 3. An employee who is promoted to a position at a different duty location will be promoted when he/she enters on duty in the new position.

Section 4. Promotion of developmental employees shall be effective on the beginning of the first full pay period after the employee meets regulatory and administrative requirements, including job performance, and is recommended for promotion by his/her supervisor.

Section 5. When it has been determined that, through administrative error or oversight, the employee is denied benefits or pay to which he/she is otherwise entitled, or has been given more benefits or pay than the employee is entitled to, adjustments of said benefits shall be made as quickly as possible, in accordance with applicable law and regulation.

- a. The Employer agrees to give full consideration to employee statements of undue hardship of repayment schedules, providing they are timely and are submitted in accordance with current directives, prior to establishing repayment schedules for significant indebtedness.
- b. Requests for waiver of repayment of amounts aggregating not more than \$500 shall be made in accordance with applicable agency orders and procedures.

ARTICLE 36 - Pay Retention

Section 1. An employee who is placed in a position in a lower pay band shall be entitled to pay retention to the extent permissible under the Parties' Compensation Plan.

ARTICLE 37 - Retirement and Benefits

Section 1. The Employer recognizes its obligation to inform employees of the bargaining unit of the benefits for which they may be eligible, and to assist them in initiating claims for these benefits. 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.

Section 2. The Employer shall insure that FAA personnel actions related to the death of an employee are processed promptly so that there is no loss of benefits or undue delay.

Section 3. The Employer shall provide a retirement planning program to be made available annually in which all employees, with no more than three (3) years service remaining prior to their eligibility, may voluntarily participate during duty time. It shall include, but not be limited to, individual counseling, assistance, information and materials.

Section 4. When possible, after an employee's death and with the beneficiary's consent, the Employer shall promptly dispatch a regional personnel specialist to the home of the deceased employee's beneficiary. When a personal visit is not possible or not requested, the beneficiary shall be advised by other means. All benefits to which a deceased employee's beneficiary may be entitled shall be fully explained. The personnel specialist 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, general information on Social Security benefits including the location of a local Social Security information office, and other services to which the beneficiary may be entitled. The regional personnel specialist shall be the contact point until all applicable benefits are settled.

Section 5. A copy of brochures and pamphlets referred to in Section 1 shall be provided to the national and regional offices of the Union.

Section 6. The Employer agrees to inform employees during the Annual Health Benefit Plan "Open Season" of their right to enroll in a plan, change options within a plan, or change to a different plan.

Section 7. The Employer shall assure that the most recent version of 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 FAA employees may qualify;
- 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 70**.

Section 9. In the event it is determined that an employee is permanently disqualified for Airway Facilities 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. The Parties recognize that applications for Federal Service retirements are subject to the rules, processing procedures and time limits established by the Office of Personnel Management. In order to minimize this processing time, employees will submit their application for retirement to the appropriate regional Human Resource Management Division normally sixty (60) days prior to the scheduled effective date of separation.

Section 11. Former bargaining unit employees who file timely retirement applications as stated in Section 10 and who fail to receive his/her annuity compensation within ninety (90) days after his/her separation from employment, may request the appropriate processing regional Human Resource Division to submit a follow-up letter of inquiry to the Office of Personnel Management on his/her behalf. Final decisions on an employee's retirement are solely within the control of the Office of Personnel Management.

ARTICLE 38 - Performance and Incentive Awards

Section 1. The Employer agrees that awards shall be administered in accordance with the FAA Personnel Management System, the FAA's Performance Planning and Recognition System (PPRS) and this Agreement.

Section 2. The Employer agrees that incentive awards, monetary, honorary or time-off shall be used for rewarding employees for their contributions resulting in benefits, either tangible or intangible, or savings to the Government.

Section 3. The Employer shall notify the appropriate Union representative, in writing, when a bargaining unit employee receives an award. Performance awards will not be specifically identified by rating unless the Employer elects to publicize these awards in that manner. The employee's official personnel folder will be updated to reflect awards received.

Section 4. Awards shall not be used to discriminate among employees or to affect favoritism.

Section 5. Guidance for recognizing employees, the types of recognition awards that may be granted and sample justification statements for time-off and monetary awards is described in the Performance Planning and Recognition System (PPRS) Guidelines.

ARTICLE 39 - Allotments for Union Programs

Section 1. Within twelve (12) months of the signing of this Agreement, the Employer will permit employees to voluntarily designate up to three (3) additional Union allotments from their pay provided said allotments are for a lawful purpose. In order of precedence, voluntary deductions for the Union may be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.

ARTICLE 40 - Employee Involvement Process

Section 1. The Employee Involvement (EI) process is the Parties' commitment for a system-wide organizational change within Airway Facilities. Both management and the Union are dedicated to improving:

- a. the quality of the services employees provide to their customers;
- b. the effectiveness and efficiency of the Union; and
- c. the productivity and efficiency of their work together and simultaneously, the quality of the working life of the men and women involved.

Section 2. The EI process stresses:

- a. the open sharing of information about all aspects of work;
- b. joint problem solving involving all participants through consensus and mutual support;
- c. providing and accepting opportunities to listen to the recommendations and ideas from deep within the organization;
- d. stimulating creative problem solving in natural teams and between units; and
- e. promoting recognition of and respect for employees in meaningful ways through information sharing, listening and the acknowledgment of skills and experience.

Section 3. Parties enter into agreements through the EI process on negotiable matters with the intent they shall be honored through the terms of this Agreement. Agreements on nonnegotiable matters are not enforceable. Termination of EI agreements on nonnegotiable matters must be based on compelling legal or policy reasons and can only be done by either Party at the national level.

ARTICLE 41 - Holidays

Section 1. When a holiday falls on an employee's regular day off, the following days shall be observed in lieu of the actual holidays:

Scheduled 5-Day Work Week

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

Scheduled 4-Day Work Week

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

Section 2. To the extent that operational requirements permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such day off if they so request.

Section 3. The Employer shall post a list of employees assigned to work an actual holiday thirty (30) days in advance. Employee names shall not be removed from this list unless the employee exercises his/her option under Section 2 above. The Employer shall determine the number of employees eligible to work an actual holiday based on operational requirements.

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 work will not be placed on holiday leave on a day in lieu of a holiday without the employee's consent.

Section 5. If the legal holiday falls in the middle of the employee's workweek, the Employer, at an employee's request, if operational requirements permit, will change the employee's regular days off to provide three (3) days off in succession, provided the employee makes such request in time for the Employer to meet the requirements of Section 3 of this Article. This provision is subject to the condition that no payment of overtime will result from the change, and does not apply to employees working administrative non-rotating workweeks.

ARTICLE 42 - Annual Leave

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

- a. Four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service;
- b. Six (6) hours for each 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) years, but less than fifteen (15) years of service;
- c. Eight (8) hours for each biweekly pay period for an employee with fifteen (15) or more years of service.

Section 2. Annual leave shall be available for vacation purposes to each eligible employee 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 operational emergencies or at the request of the employee. Unless otherwise agreed upon at the local level by the Parties, employees will submit their requests before February 1, and the schedule will be posted by March 1 of the calendar year.

Section 3. The Employer recognizes the desirability of granting annual leave during prime vacation time and shall make every reasonable effort to grant each employee who desires it three (3) consecutive weeks of leave during prime vacation time periods in the manner specified in Section 2 of this Article. The provisions of this Section do not apply to employees previously scheduled for training during the prime vacation time periods.

Section 4. The local Union representative shall establish prime vacation time periods; however, the time periods must be long enough to accommodate all leave requests for that period at each location, unless otherwise agreed to at the local level by the Parties.

Section 5. When it is necessary to restrict the number of employees granted leave at a particular location during any particular time period, the employee who has greatest length of service computation date (SCD) seniority will be given preference for the desired period. In the event of identical SCD's, FAA/CAA seniority will prevail. However, the Parties at the local level are free to establish any other method for resolving conflicting vacation leave requests.

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. Accrued annual leave may be carried over to the next leave year in accordance with the FAA PMS and applicable directives.

Section 8. Requests for annual leave due to illness in the employee's family, except for that provided for under [Article 44](#) of this Agreement, shall be given priority consideration and shall be granted unless operational requirements will not permit it to be granted.

Section 9. It is the responsibility of the employee and the Employer to plan leave in a manner so as to avoid loss of leave at the end of the leave year.

Section 10. While it is desirable to schedule planned annual leave under Section 2 of this Article, requests for annual leave other than that posted on the March 1 schedule shall be submitted at least ten (10) days in advance. The employee at his/her option shall be given a decision within five (5) working days of the request. Employees submitting leave requests with less than ten (10) days advance notice will be given a decision on the request as soon as possible.

ARTICLE 43 - Sick Leave

Section 1. Employees earn and are granted sick leave in accordance with applicable Agency directives and this Agreement at a rate of four (4) hours a pay period.

Section 2. Available sick leave shall be approved for an employee who is incapacitated for the performance of his/her duties. 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. Under circumstances involving a contagious disease which requires isolation, quarantine or restriction of movement of a member of an employee's immediate family, sick leave is warranted if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her coworkers. Requests for unanticipated sick leave shall be made as soon as possible, but usually within one (1) hour after the employee's scheduled starting time. If the degree of illness or injury prohibits compliance with the one-hour limit, the employee will notify his/her supervisor as soon as possible.

Section 3. There shall be no sick leave counseling based on an established number of sick leave hours used.

Section 4. The employee shall notify the Employer of his/her request for sick leave and the nature of his/her illness if known. An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of four (4) days or less. An employee shall be required to furnish a medical certificate for absences of more than four (4) workdays, except that this requirement may be waived by the 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 may be accepted as supporting evidence by the supervisor.

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. If just cause continues to exist, an employee may be given advance written notice that he/she will be required for a period of time, not to exceed six (6) months, to furnish 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. 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 7. Whenever an employee's request for sick leave is disapproved, he/she will be given a signed written reason therefor, if he/she so requests.

Section 8. Request for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 9. Normal sick leave usage will not be a factor for promotion, discipline, or other personnel action.

Section 10. 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 is absent because a member of his/her family has a contagious disease;
- c. he/she filed or the Agency has filed an application for disability retirement;
- d. he/she has signified his/her intention of resigning for disability.

The absence because of illness must be for a period of two (2) or more consecutive workdays, but the actual advance of sick leave may be for any part of the total absence.

Section 11. 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 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 the appropriate documents for entitlements to the employee or the employee's family.

ARTICLE 44 - Family Leave

Section 1. In accordance with the Family and Medical Leave Act of 1993 and the implementing regulations of 5 C.F.R. Part 630, an employee shall be entitled to invoke a total of twelve (12) administrative work weeks of leave during any twelve (12) month period for one or more of the following:

- a. The birth of a son or daughter of the employee and the care of the new born;
- b. The placement of a son or daughter with the employee for adoption or foster care;
- c. For care of spouse (including pregnancy related medical conditions), son, daughter, or parent with a serious health condition; or
- d. A serious health condition (including pregnancy related medical conditions) of the employee that makes the employee unable to perform the essential functions of his/her position.

Section 2. For leave taken under Section 1 of this Article, the leave shall be leave without pay (LWOP), and/or at the employee's option, annual leave, sick leave, earned comp time, and/or, if eligible, leave obtained from the leave transfer program.

Section 3. An employee must obtain agreement from the Agency for leave taken under Section 1 on an intermittent or reduced leave schedule. Intermittent leave or leave taken intermittently means leave taken in separate blocks of time rather than for one (1) continuous period of time, and may include leave periods of less than one (1) hour to several weeks. Reduced leave schedule means a work schedule under which the usual number of hours of regularly scheduled work per workday or workweek of an employee is reduced. The number of hours by which the daily or weekly tour of duty is reduced is counted as leave for the purpose of this Article. The Employer may transfer an employee temporarily who is on a reduced leave schedule to another position that:

- a. is within the same local commuting area of the employee;
- b. has equivalent pay and benefits; and
- c. better accommodates recurring periods of leave.

Section 4. For leave taken under this Article, an employee shall provide his/her immediate supervisor with at least a thirty (30) day notice of his/her intent to take leave. If circumstances prohibit the employee from providing a thirty (30) day notice, the employee shall provide as much notice as is practicable.

Section 5. An employee who has taken leave under this Article shall be entitled, upon return from such leave, to be:

- a. returned to duty in the position held by the employee when the leave began; or
- b. returned to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

All attempts will be made, however, to return the employee to his/her same position.

Section 6. Maternity benefits now provided by FAA remain in force and the employee may choose how and in what order such absence will be recorded - sick leave, annual leave, or leave without pay - to the extent that the employee has available annual and sick leave time. The approval of leave in this Section is dependent upon the employee's intent to return to duty.

Section 7. Inclusive of the unpaid leave provision in Section 1 of this Article, leave without pay not to exceed one (1) year shall, if operational requirements permit, be granted to employees to care for their newborn infant. Employees on leave without pay under this Article may be recalled to duty upon thirty (30) days notice. The approval of leave in this Section is dependent upon the employee's intent to return to duty.

Section 8. The Parties agree that the provisions of this Article apply to all bargaining unit members with the following understandings:

- a. The term administrative workweek as used in this Article is for the sole purpose of measuring the time of the leave period taken. It has no relationship to the hours an employee actually works.
- b. An employee's immediate supervisor, on behalf of the Agency, has the authority to approve or disapprove a leave request; and
- c. Approval or disapproval of requests for leave shall be based on operational necessity.

Section 9. The Parties acknowledge that employees are covered by the Federal Employees Family Friendly Leave Act (FEFLA).

ARTICLE 45 - 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. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest.

Section 3. At the request of an employee who has been granted court leave, his/her regular days off shall be changed to coincide with his/her jury 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 a non-official capacity on behalf of a state or local government, 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 a non-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 who appears as a witness in a non-official capacity on behalf of a private party, in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party is entitled to court leave.

ARTICLE 46 - Shift Adjustment for Education

Section 1. An individual's request for shift or watch schedule adjustments for the purpose of continuing off-duty education or professional training shall be handled on an individual basis and will not be arbitrarily denied.

However, the Employer agrees that in no instance shall shift or watch schedule adjustments for this purpose require scheduled overtime expenditures or interfere with the watch schedule rotation of any other employee at that location, without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement.

Section 2. Employees engaged in off-duty education or professional training shall be entitled to all benefits in accordance with the FAA Personnel Management System and directives provided the agency has agreed in advance to pay for such non-governmental training.

ARTICLE 47 - Sick Leave Conversion

Section 1. Approved absence otherwise chargeable to sick leave may be charged to annual leave if requested by the employee before the time the employee has exercised the right to have sick leave charged for an absence and approved by the Agency.

Section 2. Substitution of annual leave for sick leave previously granted may not be made retroactively, except for the liquidation of advanced sick leave, and even then only when the substitution is made before the time the annual leave would otherwise have been forfeited and the Agency, if requested, would have granted time off for leave purposes.

ARTICLE 48 - Absence for Special Circumstances

Section 1. Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to leave.

Section 2. The types of absences included in this Article are those which have been provided by law, regulation, White House memoranda and other situations recognized by the Comptroller General as being appropriate for excused absence for brief periods of time. See [Article 62](#) for special military operations. Decisions regarding the approval of excused absence will be made by those officials and/or supervisors authorized to do so.

Section 3. With respect to hazardous weather or other emergency conditions, the Parties agree that:

- a. Employees are expected to make every practicable effort to report for duty.
- b. Before an excused absence is granted, it must be established by the Employer that the reason for absence actually prevents the employee working, or arriving at work.
- c. Excused absence should be coordinated so far as practicable with the release of employees from other Federal agencies in the vicinity.
- d. In making the determination to grant excused absence, the Employer should consider current meteorological information, state and local police reports, and other available legitimate sources of information.
- e. When the Employer determines that hazardous weather conditions exist, employees that can be spared from duty will be granted excused absence.
- f. When it becomes necessary to close an office because of hazardous weather or other emergency conditions and to grant excused absence, reasonable efforts will be made by private or public media to inform affected employees.
- g. In the event of a bomb threat or when the Employer determines that a similar hazardous condition exists at a facility, affected employees will be immediately released or reassigned to another facility, on a temporary basis, until it is determined that the hazardous condition no longer exists.

Section 4. Employees who volunteer to donate blood to blood donor centers or local hospitals may be excused from duty for a period of not more than four (4) hours.

Section 5. The Parties agree that where voting polls are not open for three (3) hours before or after working hours, an employee may be granted an amount of excused absence which will permit him/her to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section 6. For other special circumstances, the granting of excused absence is governed by applicable law and

regulation. A supervisor may grant excused absence for brief periods of tardiness.

Section 7. In the event of a death in the employee's immediate family, annual leave shall be granted. The amount of leave will depend upon the circumstances in each individual case. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father in law, mother-in-law and relatives permanently residing in the employee's household or with whom the employee permanently resides.

Section 8. Requests for annual leave to observe a special religious holiday or the employee's birthday shall be granted if operational requirements permit.

ARTICLE 49 - Local/Work Site Travel

Section 1. Employees not in travel status, whose duties require travel to other facilities from official duty locations, shall perform such travel in official duty status.

Section 2. When an employee is authorized to use a privately owned vehicle (POV) instead of an available government owned vehicle (GOV), mileage will be paid at the reduced rate consistent with the Federal Travel Regulation (FTR) as amended and applicable Agency directives.

Section 3. When an employee travels by POV from his/her residence to a work site in the vicinity of his/her official duty station, a mileage allowance will be payable for the distance in excess of the usual commuting distance between residence and permanent duty station. Mileage reimbursement for the entire distance between residence and work site shall only be paid for unusual circumstances as prescribed by Agency directives.

Section 4. Local travel time and mileage will be compensated in accordance with the Federal Travel Regulation (FTR) as amended and applicable Agency directives.

ARTICLE 50 - Watch Schedules and Shift Assignments

Section 1. Basic Watch Schedules

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. The basic watch schedule will not be changed except for substantial operational reasons unless specifically requested by the Union. The Employer will notify the Union at the appropriate level in advance of any proposed change to the basic watch schedule and will negotiate with the Union regarding the proposed change. If the Parties can not agree within thirty (30) days and there is compelling need, then management may implement the change as proposed.

Section 2. Shift Assignments

- a. Individual assignments to the watch schedule shall be posted at least thirty (30) days in advance and will be consistent with the rotation and pattern of the basic watch schedule to the extent operational requirements permit.
- b. The Employer recognizes that changes of individual assignments on the watch schedule are undesirable; therefore, the Employer agrees to make every reasonable effort to avoid such changes. Prior to making changes with less than seven (7) days notice, management shall utilize the following alternatives in any order deemed appropriate by the Employer:
 - o overtime
 - o qualified volunteers from the unit
 - o recall personnel on detail assignments
 - o compensatory time at the employees request
 - o qualified relief personnel
 - o qualified staff
 - o rescheduling of training

- c. It is not the intent of the Parties that assignments to the watch schedule or continuous changes to individual watch assignments be used to substantially alter an employee's assignment to the intended rotation and pattern of the basic watch schedule for extensive periods unless required by overriding operational requirements.

Section 3. The Employer shall approve the exchange of shifts and/or days off by employees of equal, required qualifications and/or certifications, provided the exchange is consistent with operational requirements, does not result in overtime, an increase in premium pay costs, or a violation of the basic workweek.

Section 4. The basic watch schedule will cover at least a one-year period and will be posted at least ninety (90) days prior to the beginning of the period, unless a shorter notice period is agreed to by the Parties.

Section 5. The Parties recognize that some employees working non-rotating administrative workweeks are subject to short notice changes in their assignments. To the extent circumstances permit, the Employer will attempt to provide seven (7) days notice of a change in assignment.

Section 6. For the purposes of this Article, employees shall be notified of any changes to posted assignments. The Employer agrees to communicate the change to the employee and, when practicable, obtain the employee's acknowledgment of the change.

ARTICLE 51 - Working Hours

Section 1. The normal workday shall consist of eight (8) hours, exclusive of designated meal periods, and the normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.

Section 2. Working hours will not normally be scheduled for more than five (5) consecutive days within the administrative workweek. However, the Parties recognize that special conditions exist in unique work situations which may require variations from normal workday and/or workweek. Flexible starting times for established shifts may be approved by the Employer at the local level provided the Employer is satisfied operational coverage is not affected or additional premium pay incurred. The starting time for an individual employee must be approved in advance and must be the same time each day for at least a one (1) week period unless the Employer agrees to a shorter period to meet local requirements. The Employer retains the prerogative to discontinue flexible starting times.

Section 3. When changing to daylight savings time, employees shall be afforded an opportunity to remain on duty for their full number of scheduled hours.

Section 4. The Parties agree that the following work hours will be available on a voluntary basis to the extent operational requirements permit for bargaining unit employees:

- a. Normal workday consisting of eight (8) hours, exclusive of designated meal periods; normally scheduled for five (5) consecutive days within the administrative workweek.
- b. 5/4-9 Plan. This is a schedule which, within a biweekly pay period of ten (10) workdays, includes eight (8) workdays of nine (9) hours, one (1) workday of eight (8) hours, and one (1) non-workday, with pre-established fixed hours.
- c. Four (4) workdays of ten (10) hours per week, and one (1) non-workday per week, with pre-established fixed hours.

Approval will be consistent with the provisions of [Article 50](#), with respect to changes and assignments to the watch schedule.

ARTICLE 52 - 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 and

such other regulations as may be promulgated by appropriate authority. Where available, employees will be provided access to OSHA and FAA Intranet and Internet web sites on occupational safety and health regulations, in accordance with **Article 66**.

OSHA regulations will take precedence over Agency policy/guidelines, unless the Agency's policy/guidelines are more stringent. Should the Agency be approved for a variance to any OSHA regulation affecting the bargaining unit, the Union shall receive notice in accordance with **Article 70** of this Agreement.

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.

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 may designate a full time national safety representative who shall be granted up to eighty (80) hours of official time per pay period for his/her activities. The Union will give the Employer the name of the individual appointed to this position at least ninety (90) days prior to the appointment. This representative will serve as the primary focal point for all national safety issues and represent the Union on the National Occupational Safety and Health Committee. This representative shall be entitled to travel and per diem when participating in any committee meeting, joint conference or meeting concerning Occupational Safety and Health, conducted by the Employer.

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. The meeting(s) shall be scheduled so as to allow the Union representative(s) to attend on duty time.

Designated Union representative(s) shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in Agency sponsored committee meeting, joint conference or other meeting concerned with occupational safety and health. If requested by the representative(s), and if operational requirements permit, the Employer shall change his/her days off to allow, research, preparation time or 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 review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee shall have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility. The committee shall forward recommendations to the manager for action on matters concerning occupational safety, health, lighting and air quality. The manager shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the 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 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 Union shall be afforded the opportunity to have a local designated representative present during facility OSHA/FAA Safety Inspections conducted by a management representative/designee. Upon request, the Union shall be afforded the opportunity to participate in Joint Acceptance Inspections (JAI).

Section 7. Each facility shall periodically 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 8. 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. 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 9. In the event of construction or remodeling within a facility, the Employer shall insure that proper safeguards are maintained to prevent injury to bargaining unit employees.

Section 10. 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 made available to the appropriate Union Representative. 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 11. The Employer shall insure that claims for personal injury are processed in a timely manner in accordance with applicable directives and regulations.

Section 12. The Employer shall test for evidence of drinking water contamination (by Radon or other contaminants exceeding EPA water quality standards) at each 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 13. 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 Union's local safety representative as soon as they are available.

Section 14. Where employees require the use of special motorized-vehicles (i.e. snowcats, tractors, fork-trucks, watercrafts, etc.) in the course of performing their normal assigned duties, the Employer shall provide instructional training given by a qualified person. The employee shall be trained on the proper use and limitations of the vehicle; sound principles on safety; and similar information where accessories or attachments are used in conjunction with said vehicle. This Section applies to all motorized- vehicles which are under the control of the Employer and/or to be used by the employee(s). The Employer shall prohibit the use of any unsafe vehicles, watercraft or their attachments.

The Employer shall provide a defensive driving course for those employees required to operate a government-owned or leased vehicle. Additionally, any employee required to operate a watercraft shall complete the US Coast Guard Auxiliary Basic Skills and Seamanship Course or equivalent on official time. All watercraft in use shall be equipped as required by US Coast Guard regulations.

Section 15. The Employer will ensure that all first-aid kits are adequately supplied and restocked in an acceptable condition, consisting of standard first aid supplies. Supplies shall include, at a minimum: blood-borne pathogen cleanup kit, remedies for gastrointestinal relief, alcohol swabs, acetaminophen, aspirin, ibuprofen, gauze pads and band-aids. Where first aid kits are maintained and other specific type injuries can be expected, other type kit(s) shall also be maintained. For example: a blood-borne pathogen kit, burn kit, and insect sting kit, etc. All kits are to be readily visible and accessible, in fresh condition and located in all employee work areas, work-sites and other central locations.

All motorized vehicles, watercraft and aircraft that are under the control of the Agency will have first aid kits.

Section 16. Prior to the issuance of Personal Protective Equipment (PPE) to employees, the Employer shall first attempt to utilize feasible administrative and engineering controls. If such controls fail to reduce hazardous levels to acceptable levels in accordance with applicable standards, then the Employer will provide appropriate protection to the employee(s).

The Employer shall provide appropriate personal protective clothing and equipment, at no cost to the employee, where possible hazardous conditions may exist as a result of performing temporary or normal assigned work, including out-of-agency training.

No employee shall be issued, nor required to perform work that requires the use of PPE, until appropriate PPE training has been received by the employee and proficiency determined by the Employer. Training (initial and refresher) shall be in accordance with applicable Federal Standards.

PPE shall be maintained and stored by the user, in a clean secure location, in accordance with OSHA regulations and manufacturers instructions.

Section 17. At each facility, in an area frequently visited by Airway Facilities employees, a "Safety Bulletin Board" shall be provided for the purpose of posting official FAA safety notices, monitoring data, the annual Occupational Illness/Injury Report and similar material. A readily accessible area shall be established within employee work areas for the storage of flashlights, first-aid kits and other safety-related items/equipment needed in the work area.

ARTICLE 53 - Hazardous Duty/Environmental Differential Pay

Section 1. Hazardous duty/environmental pay differentials shall be paid in accordance with 5 CFR Part 550, Subpart I and 5 CFR Part 532, Subpart E, respectively, and applicable directives, the Parties' Compensation Plan, and this Agreement

Section 2. The Employer shall notify the Union, at the appropriate level, whenever a hazard assessment is to be conducted for the purpose of entitlements under Section 1. The Union shall be given the opportunity to comment and provide additional information that could be used in a hazard assessment. Any proposed changes to the entitlements in Section 1 or any proposed additional entitlements under this Article shall be negotiated by the Parties under [Article 70](#) of this Agreement. The Parties understand that rights under [Article 5](#) are not waived under this Article.

ARTICLE 54 - Asbestos

Section 1. At intervals not greater than 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. The testing of unmanned facilities will be done in accordance with the OSHA/EPA standards. 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 2. The Parties have agreed to an MOA for the "Bystander Policy" regarding Episodic Releases of Asbestos Containing Dust, (see attached Appendix III).

Section 3. 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 4. 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 5. 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 6. 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 7. Decontamination facilities will be provided for all abatement work and strict decontamination procedures will be enforced to insure that workers cannot bring asbestos outside of the enclosure.

Section 8. 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 9. 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. At the request of the Union personal monitoring shall also be conducted in accordance with the model contingency plan, on at least one (1) employee in areas occupied by bargaining unit employees.

Section 10. 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 11. 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.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Employer with a written chain-of-custody record covering the period during which they were outside the possession of the Employer. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Employer. 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 12. 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 13. The Employer will have licensed asbestos contractors to perform all asbestos abatements and/or cleanup operations from accidental release. The Employer may create a team of specially trained employees to respond and contain the area to prevent the spread of contamination to nearby work areas, until such time as a licensed contractor can be obtained. OSHA, 29 CFR 1910.120 shall apply under this Section.

Section 14. Should the Employer appoint a national investigative team or similar group as a result of incidental asbestos release at any manned facility, the PASS National Safety Representative or designee shall be offered participation on the team. Official time, travel and per diem for the National Safety Representative shall be authorized and paid for by the Employer.

Section 15. No bargaining unit employees, other than those who may be required to use a respirator, shall be required to complete the medical questionnaire under 29 CFR 1910.34(e).

Section 16. Any bargaining unit employee who is medically unable to use a respirator shall be accommodated to the full extent of the law and applicable regulations, directives and this Agreement.

ARTICLE 55 - Facility Restoration

Section 1. Among the objectives of the FAA policy on facility restoration will be to:

- a. eliminate all unnecessary management restrictions in all regions on employee's free time;
- b. pay employees for restrictions that are placed upon their free time as set out in this Agreement.

Section 2. Callback is defined as taking appropriate callback action to restore facilities/services when contacted by the designated control point or an appropriate supervisor/manager. This responsibility remains with the employee until the assignment is completed, or until the employee is relieved of the assignment by the appropriate supervisor or another qualified employee. Should the contacted employee need or desire relief from this responsibility, he/she should advise the appropriate control point who would then contact another employee or supervisor.

Section 3. When operational necessity requires the use of callback to restore NAS equipment, systems or services, the following shall be used to determine which employees are eligible:

- a. the employee is in a non-duty status;
- b. the employee is qualified to perform the work;
- c. declination of availability for callback overtime will be documented in accordance with **Article 33, Overtime**;
- d. employees in a non CTA status will not be subject to disciplinary action because they cannot be contacted for callback or are not in a state of readiness.

Section 4. Employees in a non-duty, callback status shall not be restricted to a post of duty, have their activities limited, or be required to be in a state of readiness to perform work.

Section 5. The Employer will assign facility restoration response levels on the basis of the least demanding level that will fulfill the operational requirement. The provisions of current FAA Order 6030.31, (Restoration of Operational Facilities), shall apply.

Section 6. The Employer will negotiate with the Union representative, at the sector/SMO level, on the impact of facility restoration level changes, except in emergencies.

Section 7. An employee shall be paid overtime in accordance with the provisions of **Article 33**.

Section 8. Compensated Telephone Availability (CTA), which shall become effective ninety (90) days after the effective date of this Agreement, is defined as a type of compensated availability assignment. CTA is intended to ensure personnel are available to perform restoration activities in situations where it is not efficient to utilize callback or scheduled overtime. When an extreme staffing shortage exists due to unforeseen losses of personnel, CTA can be utilized until the staffing shortage is remedied. However, CTA is not intended to resolve long-term staffing shortages. CTA requires an assigned employee (ATSS) to be available for immediate response for duty, and the assigned employee must be in a state of readiness as defined by DOT/FAA Directives and respond when called.

Section 9. CTA may be authorized for duties associated with restoration of NAS equipment, systems or services where restoration has been determined to be "callback", in accordance with current FAA Order 6030.31 or for unscheduled operational requirements of an urgent nature.

- a. CTA would occur at facilities that are providing less than round-the-clock coverage. These facilities are listed with 1K, 2K, and 3K restoration codes in the Facility Service and Equipment Profile (FSEP) database. The primary use of CTA at these facilities will be to improve response time during off duty hours at major NAS locations such as Level IV and Level V terminal facilities and Air Route Traffic Control Centers that do not already have 4Z coverage.

- b. CTA will also be at facilities providing seven (7) day per week, twenty-four (24) hour watch coverage. Facilities at these locations are listed with 4Z restoration codes in FSEP. The primary use of CTA at these facilities will be when there are temporary scheduled staffing shortages because of things like prime time annual leave scheduling, increased training requirements, unanticipated loss of personnel, and large numbers of developmental employees.
- c. Only one specialist per specialty will be assigned CTA to provide coverage at any given time. CTA may apply to some work units at a given location and not to others.

Section 10. When assigned CTA duties, employees shall:

- a. contact the control point as soon as practicable after receiving notification;
- b. depart for the work location within a reasonable timeframe after notification to commence restoration activities;
- c. remain within an area where the commute to their normal duty station is no more than twenty (20) minutes greater than their regular commute.

Section 11. Employees assigned to CTA shall be compensated:

- a. At 12 1/2% of their hourly rate of pay (including locality).
- b. For the entire duration of each scheduled CTA shift.

Section 12. Compensation for employees contacted during scheduled CTA shifts shall be in accordance with [Article 33](#), Overtime.

Section 13. The Employer will furnish the assigned employee with the appropriate paging/communications device. The Employer shall also supply the assigned employee with appropriate Government Furnished Equipment (GFE) for the sole purpose of responding to or coordinating restoration of NAS facilities.

Section 14. Employees assigned equipment (e.g., pagers, cell phones, laptop computers, etc.) are responsible for the reasonable care and security of such equipment. Appropriate training in the use and care of assigned GFE shall be provided to all employees who are assigned GFE for restoration of NAS facilities.

Section 15. Remote restoration is permitted utilizing Government Furnished Equipment (GFE).

Section 16. If the employee is unable to restore the failed facility/service without additional assistance, the employee will notify the designated control point for assistance and/or guidance. All requests for assistance shall be entered into the appropriate facility log, along with the response given to the employee.

Section 17. The Employer shall determine the types of employees, hours of the day, and days of the week for which CTA applies. Implementation of these operational requirements shall be done in accordance with [Article 50](#). CTA will be scheduled far enough in advance to be included in the basic watch schedule; however, occasionally, short-term modifications will be required. Assignment of an employee to the CTA schedule will be done on a voluntary basis. Where insufficient volunteers are available, management will assign CTA duty to qualified members of the unit in an equitable manner as determined by the Parties at the local level consistent with the provisions of this Agreement. If the Parties at the local level are unable to reach agreement within fourteen (14) days, assignments shall be made in inverse SCD seniority from the among qualified employees.

Section 18. Assignments to CTA shall be made in accordance with the provisions of [Article 50](#). No employee shall be involuntarily assigned CTA on his/her RDO.

Section 19. The employee has no further obligation to respond to paging or communications devices received for CTA duties once the employee's CTA period has been completed. Outside of CTA, normal callback procedures will apply.

Section 20. Employees assigned CTA shall not be called in for the purpose of random drug/alcohol testing.

Section 21. Requested exchanges of callback or CTA assignments between bargaining unit members will be

approved by the Employer, provided that the replacement is willing and qualified and no adverse operational effect can reasonably be anticipated.

Section 22. After implementation of CTA, either Party at the national level may request to meet to discuss and resolve issues related to the CTA program.

ARTICLE 56 - Child Care Centers

Section 1. In accordance with governing regulations, the Employer may provide available government-owned or leased space and space-related services without charge for the purpose of establishing childcare facilities in or near FAA facilities. Factors which impact the Employer's ability to provide such space include the availability of space and/or funds, the number of employees in a location, and the demand for child care at that location as indicated by a needs assessment survey.

Section 2. The Parties recognize that employees may have special child care needs while attending resident training at the FAA Academy and following a promotion/reassignment involving a relocation.

Section 3. The Employer agrees to publish available lists of childcare centers in the Oklahoma City area as an attachment to the FAA Notice on Student Housing Information. The Employer assumes no responsibility as to the quality of service, certification (state, county or city, etc.) or reliability of the listed child care centers.

Section 4. Under the Agency relocation assistance program, resource information for family needs is provided. Such information may cover childcare services when available.

Section 5. Both Parties agree that it is the employee's responsibility for selection and individual arrangements concerning childcare centers.

ARTICLE 57 - Assignment of Temporarily Disabled Employees

Section 1. An employee recuperating from illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications.

Section 2. The employee shall provide a medical certificate signed by a licensed/registered practicing physician, or other practitioner, attesting to the probable length of the employee's disability.

Section 3. The supervisor shall consider the employee for an appropriate productive assignment if available. Such assignments, if granted, shall not be for more than six (6) months in duration unless mutually agreed to by the Employer and the employee.

ARTICLE 58 - Parking

Section 1. The Employer will provide adequate employee parking accommodations at FAA owned or leased locations where FAA controls the parking and bargaining unit employees report for duty. This space will be made available to employees in the bargaining unit equitably, excluding spaces reserved for Government cars, visitors, and employees with bona fide physical handicaps. At other locations, the Employer will endeavor to provide parking equal to that provided other non-FAA employees similarly situated. Where more than two (2) Airway Facilities parking spaces are reserved, other than those stated above, a space shall be made available to the principal representative.

Section 2. At parking facilities under control of FAA, the Employer shall establish procedures which will 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 degrees F. or below, the Employer agrees to provide and maintain an adequate number of outdoor electrical outlets for use of the bargaining unit employees, where such service is provided to other employees. This provision shall also apply to any future acquired parking areas. Installation of these outlets is subject to the

availability of funds.

ARTICLE 59 - Dress Code

Section 1. Members of the bargaining unit shall groom and attire themselves in a neat, clean manner appropriate to the conduct of Government business. Neckties are not mandatory.

ARTICLE 60 - Cafeterias, Lunchrooms, Ready Rooms

Section 1. The Union shall have the right to have a member on the cafeteria committee where such a committee exists or is established, and participate in accordance with applicable law or regulation.

Section 2. The Employer shall endeavor to provide a lunchroom or ready room furnished in an appropriate manner where space availability permits.

ARTICLE 61 - Personal Property Claims

Section 1. Employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties.

Section 2. The Employer agrees to assist a claimant in the proper filing of any such claim.

ARTICLE 62 - Special Military Operations Program

Section 1. Employees working at military installations shall be covered by this Agreement.

Section 2. The Union's national, regional and local officers as well as the employee's representative shall have access to facilities where bargaining unit employees are assigned, within the constraints of military security requirements. If the employee is not allowed, due to security, to meet Union officers and/or representatives at his/her assigned facility, the Employer shall endeavor to provide a suitable location nearby where such a meeting may take place, on employee non-work time.

Section 3. Bargaining unit members who serve in the military reserve/national guard shall be granted up to fifteen (15) days military leave a year as stated in Title 5 U.S.C. 6323.

Section 4. An employee who is not entitled to military leave, or who has exhausted his/her military leave, may be granted annual leave or LWOP for military duties.

ARTICLE 63 - Communications of Union Presence

Section 1. At locations where the Union may not have a designated representative or members, the Employer agrees to contact each employee by mail or other appropriate means and inform him/her of the Union's exclusive representative status. The message will enclose an addressed card that the employee may return to the Union signifying his/her desire to be placed on the Union's mailing list and it will advise the employee of the name and address of the Union's Regional Vice President.

Section 2. The Employer will explain that the Union has the right and the responsibility under the Civil Service Reform Act, as amended, to represent all employees in the unit.

Section 3. Union representatives shall be allowed up to two (2) hours at orientation meetings of new employees to explain the role and responsibilities of the Union. If the Union representative is not located at the site of the orientation, no travel time, expenses, or overtime is authorized. The meeting shall be private.

ARTICLE 64 - Use of Employer's Facilities and Support

Section 1. The Employer shall provide bulletin board space for the posting of Union material at facilities where employees regularly report within the unit. This shall apply even if none of the employees at the facility are

members of the Union. At facilities where space is adequate for separate bulletin boards, the Union shall be granted a separate bulletin board. There shall be no restrictions on the content of publications or announcements placed on the Union's bulletin boards by the Union. Posted materials will not be removed by the Employer. The Parties recognize that the posting of scurrilous and inflammatory material is prohibited. Materials shall be posted during non-work time.

Section 2. 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 operational/training requirements of the facility. These meetings shall take place during the non-duty hours of the employees involved.

Section 3. When a Union representative is excused from duty to carry out his/her responsibilities assigned by this Agreement, the Employer shall make a reasonable effort to provide meeting space that will protect the confidentiality of any discussion.

Section 4. A Union representative may place literature in the mail slot/boxes of bargaining unit employees during non-duty time of the representative.

Section 5. In facilities where suitable shelf space is available in non-work areas, the Union shall be permitted to use such shelf space as a library for Union-acquired publications.

Section 6. In facilities where unused suitable space is available in non-work areas, the Union shall be permitted to use such space as a central location for the placement of a file cabinet or other similar container. Such space may be an office if the Employer determines one is available. File cabinets or other similar containers may be made available by the Employer. Any Union supplied equipment shall be subject to the approval of the Employer in terms of its suitability from the standpoint of decor. The Employer reserves the right to withdraw from such space arrangements whenever the space is required.

Section 7. Subject to operational and security requirements, the Employer agrees to provide the Union Representative reasonable access to designated FTS telephone or government leased lines, copy machines, computers, printers, and fax machines where available. This equipment may be used for processing grievances, unfair labor practices, or other representational matters arising under this Agreement. Where FTS or government leased lines are not available, access shall be for local use only. Government lines and equipment shall not be used for internal Union business.

Section 8. Within thirty (30) days of the Union's request, the Employer shall furnish to the Union, at the national, regional, or local level, a listing by facility of the name, classification, and pay band/level of each employee covered by this Agreement. The Employer shall comply with up to two (2) such requests for each facility within any twelve (12) month period. In addition, the facility manager shall notify the Union's principal facility representative within fifteen (15) days whenever an employee is hired or transferred, reassigned, or resigns, retires or dies.

Section 9. The Employer will make a reasonable effort to provide lockable lockers for unit employees to be located near their work areas.

Section 10. The Union will be granted the use of facility space for ballot box elections and referenda during the non-duty hours of the employees involved.

Section 11. The Employer shall furnish the Union with an acceptable mail receptacle at the location where mail is initially delivered to the FAA. Mail shall be placed in the receptacle as soon as practicable. The Employer assumes no other responsibility for such mail.

Section 12. If available, the Union Representatives may use the FAA electronic mail to communicate within the FAA and the Union, and may access the FAA Intranet and FAA links to the Internet sites to obtain information/documents necessary for official representational duties in accordance with this Agreement and applicable DOT, FAA directives and policies. Information or documents that are available to the Union electronically on the FAA Intranet or FAA links to the Internet sites meets the Employer's obligation under Section 7114(b)(4) of the Statute.

This media shall not be used for:

- a. Internal Union business;
- b. Soliciting Union membership;
- c. Official notification between Union and Management;
- d. Filing grievances or other formal complaints;
- e. Scurrilous and inflammatory remarks about employees;
- f. Creation of job actions;
- g. Disseminating external newsletters;
- h. Union members campaigning for office.

ARTICLE 65 - Agency Directives

Section 1. The Federal Aviation Personnel Manual (FAPM), the FAA Personnel Management System (FAA PMS) and Human Resource Personnel Management System (HRPMS) shall be maintained at the SSC/SMO/RO/Engineering & Implementation Center for reference by unit employees. These documents shall not be removed from the office or facility.

Section 2. The PASS National and Regional offices shall be provided a copy of the FAPM, FAA PMS, HRPMS, and all FAA orders and notices which relate to personnel policies, practices and working conditions of employees in the bargaining unit. The PASS National and Regional offices shall be placed on the Washington distribution lists for future issuances of such orders and notices. If available, this information shall be provided in an electronic format. If not available, the FAA shall provide PASS with a hard copy of any of the above documents.

The FAA shall annually provide the PASS National and Regional offices with a complete listing of the documents identified in this Section. If available, the information shall be provided in an electronic format.

Section 3. In each FAA region, the Union's regional representative will be provided with one copy of the regional orders, notices and directives which relate to personnel practices, policies, and working conditions of employees in the bargaining unit. If available, this information shall be provided in an electronic format.

Section 4. Agency directives maintained at a SSC/SMO/RO/Engineering & Implementation Center office shall be available to the Union's representatives at those locations during the office hours of those facilities. No official time or travel will be authorized for representatives to review these directives other than the official time authorized in this Agreement. When the facility has copying equipment, the Union shall have the right to copy such materials for representational purposes at no cost to the Union.

ARTICLE 66 - National Airspace System (NAS) Technical Data and Directives

Section 1. Whenever possible, the Employer shall provide a complete set of current manuals for all equipment in the NAS. Manuals are to be readily available to bargaining unit members according to the appropriate work situation. The Employer will provide appropriate data; however, the designated employee has the responsibility to ensure subject manuals are updated. Manuals will be provided in the current media of exchange, i.e., CD, Intra/Internet, Hardcopy, etc.

ARTICLE 67 - Technical Inspection Reports

Section 1. The Employer agrees to provide an official signed copy of facility technical inspection reports to the Union representative at the SMO level upon request by the Union. Once the official copy is signed, the Agency will provide an electronic copy if reasonably available.

ARTICLE 68 - Dues Withholding

Section 1. Pursuant to Section 7115 of the Federal Service Labor-Management Relations Statute, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.

Section 2. The Union shall be responsible for purchasing Standard Form 1187, Request for Payroll Deductions for Labor Organizations. The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll-processing center.

Section 3. A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of Standard Form 1187, and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The 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.

Section 4. The Union agrees to give prompt, written notification to the appropriate regional payroll office in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.

Section 5. An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of Standard Form 1188 to the appropriate payroll processing center, provided the employee has been on dues withholding for one (1) year. Upon receipt of a revocation form, which has been properly completed and signed by an employee, the payroll office shall discontinue the withholding of dues from the employee's pay effective with the first full pay period beginning after March 1. There shall be only one revocation period in each year. The payroll office shall notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

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 every pay period from the pay of an employee who has requested such allotment for dues. It is agreed that no deduction for dues shall be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 7. If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor and Employee Relations, in writing and will certify as to the new amount of regular national dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in a twelve (12) month period. The amount of dues for WG employees shall be adjusted effective the first full pay period after a change in prevailing rate.

Section 8. The issuance of a check for the total amount of dues deducted each pay period shall be authorized by the appropriate payroll-processing center. The check shall be made payable to PASS, Suite 702, 1150 17th Street, NW, Washington, DC 20036 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. The Employer shall continue to identify any administrative errors and remittance checks will be corrected and adjusted within thirty (30) days after the error is discovered. The Union shall notify the Director of Labor and Employee Relations of any change in the mailing address above.

Section 9. All deductions of dues provided for in this Article shall be automatically terminated upon separation of an employee from the bargaining unit. The Employer shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occur. When an employee is reassigned from one servicing payroll office to another, his/her national dues shall continue to be deducted without interruption.

Section 10. Employees are responsible for ensuring that their dues withholding is accurately reflected on their payroll statements. Employees shall notify the payroll-processing center promptly, but in any case no later than thirty (30) days, after the effective date of a personnel action that affects their dues withholding status. Failure of an employee to notify the FAA releases the FAA and the Union from any obligation to reimburse the employee for any dues withheld beyond two (2) pay periods.

Section 11. When advised and verified that dues are discontinued due to administrative error, the Employer shall automatically reinstate the employee's dues. The Employer shall be responsible for reimbursing the Union

in an amount equal to the regular and periodic dues the Union would have received for the period when dues should have been reinstated.

Section 12. When a bargaining unit employee is to be detailed/temporarily promoted outside of the bargaining unit, the employee and the appropriate union representative will be notified in writing.

The Employer shall provide the bargaining unit employee with a SF-1187 prior to the beginning of the detail/temporary promotion.

The Union shall provide the Employer, at the facility level with a supply of SF-1187 forms.

Employees on dues checkoff at the time of the detail/temporary promotion shall be required to sign the SF-1187. The SF-1187 shall show the expected date of return to the bargaining unit as the effective date of the SF-1187.

For details or temporary promotions of up to ninety (90) days, the bargaining unit member shall submit the SF-1187 to his/her servicing payroll office at the beginning of the detail/temporary promotion. For details/temporary promotions longer than ninety (90) days, the bargaining unit member shall submit the SF-1187 when there are ninety (90) days or less left in the detail. The servicing payroll office will reinstate the employee on the date indicated on the SF-1187. It is the bargaining unit member's responsibility to resubmit an updated SF-1187 if the detail is terminated early or extended.

Section 13. When advised and verified that an employee's dues were continued due to administrative error by the Employer, the Employer will submit a voucher to the Union for reimbursement under this Article. The voucher will contain the employee's name, pay periods covered, and a description of the Employer's administrative error. The Union will reimburse the Employer no later than thirty (30) days of receipt of the Employer's voucher, minus the Union's expenses expended on behalf of the employee and the Union's normal and customary administrative expenses expended in connection with processing the Employer's voucher. In no event will the Union's expenses exceed the voucher submitted by the Employer.

ARTICLE 69 - Local/Regional Relationships

Section 1. The Parties have negotiated a comprehensive national agreement that constitutes the entire agreement between them. No separate local or regional supplemental agreements are authorized on any subject matter expressly contained in this collective bargaining agreement or any other national agreement of the Parties.

Any local or regional agreements authorized under the provisions of this Article or reached under any other process may not increase or diminish entitlements or otherwise conflict with any provisions of this Agreement or any other national agreement of the Parties.

In order to be binding on the Parties, all agreements must be designated as a "Memorandum of Agreement" and contain a specific expiration date or condition for expiration. All agreements must be approved in accordance with 5 U.S.C. 7114(c).

Section 2. In the event the Employer at the regional (or equivalent ANI level) or a lower organizational level proposes to change a personnel policy, practice or matter affecting working conditions not covered by this Agreement, the Employer shall provide forty-five (45) calendar days' advance written notice to the appropriate Union representative, with a copy to the next higher level Union representative in the region as appropriate. The Union shall, within fifteen (15) calendar days of receipt of the notice, submit written proposals to the Employer on those expressed or specific changes proposed by the Employer. However, if the Union desires a meeting to discuss the Employer's proposal prior to submitting its proposals, it may request such a meeting. The Union's proposals will then be submitted within fifteen (15) calendar days of the date of that meeting. If the Union does not file a timely request for a meeting or submit timely proposals on those expressed or specific changes proposed by the Employer, the Employer may implement the change as proposed.

The Employer will not implement the proposed change prior to completing bargaining as required under this Agreement unless required by operational necessity. Operational necessity is defined as; (1) those actions that may be necessary to carry out the Agency's mission during emergencies; or (2) other extraordinary

circumstances having a significant impact on safety and efficiency of the NAS; or (3) matters which the Agency has a compelling need to implement.

Operational necessity is not to be invoked as a means to avoid pre-implementation 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. Operational necessity will only be invoked in those cases, which meet the strict definition set forth in this Section. If the Agency believes that it is necessary to implement changes prior to the completion of bargaining due to operational necessity, the Agency will notify the Union at the national level with the reasons for proceeding.

Section 3. In the event the Union submits timely proposals under Section 2 of this Article, the Parties shall arrange to meet within fifteen (15) calendar days of the date of the request to attempt to reach agreement.

Section 4. If after a good faith effort to reach agreement a dispute still exists, the issue shall be referred within seven (7) calendar days to the next appropriate management level. In the case of a dispute concerning a proposed change at the local level, the issue shall be referred to the Employer's regional office. In the case of a dispute concerning a proposed change at the regional office level, the issue shall be referred to the Employer's national headquarters. If a dispute referred to the regional level is not resolved within ten (10) calendar days, it shall be referred to the Employer's national headquarters for final disposition.

Section 5. Any disputes arising under this Article which are not resolved at the regional level or below shall be resolved by the Parties at the national level as expeditiously as possible. If after a good faith effort, agreement cannot be reached, the Parties are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute.

Section 6. The Parties agree to exert every effort to make this process an effective and productive part of their relationship.

Section 7. In lieu of the procedures contained in this Article, the Agency may request the Union designate one (1) employee to serve as the Union representative for a work group. The Agency will provide the Union a statement of the qualifications/requirements for participation on the work group. A copy of the scope of the work group will be provided to all members. Such representatives will have full authority to act on behalf of the Union on all matters otherwise subject to negotiations under the LMR Statute and for procuring information otherwise requested under the LMR Statute. The Agency will identify the management representative with authority to commit on behalf of the Agency for such a work group. Any such agreements reached will be reduced in writing. Either party may terminate any such arrangements with thirty (30) days notice. Shorter notice may be given for time limited work groups. Any unresolved matters otherwise subject to negotiations will be handled under the provisions of **Article 69 or 70** as applicable.

ARTICLE 70 - National Relationship

Section 1. In the event the Employer proposes to change a national personnel policy, practice, or other matter affecting working conditions, the Employer shall provide the Union written notice of the proposed change. The Union shall, within thirty (30) calendar days of receipt of the notice, submit written proposals to the Employer on those expressed or specific changes proposed by the Employer. However, if the Union desires a meeting to discuss the Employer's proposal prior to submission of its proposals, it may request such a meeting. The Union's proposals will then be submitted within fifteen (15) calendar days of the date of that meeting. If the Union does not file a timely request for a meeting or submit timely written proposals that concern the expressed or specific change(s) in the written notice, the Employer may implement the change as proposed. Only by expressed agreement of the Parties at the national level may any matters related to the proposed change be negotiated at the designated regional or local level.

Section 2.

- a. In the event the Union submits timely written proposals as provided in Section 1 of this Article, the Parties shall arrange to meet within fifteen (15) calendar days of the date of the Union's request to discuss any proposal the Union may have to amend or change the Agency proposal. If after a good faith effort agreement cannot be reached, the Parties are free to pursue whatever course of action

is available to them under the Federal Service Labor-Management Relations Statute.

Any national agreements authorized under the provisions of this Article or reached under any other process may not increase or diminish entitlements or otherwise conflict with any provisions of this Agreement. In order to be binding on the Parties, all agreements must be designated as a "Memorandum of Agreement" and contain a specific expiration date or condition for expiration. All agreements must be approved in accordance with 5 U.S.C. 7114(c).

- b. The Employer will not implement the proposed change prior to completing bargaining as required under this Agreement unless required by operational necessity. Operational necessity is defined as:
 - (1) those actions that may be necessary to carry out the Agency's mission during emergencies; or
 - (2) other extraordinary circumstances having a significant impact on safety and efficiency of the NAS; or
 - (3) matters which the Agency has a compelling need to implement.

Operational necessity is not to be invoked as a means to avoid pre-implementation 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. Operational necessity will only be invoked in those cases, which meet the strict definition set forth in this Section. If the Agency believes that it is necessary to implement changes prior to the completion of bargaining due to operational necessity, the Agency will notify the Union at the national level with the reasons for proceeding.

Section 3. In lieu of the procedures contained in this Article, the Agency may request the Union designate one (1) employee to serve as the Union representative for a work group. The Agency will provide the Union a statement of the qualifications/requirements for participation on the work group. A copy of the scope of the work group will be provided to all members. Such representatives will have full authority to act on behalf of the Union on all matters otherwise subject to negotiations under the LMR Statute and for procuring information otherwise requested under the LMR Statute. The Agency will identify the management representative with authority to commit on behalf of the Agency for such a work group. Any such agreements reached will be reduced in writing. Either Party may terminate any such arrangements with thirty (30) days notice. Shorter notice may be given for time limited work groups. Any unresolved matters otherwise subject to negotiations will be handled under the provisions of **Article 69 or 70** as applicable.

ARTICLE 71 - Official Time and Travel and Per Diem for Regional Vice Presidents and Assistants

Section 1. Each of the three Regional Vice Presidents of the Union shall be granted up to forty (40) hours of official time per pay period to resolve grievances, prepare for meetings with management, and to carry out representational responsibilities. In addition, the National Union President may appoint six (6) Regional Assistants and one (1) National Assistant. The six (6) Regional Assistants and the one (1) National Assistant shall be granted up to eighty (80) hours of official time per pay period for the same activities. No Permanent Change of Station funds or overtime will be paid under this Section.

Section 2. Leave in excess of the two hundred forty (240) hour maximum accumulation limit must be scheduled and used during the leave year in which it is earned.

Section 3. Each of the three Regional Vice Presidents of the Union or their Regional Assistants and National Assistant shall be entitled to travel and per diem as specified below:

- a. meetings specifically arranged by management to which the Union has been expressly invited;
- b. meetings to resolve grievances as specified in the Parties' grievance procedure, provided such meetings do not exceed one meeting per each region per quarter;
- c. briefings and/or follow-up action plan meetings regarding the agency-wide employee survey program;
- d. meetings of the Employee Involvement Regional Joint Steering Committees; and
- e. for other partnership activities to which the Union has been expressly invited.

Section 4. Each Regional Vice President and Regional Assistant will ensure compliance with procedures established to administer the official time and travel entitlements provided under this Article.

Section 5. Official time and travel and per diem expenses for the National and Regional Assistants under Sections 1 and 3 of this Article are subject to the continued participation by the Union in the Employee Involvement program. If the Union withdraws from Employee Involvement in any region of the Agency, the Regional Assistant representing that region shall lose all of his/her entitlements under this Article in all the regions that Assistant represents.

Section 6. The Employer shall not be responsible for providing office space or the use of any other equipment or facilities to the National and Regional Assistants. The National and Regional Assistants shall not serve as the Union representatives for any organizational unit outside the jurisdiction of the Regional Vice President they were appointed to assist.

Section 7. It is the intent and understanding of the Parties that the National and Regional Assistants will contribute significantly to the effectiveness of labor-management relations and the Employee Involvement program. To this end, they will be delegated authority by the Union to act on behalf of the Regional Vice Presidents/Directors, and they will be readily accessible to the management officials with whom they deal.

ARTICLE 72 - 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, applicable FAA Orders, and this Agreement.

Section 2. The Union facility representative or his/her designee shall be notified upon the arrival at the facility of the collector/Breath Alcohol Technician (BAT) for the purposes of conducting substance testing of bargaining unit employees. Unless prohibited by operational requirements, the Union facility representative, or his/her designee, will be released for the purpose of performing representational duties. The Employer shall advise the Union facility representative or his/her designee of the maximum number of employees to be tested. The Union facility 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. The Union facility representative may request, in writing, from the Agency's Regional Drug Program Coordinator, a copy of the clean/sanitized alcohol or drug test list within five (5) days after the testing is completed.

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 designated Union representative shall be allowed to meet with the employee briefly (normally not more than ten (10) minutes) prior to an alcohol test, and privately for up to thirty (30) minutes after an alcohol test when there has been a confirmed result of .02 or higher.

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. Employees may enter any comments they deem appropriate on the back side of their copy of the form.

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 70** of this Agreement.

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.

Employees who are subject to post-accident alcohol testing will be notified prior to leaving the facility and confirmed by a written notice prior to testing. If an employee is not notified prior to leaving the facility that they will be subject to post-accident testing, then he/she will not be tested for alcohol but still may be recalled for drug testing. Employees who are retained by management at the facility for up to eight (8) hours after the time of an accident for post-accident alcohol and/or drug testing, will be paid overtime when required and in accordance with applicable laws, regulations, and the Parties' Agreement(s).

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.

At any investigatory interview with an employee concerning whether the employee should be subject to post-accident drug testing, the employee will be allowed to contact a Union representative. However, in no event will the unavailability of a Union representative constitute reason for delaying an employee being subject to a post-accident drug or alcohol test beyond the time limits prescribed in the DOT Drug Testing Guide.

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 BAT's 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 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. Training - New bargaining unit employees, or those transferring into positions covered under drug/alcohol testing will be given information on the alcohol and drug testing program and procedures and changes in alcohol or drug testing and will be provided information concerning use of alcohol-based medications, other common products containing alcohol, and the effects on alcohol testing.

Section 24. There shall be no local or regional supplements to this Article.

Section 25. Nothing in this Article shall be construed as a waiver of any employee, Union, or Employer right.

ARTICLE 73 - 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 or earned compensatory time from a leave donor for use by an approved leave recipient. Transfers of leave or compensatory time applies to bargaining unit employees only. All transfers of leave must be done in accordance with the provisions of the FAA PMS, applicable Agency directives, and the

provisions of this Agreement.

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 pay band/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 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:
 0. 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
 1. 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 paragraphs a and b above. Any such waiver shall be documented in writing.

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

Section 8. While a leave recipient is in a shared leave status, annual and sick leave shall accrue to the credit of the leave recipient at the same rate as if they were in a paid leave status except that:

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

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

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

Section 9. Restoration of unused transferred leave shall be in accordance with the Employer's existing rules. Any unused transferred compensatory time shall not be restored to the donor or have any cash value to the recipient.

Section 10. The provisions for the donation of compensatory time under this Article will not go into effect for at least ninety (90) days from the effective date of the Agreement to allow for the necessary administrative process to be developed. This will be operated as a pilot program for bargaining unit employees for a period of one (1) year. After that date the Parties will evaluate the programs effectiveness and may by mutual agreement extend it for the duration of the Agreement.

Section 11. The Union may designate a representative for any leave bank board the Employer may establish. Participation will be on official time.

Section 12. Definitions:

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

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

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

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

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

ARTICLE 74 - Fare Subsidies for Employees

Section 1. Public Law 101-509, specifically Section 629 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 incentives shall be provided in accordance with DOT and FAA Orders, as applicable.

Section 3. Fare subsidies are applicable to employees at locations where there is a program established by a state or local government that encourages employees to use public transportation. 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 the transit benefit program.

Section 4. Fare media (e.g. tokens and fare cards) are not transferable and are to be used only to commute to and/or from work. Giving or selling fare media to other individuals or purchasing the same from another is prohibited even if the other is eligible to receive the benefit.

Section 5. The monthly benefit shall not exceed the amount established by DOT and FAA applicable orders and

directives or the local monthly cost of public mass transportation whichever is less. Applications for subsidy, if applicable, under this Article will be approved at the local level.

Section 6. The applicant shall complete a one-time "Application for Transit Benefit." All participants shall certify in writing that they are eligible for a transit benefit for their commute to and/or from work and will not transfer fare media to any other individual.

ARTICLE 75 - Flexible Spending Accounts

Section 1. If Flexible Spending Accounts within the meaning of Sections 125 and 129 of the IRS Code are made available within the FAA, and the Union requests negotiations, the Agency will negotiate the inclusion of that program for bargaining unit members.

ARTICLE 76 - Cultural Diversity and Equal Employment Opportunity

Section 1. The Parties are committed to the principles of equal employment opportunity (EEO), which includes seeking cultural diversity in the workforce. To that end, the Parties will support positive programs that have as their objectives the realization and manifestation of their commitment.

Section 2. The Parties are committed to administering this Agreement and conducting the full range of their labor-management activities in a fair manner, consistent with applicable civil rights laws. Therefore, in administering this Agreement, the Parties shall not discriminate against any employee on account of sex, race, religion, color, national origin, sexual orientation, age (40 years or older), and physical or mental handicap.

Section 3. The Parties shall establish a national Cultural Diversity/EEO committee with equal representation, not to exceed two (2) from each Party, to meet annually and at other times. Such meetings shall be by mutual agreement. The committee will review the Parties' respective policies and practices. To the extent permitted by law and regulation, the Parties shall exchange information that is relevant and necessary for the proper functioning of the committee. Union members of the committee shall be on duty time, travel, and per diem for these meetings. Within sixty (60) days after the committee's annual meeting, the committee shall provide a report on its findings and recommendations to the National PASS President and the Director, Airway Facilities Service.

Section 4. The Regional level Union representatives shall be provided a current list of regional EEO counselors and information on the discrimination complaint system.

Section 5. Any employee who wishes to raise a complaint of discrimination based on sexual orientation may do so under the Parties' negotiated grievance procedure in [Article 5](#), or through the Department of Transportation's Procedure for Complaints of Discrimination Based on Sexual Orientation, but may not use both procedures for the same complaint.

Section 6. Complaint Procedure: An employee who chooses to make a complaint of discrimination based on sexual orientation under the DOT's Complaint Procedure shall do so within the forty-five (45) day time frame specified in Paragraph 8.B of the Complaint Procedure. An employee who makes this election must exhaust that procedure, up to and including the final Agency decision. If the employee is not satisfied with that decision, the Union, at the national level, reserves the right to file a grievance on behalf of the employee, under **Article 5**, Section 9, of the Agreement.

Section 7. Grievance Procedure: An employee who chooses to pursue a complaint of discrimination based on sexual orientation under the grievance procedure shall file the grievance in accordance with **Article 5**, Section 8, of the Agreement. However, after doing so, the employee may elect instead to invoke the DOT's Complaint Procedure by contacting an EEO Counselor within forty-five (45) days of the alleged discriminatory event, or of the time the employee may have reasonably been expected to have learned of the event. In this case, the employee's grievance will be null and void.

ARTICLE 77 - Publicizing the Agreement

Section 1. The Employer will provide, at no cost to the Union, 5 ½ X 8 ½" book copies of this

Agreement, printed in type that can be easily read, to each employee in the bargaining unit. The Employer will also provide a book copy to all employees entering the bargaining unit after the effective date.

Section 2. The Employer will provide fifteen hundred (1,500) book copies to the Union's national office.

ARTICLE 78 - Effect of Legislation and Government-Wide Rules

Section 1. In the event legislation or government-wide rules or regulations are enacted which affect any provision of this Agreement, the Parties, at the request of the Union, shall reopen that provision and renegotiate.

Section 2. Any implementing regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties shall serve as the basis for the reopening of the Agreement to renegotiate the affected provisions.

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

ARTICLE 79 - Effect of Agreement

Section 1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future Agency rules, regulations, orders and practices which are in conflict with the Agreement.

Section 2. Upon the implementation of this Agreement, any pertinent provisions of any written local, regional or national agreements, understandings or like documents which increases or diminishes entitlements as expressly contained within or otherwise conflict with the express provisions of the Agreement are invalid.

Section 3. The Parties agree that any local or regional written agreement(s) not in conflict with the express terms of this Agreement shall remain in effect, consistent with the provisions of the local and regional written agreement.

Section 4. If either Party at the local or regional level determines that a provision(s) of a local or regional written agreement is in conflict with the express provisions of this Agreement, it will notify the other Party:

- a. If the Parties agree that a provision(s) of a local or regional written agreement(s) is in conflict with the express terms of this Agreement, the provision(s) shall be immediately terminated. At the request of either Party they will immediately begin negotiations to replace the terminated provision(s) in accordance with **Article 69** of the Agreement. However, either Party may propose that the matter is adequately covered by this Agreement.
- b. If the Parties disagree that a provision(s) of a local or regional written agreement(s) is in conflict with the express terms of this Agreement, the pertinent provision(s) shall remain in effect and the Parties at the appropriate level shall meet and negotiate in good faith to resolve any disagreements.

Section 5. If the Parties at the local or regional level cannot reach an agreement as described in Section 4.b., the Parties shall immediately elevate the disputed provision(s) to the respective Parties at the national level for review. The disputed provision(s) shall remain in effect.

Section 6. The Parties at the national level shall meet as soon as possible to review all written agreements elevated and shall make every effort to complete this process as expeditiously as possible.

Section 7. The Parties at the national level shall adhere to the following as it pertains to elevated provision(s).

- a. If the Parties at the national level agree that a disputed provision(s) of a written agreement does not conflict with this Agreement, the provision shall remain in effect consistent with the internal provisions of the local or regional written agreement.
- b. If the Parties at the national level agree that a provision(s) of a local or regional written agreement does conflict with this Agreement, the provision(s) shall be immediately terminated. The Parties at

the national level will refer the issue back to the local or regional level for negotiations, to replace the terminated provision(s) in accordance with [Article 69](#) of this Agreement. However, either Party may propose that the matter is adequately covered by this Agreement.

Section 8. If the Parties at the national level cannot agree that a conflict exists, the disputed provision(s) will remain in effect and the dispute shall be submitted to expedited arbitration.

- a. The Parties at the national level shall select an arbitrator(s) to hear such disputes. The arbitrator shall confine himself/herself to the following issue:

Does the disputed provision of the local or regional written agreement conflict with the Parties' Agreement?

The arbitrator shall have no authority to decide any other issue.

- b. If the arbitrator decides that the disputed provision(s) of a local or regional agreement does not conflict with this Agreement, the provision(s) shall remain in effect consistent with the internal provisions of the local or regional agreement.
- c. If the arbitrator decides that the disputed provision(s) of a local or regional agreement does conflict with this Agreement, the provision(s) shall be immediately terminated. The issue shall be referred back to the local or regional level for negotiations, to replace the terminated provision(s) in accordance with [Article 69](#) of this Agreement. However, either Party may propose that the matter is adequately covered by this Agreement.
- d. The arbitrator shall issue a bench decision whenever possible. The Parties shall grant the arbitrator an additional seven days to issue a decision if the arbitrator so requests. The Parties agree that every effort shall be made to conclude this arbitration process as expeditiously as possible.
- e. An arbitrator's decision shall be final and binding.

Section 9. If the Agency alleges that a provision(s) of a local or regional written agreement conflicts with this Agreement because it violates law or applicable government-wide regulations, including alleged violations of 5 U.S.C. 7106(a) management shall notify the Union at the appropriate level. If the Parties agree that a provision(s) of a local or regional written agreement conflicts with this Agreement because it violates law or applicable government-wide regulations, including violations of 5 U.S.C. 7106(a), the pertinent provision(s) shall be immediately terminated. At the request of either Party, negotiations shall immediately begin to replace the pertinent provision(s) in accordance with [Article 69](#) of this Agreement. However, either Party may propose that the matter is adequately covered by this Agreement.

If the Parties disagree that a local or regional written agreement conflicts with this Agreement because it violates law or applicable government-wide regulations, including alleged violations of 5 U.S.C. 7106(a), the provision(s) remain in effect until the procedures set forth above are concluded. The Parties agree, on local and regional written agreement(s) previously reached involving permissive subjects of bargaining under 5 U.S.C. 7106(b), the Agency shall not raise [Article 4](#) as a basis of conflict with the Agreement.

ARTICLE 80 - Duration

This Agreement is for a period of five (5) years and shall become effective on the date it is approved by the FAA Administrator or her designee and ratified by the membership of PASS. It shall automatically renew unless either Party gives written notice to the other of its desire to amend or terminate the Agreement. The written notice must be given not more than one hundred-five (105) calendar days or not less than sixty (60) calendar days preceding the expiration date of this Agreement. Within thirty (30) days after receipt of the written notice, the Parties will meet and begin negotiations. 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. If this Agreement is automatically extended under the terms of this Article, the policies of DOT and FAA, current at the time of extension, shall be controlling in the event of conflict or incompatibility with the Agreement.



THE NEW PASS / AIRWAY FACILITIES PAY PLAN

FEBRUARY 22, 2000

Chapter 1. PASS / AF Pay Plan: Job Structure

Coverage
What's Changed
Components Being Retained
Components Being Added
Components Being Eliminated
Job Series
Job Categories
Career Levels
Assignment of Current Job Series / Grades to Career Levels
Job Documentation
Definitions:

Chapter 2. Annual Pay Changes

Purpose
What's Changed
Components Being Retained
Components Being Added
Components Being Eliminated
Within Grade Increase Buyout
Special Circumstances

Chapter 3. New Hire Salaries

Purpose
Coverage
What's Changed
Components Being Retained
Components Being Added

Components Being Eliminated
Terms and Definitions
New Hire
Rehire
Policy Application
Non-2101 Job Series Positions
2101 Job Series Positions
AF Specialized Job Category (Applicable to Employees in the FV-802, 856, and 2101 Job Series)

Chapter 4. Pay Setting on Movement from One Position to Another

Purpose
Promotions
Temporary Promotions
Competition Requirements
Reassignments
Details
Demotions
Re-Promotions
Movement from FG to FV positions
Movement from FV to FG positions

Chapter 5. Workplace Circumstances

Purpose
Awards and Incentives
Locality Pay
Cost of Living Allowance (COLA)
Post Differential
Overtime
Compensatory Time
Premium Pay
Compensated Telephone Availability (CTA) Premium
On-the-Job Training (OJT) Instructor Premium

Appendix A: Job Category Definitions

Appendix B: Job Category Assignments in Airway Facilities

Appendix C: Conversion of Grades to Levels and Pay Bands

Appendix D: Pay Setting Provisions at Time of Conversion

Appendix E: Pay Bands

Appendix F: Career Level Definitions

Student Job Category
Clerical Support Job Category
Administrative Support Job Category
Technical Support Job Category
Professional Job Category
Technical Job Category

Appendix G. Systems Complexity Level Guide

Chapter 1. PASS / AF Pay Plan: Job Structure

The current FG (General Schedule) includes definitions, position descriptions, classification standards and guides, and career progression policies. Jobs are established by the nature and type of work being performed. To ensure competitive pay levels for each position, we must first clearly document the job responsibilities being completed and the knowledge, skills, and abilities necessary to perform the work.

Coverage

The PASS / AF Pay Plan will cover all Airway Facilities employees represented by the Professional Airways System Specialists (PASS).

What's Changed

The new PASS / AF Pay Plan retains some components of the current Federal compensation system that continue to provide value to the FAA. Some new components are being added to address our unique needs

Components Being Retained and objectives, and other components are being eliminated.

The new PASS / AF Pay Plan will continue to use:

- A job numbering nomenclature based on our existing Job Series. Job Series that are highly similar or that are not frequently used are eliminated. A complete list of occupational series no longer being used is provided under *Job Series* on the following page.
- Qualifications Standards. The *Qualification Standards Handbook, X-118*, published by the Office of Personnel Management, will continue to be used until replaced by agency-developed standards. PASS will be invited to participate in developing standards applicable to job series within AF.
- The System Complexity Level Guide (SCLG). This guide covers job series covered by the AF Specialized Job Category. It is being retained as a supplement to the qualifications standard and will be updated as needed. PASS will be invited to participate in periodic updates to the Guide. When the pay system is initially turned on, an updated version of the original PRIB 21-2 will be used. A workgroup will be established to develop new promotion requirements as well as a new SCLG. A copy of the updated promotional criteria that will initially be used is provided in Appendix G.
- Pay Cap. The policy for setting the maximum base pay level for an employee is unchanged. The maximum pay level (adjusted base pay) can be no higher than the pay of the FAA Administrator.
- Wage System Provisions. Wage Grade employees will continue to be covered under the pay and classification system applicable to all other Federal prevailing rate employees.

Components Being Added

- Job Categories. Job Series are grouped together into categories that reflect similarities in the nature and type of work to be completed. Job Category Definitions are provided in Appendix A.
- Career Levels. Career Levels have been defined for each Job Category. The Career Levels define the number of progressions within a particular Job Category. Career Level Definitions will be maintained by Human Resource Offices and will be available at all field organizational elements and through the FAA Intranet site. Career Level Definitions for the PASS / AF Pay Plan are included in Appendix F. A workgroup will be established to further refine the definitions used for jobs in the AF Specialized Job Category.
- Pay Bands. The pay bands are included as Appendix E. The AF Pay Bands will be reviewed each year and updated as appropriate.
- Incorporation of Air Traffic Revitalization Act (ATRA) compensation into base pay. Upon conversion to the new system, employees currently eligible to receive ATRA on a full-time permanent basis will have it incorporated into their base pay at a rate of 4.1%. Increasing the base pay by 4.1 percent, rather than 5 percent, offsets the resulting increase in other areas such as retirement and life insurance. AF / PASS bargaining unit employees designated as "Tiger Team" and coded as eligible to receive ATRA pay as of the date of the Memorandum of Agreement shall have such pay rolled into their base pay in the amount of 1% at the time of conversion to the new pay plan. Upon implementation of the PASS / AF Pay Plan, ATRA as a premium will no longer be applicable.

- New Pay Designator. A new pay designator, FV, has been established to identify the PASS / AF Pay Plan.

Components Being Eliminated

- Classification Standards and Guides. Classification Standards and Guides have been eliminated.
- Position Descriptions. Position descriptions will be replaced with Job Category Definitions and Career Level Definitions.
- The existing FG (GS) Pay Schedule. The new pay bands will replace the FG Pay Schedule.
- Pay Grades. The 15 pay grades associated with the GS Pay Schedule will be replaced by the new pay bands.
- Steps. The ten steps associated with the current GS Pay Schedule and pay grades will be eliminated.
- Within Grade Increases. The pay step increases provided to Federal employees who have served the required waiting period for advancement and who have demonstrated an acceptable level of performance will no longer be applicable.

Job Series

Job Series were analyzed to identify areas where the nature and type of work being performed was similar. The major reasons for consolidating these series are to:

- Streamline administrative requirements
- Reduce the number of job series, therefore reducing the cost of administration
- Broaden career opportunities for employees in new Job Categories

As a result of this analysis, the following Job Series are being consolidated:

<i>Job Series Being Consolidated</i>	⇒	<i>New Job Series to which Employees Will Be Assigned</i>
305 Mail & File 322 Clerk-Typist 326 Office Automation Clerical 394 Communications Clerical		303 Miscellaneous Clerk & Assistant
2001 General Supply 2010 Inventory Management 2130 Traffic Management	⇒	346 Logistics Management
560 Budget Analysis	⇒	501 Financial Administration & Program

Job Categories

Each Job Series has been assigned to a Job Category. Assignments were made based on analysis of the nature of work being performed. The categories employed in the new plan include:

- Student
- Clerical Support
- Administrative Support
- Technical Support
- Professional
- Technical
- AF Specialized

A complete list of the Job Category assignments for each occupational series is provided in Appendix B.

Career Levels

A Career Level defines the number of progressions within a particular Job Category. The number of Career Level progressions in each category are listed as follows:

- Student: 3 Levels
- Clerical Support: 3 Levels
- Administrative Support: 3 Levels
- Technical Support: 3 Levels
- Professional: 5 Levels
- Technical: 5 Levels
- AF Specialized: 5 Levels

Assignment of Current Job Series / Grades to Career Levels

During the initial implementation period, each current Job Series / grade (for example, a Clerical Support position, FG 303-5) will be assigned to a new Job Category / Career Level (for example, Clerical Support, FV-303, Level 2 in Pay Band D).

Assignments are based on analysis of the nature of the work performed and the qualification requirements. The assignment of positions in current grades to new Career Levels for each Job Category is summarized in Appendix C.

Job Documentation

Job Documentation consists of:

- Definitions of each Job Series;
- Definitions of each Job Category; and
- Definitions of the Career Levels within each Job Category

Definitions:

Base Pay (also Base Salary, Rate of Basic Pay). The annual rate of pay to be paid to an employee, not including locality pay or premium pays.

Adjusted Base Pay. The annual rate of pay, including locality pay but not including premium pays.

Total Pay. An employee's adjusted base pay, plus premium pay and applicable allowances.

President's Annual Comparability Increase: The annual adjustment to the General Schedule under 5USC 5332(a) in accordance with 5 USC 5303.

Chapter 2. Annual Pay Changes

Purpose

This chapter defines the process for allocating annual base pay increases. The objectives of the annual pay change process are to align employee base pay increases with both organizational success and individual contributions.

What's Changed

The process for making annual base pay changes is significantly different from past practices.

Components Being Retained

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.

Components Being Added

- Organizational Success Increase (OSI). The OSI is an increase to base pay, awarded by the Administrator, that is designed to recognize successful organizational performance.
 - Funding. 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.
 - Allocation. 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.

- Superior Contribution Increases (SCI). The SCI is an increase to base pay which is designed to recognize individual employees' superior contributions to the agency.
 - Funding. 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.
 - Allocation. Pending the development of a performance measurement system for Airway Facilities, all eligible AF employees will receive an SCI of .6 percent for the first implementation year of the new plan. For subsequent years, a work team consisting of PASS and management will be established to complete the design of AF's application of SCI. 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.

- Eligibility. All employees covered by the PASS/AF Pay Plan are eligible for the annual OSI/SCI base pay change with the following exceptions:
 - Employees with less than ninety calendar days continuous service with the FAA immediately prior to the end of the performance year (Fiscal Year)
 - Employees with a 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.

Components Being Eliminated

- President's Annual Comparability Increase. Upon implementation of the plan, this annual pay adjustment will be replaced with the OSI component described above.
- Within Grade Increases (WIG). WIGs will no longer be provided upon implementation.
- Quality Step Increases. Quality Step Increases will no longer be provided upon implementation.

Within Grade Increase Buyout

Percentage of WIG Earned	Normal WIG Amount	WIG Buyout
$\frac{\# \text{ Days Since Last WIG}}{\# \text{ Days Between Scheduled WIGs}}$	\times Planned WIG Increase (Excluding Locality Pay)	$=$ Pro-Rated WIG Increase

Within Grade Increases (WIG) are no longer provided under the PASS / AF Pay Plan. As employees are converted from the FG pay plan to the new PASS / AF Pay Plan (FV), an employee's next WIG will be "bought out" on a pro-rated basis to reflect the length of time served toward the next WIG. Following is a description of the methodology for calculating WIG buyouts:

Example:

An employee is currently an FG 12, Step 5. The date of the last actual WIG was October 11, 1998.

The scheduled date of the next WIG is October 8, 2000. The amount of the next WIG increase is \$1,565 (excluding Locality Pay). The employee is converted to the FV Pay Plan on May 7, 2000. The next scheduled OSI is January 2001.

Statistics necessary for calculating the pro-rated WIG are summarized below. As of the date of conversion (May 7, 2000):

- Number of Days Since Last WIG = 574 (41 Pay Periods from 10/11/98 to 05/07/00)
- Number of Days Between Scheduled WIGs = 728 (52 Pay Periods from 10/11/98 to 10/08/00)
- Planned WIG Increase = \$1,565

$$\frac{574 \text{ Days}}{728 \text{ Days}} \times \$1,565 = \$1,234$$

The employee's pro-rated WIG at date of conversion would be calculated as follows

Special Circumstances

- Relationship of Basic Pay to the Band Minimum at Time of Conversion. If, at the time of conversion to the FV pay system, an employee's rate of basic pay would otherwise fall below the minimum of the applicable pay band, the employee's rate of basic pay will be increased to the minimum of that pay band.
- **Rate of Basic Pay Exceeds the Pay Band Maximum at time of Conversion.** All employees in the PASS 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.

Further guidance pertaining to this issue for technical employees is included in paragraph 2 of the Parties Clarification Memorandum of Agreement.

Chapter 3. New Hire Salaries

Purpose

This chapter establishes guidelines for determining base salaries for employees newly hired into the PASS Bargaining Unit. It provides new management flexibility to ensure the ability to attract high quality employees. New decision-making tools and guidelines are also provided to help ensure consistency in the decision-making process.

Coverage

This chapter applies to newly hired or rehired permanent and temporary employees.

What's Changed

Components Being Retained

- Highest Previous Rate provisions for rehires and for employees being hired from other Federal agencies will support FAA in attracting well-qualified candidates.

Components Being Added

- Managers will be provided with flexibility to set starting pay levels.
- Managers will be provided with tools to support the decision-making processes.

Components Being Eliminated

- Current policies regarding pay setting will be replaced with simpler, more flexible policies.

Terms and Definitions

New Hire

- An individual who is not currently employed by the FAA. This includes individuals hired from the private sector and individuals hired from other government agencies.

Rehire

- An individual who is not currently employed by the FAA, but was previously an FAA employee.

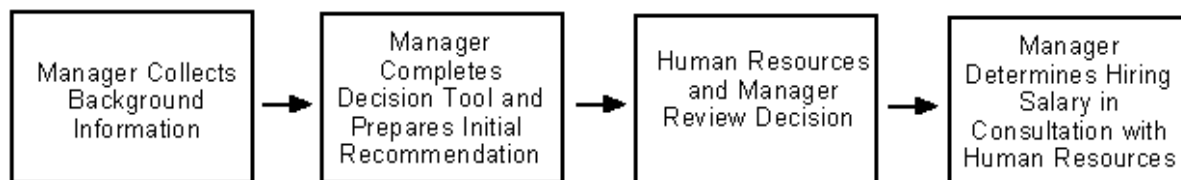
Policy Application

After implementation, an employee is assigned to a Career Level based on an assessment of business need for job responsibilities and employee skills, knowledge, and abilities according to the Career Level Definitions.

Non-2101 Job Series Positions

The starting pay for a newly hired or rehired employee must be within the pay band to which the vacant position is assigned. Managers, working collaboratively with their servicing Human Resource Management organization, may set starting pay anywhere within the lowest one third of the applicable pay band. Division Managers or Program Directors may approve offers above the lowest one third of the applicable pay band.

The process for determining an appropriate base pay involves the following steps:



2101 Job Series Positions

Managers are required to use Airway Facilities Centralized Applicant Pool System (AFCAPS) to determine the starting pay for all positions in the 2101 Job Series. Offers above the rate determined by AFCAPS require additional approval by the Division Manager. Newly hired FV-2101 employees will now be paid as follows:

- Employees who would otherwise have been hired at the FG-2101-5 level will now be hired into Pay Band F and paid at the minimum rate of that pay band.
- Employees who would otherwise have been hired at the FG-2101-7 level will now be hired into Pay Band F and paid at 5 percent above the minimum rate of that pay band.
- Employees who would otherwise have been hired at the FG-2101-9 level will now be hired into Pay Band F and paid at 10 percent above the minimum rate of that pay band.
- Employees who would otherwise have been hired at the FG-2101-11 level will now be hired into Pay Band

G and paid at 18.8 percent above the minimum rate of Pay Band F.

Offers may only be extended to candidates after approval of the starting pay. Offers must be communicated in accordance with established procedures in each Human Resource Management Office.

AF Specialized Job Category (Applicable to Employees in the FV-802, 856, and 2101 Job Series)

Due to the agency's significant commitment to modernizing the NAS, it is in the Parties best interest to hire at the highest level possible under AFCAPS. This policy maximizes AF's effectiveness and efficiency by expediting an employee's progression to the journey level.

Chapter 4. Pay Setting on Movement from One Position to Another

Purpose

This chapter describes the policies for setting employees' pay upon promotion, reassignment, or demotion.

Promotions

Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's base pay will increase by 8 percent, or to the minimum of the new pay band, whichever is greater.

Temporary Promotions

The process for competing temporary promotions is unchanged. When an employee is temporarily promoted, the manager provides a base pay increase using the applicable promotion policy stated above. At the conclusion of a temporary promotion, an employee's base pay is recalculated as if the temporary promotion had not occurred. Competition Requirements

Competition is required for movement to a new position that is in a job category with higher pay potential, and for all promotions to Band I and above. Also, reassignments to positions with higher promotion potential must be competitive (e.g., reassignment from a Level 3 Clerical Support position to a Level 2 Administrative Support position). All promotions, both competitive and non-competitive, must be administered in a fair and impartial manner.

Reassignments

A reassignment is a *permanent* move to another position within the same pay band which represents a change in an employee's position of record. A reassignment may include a change in Job Series (e.g., change in series from 318 to series 335) or a change from one organization to another, within or across LOBs/Staff Offices.

The base pay of an employee will not change on reassignment from one bargaining unit position to another. However, the adjusted pay is subject to change if the move is to a position with a different locality rate.

Details

A detail is a temporary movement to another position which does not change the employee's position of record and therefore does not change the employee's base pay.

Demotions

A demotion is a change in job assignment that results in a lower pay band assignment. A demotion may include: a change to a new Job Series that is assigned to a lower pay band or a reduction in an employee's current level assignment (within the same series). Base pay treatment in the event of a demotion depends on the specific

circumstances surrounding the demotion, outlined as follows:

- **Voluntary Demotions at Employee's Request:** When an employee requests, and is assigned to, a new position that is in a lower pay band, and the employee's base pay falls within the new pay band, the employee's base pay does not change. When the employee's base pay prior to the voluntary demotion exceeds the maximum range of the lower band, the employee's base pay is set at the maximum rate of the lower pay band.
- **Involuntary Demotions, No Fault of Employee:** When an employee is involuntarily assigned to a new position with a lower pay band, no changes are made to base pay. In the event that the employee is paid above the pay band maximum, future pay increases will be paid in accordance with Chapter 2, Annual Pay Changes, Special Circumstances.
- **Involuntary Demotions, Performance/Conduct:** When an employee is involuntarily assigned to a new position with a lower pay band as the result of a decision letter on performance or conduct, pay is reduced to a comparable "position in pay band." For example, if an employee were paid 30 percent into the current pay band, pay would be reduced to a level that is 30 percent into the new pay band.

Re-Promotions

In setting the pay of employees who are re-promoted to a pay band previously held, managers will review all circumstances surrounding the re-promotion and set pay within a range of pay that extends from the minimum of the new pay band up to the employee's highest previous government rate, depending on factors such as the length of time served in the lower band, the basis for the re-promotion, etc. Managers must ensure that employees selected for re-promotion are advised of the pay setting prior to their assignment to the new position.

Movement from FG to FV positions

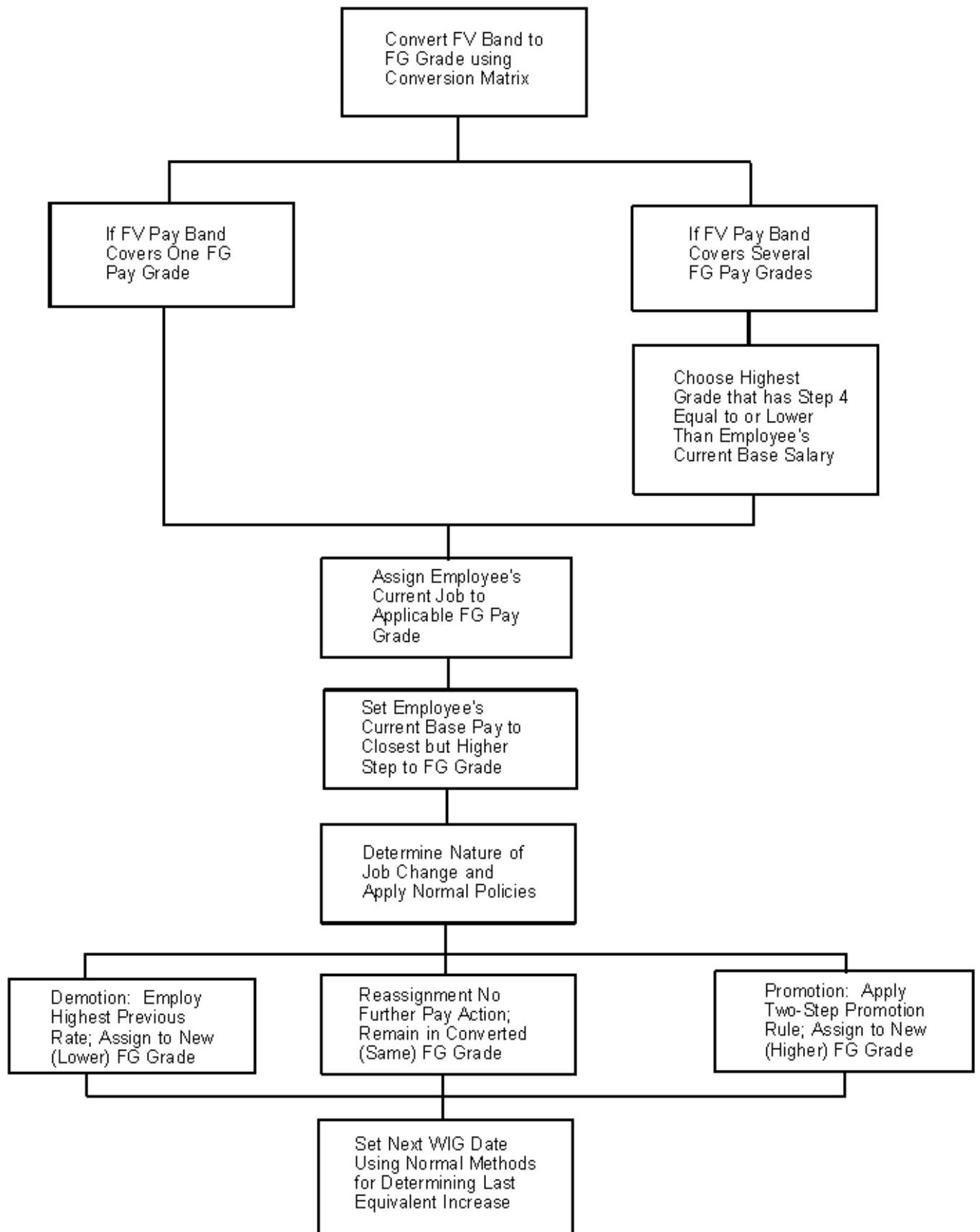
The process for moving from FG positions into PASS / AF Pay Plan (FV) positions is as follows:

- Using Appendix B, Job Category Assignments in Airway Facilities, determine the new Job Series and Job Category in the Airway Facilities Pay Plan.
- Using Appendix C, Conversion of Grades to Levels and Pay Bands, determine the new Career Levels within the Job Category based on the employee's current FG grade.
- Using Appendix C, Conversion of Grades to Levels and Pay Bands, determine the appropriate Band assignment based on the assigned Career Level determined in Step 2.

See Appendix D, Pay Setting Provisions at Time of Conversion, for further information regarding pay-setting procedures.

Movement from FV to FG positions

These procedures will be used when employees move from the PASS / AF Pay Plan (FV) to FAA FG positions. The process for setting pay for employees that move from a position covered by the PASS / AF Pay Plan (FV) to a position covered by the FG Pay Plan is as follows.



Chapter 5. Workplace Circumstances

Purpose

To provide a competitive and fair compensation package, recognizing the unique characteristics of an employee's work environment. This chapter addresses issues such as: differences in local market pay rates (e.g., locality pay), substantial cost of living differences (e.g., COLA for Alaska), overtime, shift differentials, and other forms of premium pay.

Awards and Incentives

The existing AF Awards and Incentives Program will be maintained upon implementation of the PASS / AF Pay Plan. All awards and incentives shall be administered in accordance with applicable agency policy and the collective bargaining agreement.

Locality Pay

Federal pay rules currently provide locality pay for approximately thirty metropolitan areas and for one area covering the "Rest of the United States." Locality pay, as it currently exists, will be maintained in the PASS / AF Pay Plan. In addition, employees will continue to receive the locality pay adjustments recommended by OPM and approved by the President. The locality pay adjustment will be effective on the same date that it is paid to the rest of the Government.

Cost of Living Allowance (COLA)

COLAs are base pay differentials paid to employees working in locations outside the contiguous United States that have substantially different local economies. The PASS / AF Pay Plan will maintain the current COLA program.

Post Differential

A post differential of up to 25% of an employee's rate of basic pay may be paid to an employee in a non-foreign area, based on: 1) extraordinarily difficult living conditions, 2) excessive physical hardship, or 3) notably unhealthy conditions. Post differential is paid to FAA employees at American Samoa, Guam and the Commonwealth of the Northern Mariana Islands.

Overtime

Overtime will be paid in accordance with Article 33, Overtime of the AF / PASS agreement.

Compensatory Time

Compensatory Time shall be administered in accordance with current agency policy.

Premium Pay

The FAA will retain all premium pays that are currently applicable to Airway Facilities.

Compensated Telephone Availability (CTA) Premium

The CTA premium is an effective tool to reduce and manage the Mean Time To Restore (MTTR) of NAS facilities. It will improve our ability to reach and use the skills of certified Airway Transportation System Specialists. Eligible employees will be compensated at 12.5 percent of their hourly rate of pay in accordance with Article 55 of the AF / PASS agreement.

On-the-Job Training (OJT) Instructor Premium

On-the-job training (OJT) is a critical element in the Airway Facilities certification process. Compensating those authorized to administer OJT would expedite and introduce an element of efficiency in the certification process. Certified OJT instructors will be compensated for administering formal and documented OJT at the rate of 10 percent of their hourly rate of pay in accordance with Article 28 - On the Job Training - of the AF / PASS agreement.

Appendix A: Job Category Definitions

Job Category	Definition
Student	Positions that involve the performance of work by students. Work may either be unskilled and performed under close supervision or may be skilled and in support of an occupation related to the student's field of study. This category does not include students who are placed in positions classified in other categories. For example, an engineering student engaged in a work-study program may qualify for and be placed in a position classified in the engineering category.
Clerical Support	Positions that involve the performance of clerical tasks that are routine in nature. This includes, but is not limited to, photocopying, compiling records, filing, gathering data, typing, and answering phones. The work generally follows standard procedures and requires a growing understanding of organizational policies and procedures.
Administrative Support	Positions that involve the performance of administrative tasks that require an increased level of specialized knowledge in an area of responsibility. This includes, but is not limited to compiling, tracking, and analyzing data, providing advanced word processing assistance, scheduling meetings, preparing correspondence, providing written or oral explanation of organizational policies, and maintaining records. Work supports a particular field such as accounting, finance, or human resource management. The work typically follows general procedures and varies in the complexity of duties.
Technical Support	Positions that involve the performance of technical tasks (in support of an engineering, technical, or specialized occupation) that require a specialized body of knowledge. This includes, but is not limited to: preparing technical drawings, completing experiments and/or data analysis, prepares explanation or instructions regarding technical procedure and policies. Work supports a technical, engineering, or specialized occupation such as engineering, clinical medicine, safety, environment, or meteorology.
Professional	Positions that involve the performance of professional responsibilities in a non-technical, non-engineering function. This includes, but is not limited to, human resource management, finance, acquisition, accounting, budgeting, building management, economics, community planning, and purchasing. Typically uses and applies principles, theories, and concepts and has working knowledge of other related disciplines.
Technical	Positions that involve the performance of professional responsibilities in a technical function. This includes, but is not limited to, information systems, aviation security, biology, architecture, and physical science. Typically uses and applies principles, theories, and concepts and has working knowledge of other related disciplines.
AF Specialized	Positions that involve the performance of professional responsibilities in specialized functions that are responsible for the installation, maintenance and/or operation of the National Airspace Systems facilities, equipment, and services. Typically uses and applies principles, theories, and concepts and has working knowledge of other related disciplines.

Appendix B: Job Category Assignments in Airway Facilities

Job Category	Current Occupational Series	Not Used	Future Occupational Series
Student	399 Admin/ Office Support Std. Trainee		399 Admin/ Office Support Std. Trainee
	899 Engineering Student Trainee		899 Engineering Student Trainee
Clerical Support	303 Miscellaneous Clerk & Assistant		303 Miscellaneous Clerk & Assistant
	305 Mail & File	X	303 Miscellaneous Clerk & Assistant
	322 Clerk-Typist	X	303 Miscellaneous Clerk & Assistant
	326 Office Automation	X	303 Miscellaneous Clerk & Assistant
	394 Communications Clerical	X	303 Miscellaneous Clerk & Assistant
Admin. Support	318 Secretary		318 Secretary
	335 Computer Clerk & Assistant		335 Computer Clerk & Assistant
	344 Management/Program Clerical/Asst.		344 Management/Program Clerical/Asst.

	1411 Library Technician		1411 Library Technician
	2005 Supply Clerical & Technician		2005 Supply Clerical & Technician
	2102 Transportation Clerk & Assistant		2102 Transportation Clerk & Assistant
Tech. Support	332 Computer Operation		332 Computer Operation
	818 Engineering Drafting		818 Engineering Drafting
Professional	018 Safety & Occupational Health Mgmt		018 Safety & Occupational Health Mgmt
	028 Environmental Protection Specialist		028 Environmental Protection Specialist
	301 Miscellaneous Administration/Prgm		301 Miscellaneous Administration/Prgm
	340 Program Management		340 Program Management
	341 Administrative Officer		341 Administrative Officer
	343 Management & Program Analysis		343 Management & Program Analysis
	346 Logistics Management		346 Logistics Management
	501 Financial Administration & Program		501 Financial Administration & Program

	560 Budget Analyst	X	501 Financial Administration & Program
	690 Industrial Hygiene		690 Industrial Hygiene
	809 Construction Control		809 Construction Control
	1082 Writing & Editing		1082 Writing & Editing
	1083 Technical Writing & Editing		1083 Technical Writing & Editing
	1101 General Business and Industry		1101 General Business and Industry
	1170 Realty		1170 Realty
	1701 General Education & Training		1701 General Education & Training
	1910 Quality Assurance		1910 Quality Assurance
	2001 General Supply	X	346 Logistics Management
	2010 Inventory Management	X	346 Logistics Management
	2130 Traffic Management	X	346 Logistics Management
Technical	334 Computer Specialist		334 Computer Specialist
	391 Telecommunications		391 Telecommunications

	808 Architecture		808 Architecture
	1340 Meteorology		1340 Meteorology
	1361 Navigational Information		1361 Navigational Information
	1550 Computer Science		1550 Computer Science
	1670 Equipment Specialist		1670 Equipment Specialist
	1825 Aviation Safety		1825 Aviation Safety
AF Specialized	802 Engineering Technician		802 Engineering Technician
	856 Electronics Technician		856 Electronics Technician
	2101 Airway Transportation Specialist		2101 Airway Transportation Specialist

Appendix C: Conversion of Grades to Levels and Pay Bands

Lowest Salary →	A	B	C	D	E	F	G	H	I	J	K	L	Highest Salary →
	\$14,800	\$17,000	\$19,100	\$22,000	\$25,300	\$29,000	\$33,900	\$41,300	\$50,400	\$61,500	\$73,500	\$87,800	
Pay Band	B	C	D	E	F	G	H	I	J	K	L		
	\$21,500	\$24,700	\$28,700	\$33,000	\$38,000	\$43,500	\$52,500	\$64,000	\$78,100	\$95,300	\$113,900	\$136,100	
Student	Level 1	Level 2	Level 3										
	FG - 1/2	FG - 3/4	FG - 5/9										
Clerical Support		Level 1	Level 2	Level 3									
		FG - 1-4	FG - 5/6	FG - 7/8									
Admin. Support			Level 1	Level 2	Level 3								
			FG - 3-6	FG - 7/8	FG - 9/10								
Technical Support				Level 1	Level 2	Level 3							
				FG - 5/6	FG - 7/8	FG - 9/11							
Professional					Level 1	Level 2	Level 3	Level 4	Level 5				
					FG - 5-9	FG - 10/11	FG - 12	FG - 13	FG - 14/15				
Technical						Level 1	Level 2	Level 3	Level 4	Level 5			
						FG - 5-9	FG - 10-12	FG - 13	FG - 14	FG - 15			
AF Specialized						Level 1	Level 2	Level 3	Level 4	Level 5			
						FG - 5-9	FG - 10/11	FG - 12	FG - 13	FG - 14/15			

Notes: Pay Bands Do Not Include Locality Pay
 Pay Band Salaries Reflect 2000 Salaries

Appendix D: Pay Setting Provisions at Time of Conversion

The process for moving from FG positions into PASS / AF Pay Plan (FV) positions is as follows:

- a. Using Appendix B, Job Category Assignments in Airway Facilities, determine the new Job Series and Job Category in the Airway Facilities Pay Plan.
- b. Using Appendix C, Conversion of Grades to Levels and Pay Bands, determine the new Career Level within the Job Category based on the employee's current FG grade.
- c. Using Appendix C, Conversion of Grades to Levels and Pay Bands, determine the appropriate Band.
- d. Using the Within Grade Increase Buyout procedures included in Chapter 2, calculate the amount of the Within Grade Buyout.
- e. Determine the employee's Base Salary within applicable Pay Band by adding the Within Grade Buyouts and ATRA percentage, if applicable, to the current FG salary.
- f. Salaries that fall below the minimum of the pay band will be adjusted up to the band minimum.
- g. Determine the employee's adjusted base pay by adding the applicable Locality Rate percentage.

Example:

Note: The dates and dollar values used in the following example are for illustration purposes only:

An Airway Transportation Systems Specialist, FG-2101-12, step 6, is converted to the new PASS / AF Pay Plan effective May 7, 2000. The employee had received a Within Grade Increase to step 6 effective July 19, 1998. The employee's base pay as an FG-12 step 6 on the FG pay schedule, excluding locality pay, is \$54,780.

Upon conversion to the new pay system, the employee's pay is computed as follows:

Step 1. Use the Chart in Appendix B to determine the employee's Job Category. In this example, the Job Category is AF Specialized, because the employee is assigned to the FG-2101 Job Series.

Step 2. Use the Chart in Appendix C to determine the employee's Career Level. Because the employee in this example is an FG-12, the appropriate level is Career Level 3.

Step 3. Again, use the Chart in Appendix C to determine the employee's pay band. In this example, the appropriate pay band is Band H. Since the employee's base pay fits within the range of the band, the employee's base pay remains at \$54,780. This amount will be used in subsequent calculations.

Step 4. Use the Within Grade Increase Buyout procedures described in Chapter 2 to determine the amount of the employee's buyout:

- a. Number of days since last WIG = 658 days (47 pay periods from 7/19/98 to 05/07/00)
- b. Number of days between scheduled WIGs = 728 days (52 pay periods from 07/19/98 to 07/16/00)
- c. Planned WIG increase = \$1,565
- d. Calculate the employee's pro-rated WIG at date of conversion as follows: $658 \text{ days} / 728 \text{ days} \times \$1,565 = \$1,415$

Step 5. Add the employee's pro-rated WIG amount of \$1,415 to the employee's base pay of \$54,780 (from Step 3) for a new base pay of \$56,195.

Step 6. Determine the employee's pay at time of conversion by adding the 4.1% ATRA percentage to the amount obtained in Step 5. This results in a new base pay of \$58,499 ($\$56,195 + 4.1\%$).

Step 7. Determine whether this amount falls within the range of the applicable pay band (in this

example, Band H). Because \$58,499 falls within the Band H range of \$41,300 - \$64,000, the employee's base pay is set at \$58,499. If the amount from Step 6 falls below the minimum rate of the applicable pay band, the employee's pay is set at the minimum of the pay band. If it exceeds the maximum of the pay band, the employee's base pay will be set in accordance with the "Special Circumstances" defined on page 6 of this document.

Step 8. Determine the employee's adjusted base pay by adding the applicable Locality Rate percentage to the amount of base pay computed in Step 7 above.

Appendix E: Pay Bands

The 2000 AF Pay Bands are listed below. These bands replace the current FG Pay Schedule. The pay bands do not include locality pay. Locality pay is computed separately, as a percent of base pay.

2000 AF Pay Bands				
Pay Band	Minimum	Midpoint	Maximum	Spread
A	\$ 14,800	\$ 18,100	\$ 21,500	45%
B	\$ 17,000	\$ 20,800	\$ 24,700	45%
C	\$ 19,100	\$ 23,900	\$ 28,700	50%
D	\$ 22,000	\$ 27,500	\$ 33,000	50%
E	\$ 25,300	\$ 31,600	\$ 38,000	50%
F	\$ 29,000	\$ 36,300	\$ 43,500	50%
G	\$ 33,900	\$ 43,200	\$ 52,500	55%
H	\$ 41,300	\$ 52,700	\$ 64,000	55%
I	\$ 50,400	\$ 64,300	\$ 78,100	55%
J	\$ 61,500	\$ 78,400	\$ 95,300	55%
K	\$ 73,500	\$ 93,700	\$113,900	55%
L	\$ 87,800	\$ 112,000	\$136,100	55%

Appendix F: Career Level Definitions

This Appendix contains the Career Level Definitions which are used with the PASS / AF Pay Plan. Finalized versions of the Career Level Definitions for the following Job Categories are complete and have been included:

Student	Technical Support
Clerical Support	Professional
Administrative Support	Technical

Career Level Definitions for the AF Specialized Job Category will be developed by a national work group. The Job Series that are covered by this new Job Category are: 802, 856, and 2101. Once these new Career Level Definitions are completed, they will be inserted into this Appendix. Prior to the development of these Career Level Descriptions, the existing Position Descriptions will continue to be used, and the table below depicts the mapping of current grades to Career Levels and Pay Bands:

FG-5 through FG -9	Level I	Band F
FG-10 and FG-11	Level II	Band G
FG-12	Level III	Band H
FG-13	Level IV	Band I
FG 14 and FG 15	Level V	Band J

Student Job Category

Student Level 1:

Performs basic tasks under the close direction of a manager, project/program manager, team leader, or more experienced employee. Assists manager and other employees on day-to-day operations.

Applies basic knowledge and minimal experience in performing tasks.

Regularly coordinates with a manager or other more experienced employee to plan time, prioritize assignments, and use assigned resources to accomplish tasks.

Contacts are primarily internal to the organizational unit, with a manager, project/program manager, team leader, or more experienced employee to share basic information and to receive guidance. In some areas, may have limited contact with external customers.

Established policies/procedures provide detailed guidance for almost all assignments, with little or no room for discretion. Receives detailed instructions from a manager, project/program manager, team leader, or more experienced employee.

Regularly refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee for guidance.

Work is reviewed regularly during the assignment and at completion to ensure timeliness and all aspects of quality.

Work activities typically support the work of other employees and contribute to the activities of the organizational unit.

Student Level 2:

Performs a mixture of routine and somewhat complex tasks under the general direction of a manager, project/program manager, team leader, or other more experienced employee. Assists manager and other employees in day-to-day operations.

Applies basic knowledge and limited experience in performing tasks.

Regularly coordinates with a manager or other more experienced employee to plan time, prioritize assignments, and use assigned resources to accomplish tasks.

Contacts are primarily internal to one organizational unit, with a manager, project/program manager, team leader, or more experienced employee to share basic information and to receive guidance. In some areas, may have limited contact with external customers.

Established policies/procedures provide detailed guidance for almost all assignments, with little or no room for discretion. Receives detailed instructions from a manager, project/program manager, team leader, or more experienced employee.

Regularly refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee for guidance.

Work is reviewed regularly during the assignment, and at completion, to ensure timeliness and all aspects of quality.

Work activities typically support the work of other employees and contribute to the activities of the organizational unit.

Student Level 3:

Performs a mixture of routine and complex tasks under the general direction of a manager, project/program manager, team leader, or more experienced employees, multiple assignments. Often acts as an individual contributor in day-to-day operations in support of the manager and other employees.

Applies detailed knowledge and limited experience in performing tasks, and has a general understanding of the work activities and objectives of the organizational unit.

Frequently coordinates with a manager or other more experienced employee to plan time, prioritize assignments, and use assigned resources to accomplish tasks.

Contacts are primarily internal to one or more organizational units, with managers, project/program managers, team leaders, or more experienced employees to share information and to receive guidance. In some areas, may have limited or regular contact with external customers.

Established policies/procedures provide detailed guidance for almost all assignments, with little or no room for discretion. Receives detailed instructions from a manager, project/program manager, team leader, or more experienced employee.

Frequently refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee for guidance.

Work is frequently reviewed during the assignment, and at completion, to ensure timeliness and all aspects of quality.

Work activities typically support the work of other employees and contribute to the activities of the organizational unit and possibly the major subdivision.

Clerical Support Job Category

Clerical Support Level 1:

Performs basic tasks under the close direction of a manager, project/program manager, team leader, or more experienced employee. Assists managers and other employees in day-to-day operations.

Applies basic knowledge and limited experience to accomplish assigned tasks. Has a basic understanding of office automation and other tools necessary to perform job functions. Typical tasks may include: typing/keyboarding; coding, entering, and transcribing data; sorting and filing; and maintaining directories, lists, and other standard guides.

Regularly coordinates with a manager, project/program manager, team leader, or more experienced employee to plan time, prioritize tasks, and use assigned resources.

Contacts are primarily internal to the organizational unit with a manager and other employees to share information or discuss the status of tasks. In some areas, may have frequent contact with customers and other parties on routine matters such as greeting and referring callers and visitors.

Established policies/procedures provide detailed guidance for almost all tasks, with little or no room for discretion. Works under detailed instructions provided by a manager, project/program manager, team

leader, or more experienced employee.

Regularly refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee for guidance.

Work is reviewed regularly during assigned tasks and at completion to ensure timeliness and all aspects of quality.

Work activities typically support the work of other employees and contribute to the activities of the organizational unit.

Clerical Support Level 2:

Performs basic and routine tasks under the general direction of a manager, project/program manager, team leader, or more experienced employee. Assists managers and other employees in day-to-day operations.

Applies experience and detailed knowledge to plan and accomplish assigned tasks. Has a general understanding of how clerical tasks contribute to organizational activities. Typical tasks may include: typing/keyboarding; coding, entering, and transcribing data; sorting and filing; and creating and maintaining directories, lists, and other standard guides.

Demonstrates some independence in planning time, but frequently coordinates with higher a manager, project/program manager, team leader, or more experienced employee to prioritize tasks, and use assigned resources.

Contacts are primarily internal to the organizational unit and major subdivision, but may have a significant external component. Internal contacts are typically with managers and other employees to share information or discuss the status of assigned tasks. External contacts are typically with customers and other parties on routine matters such as greeting and referring callers and visitors.

Established policies/procedures provide detailed guidance for almost all tasks, but leave some discretion to select the most appropriate approach. Works under general instructions provided by a manager, project/program manager, team leader, or more experienced employee.

Frequently refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee when guidelines are not available or applicable. Uses discretion on a regular basis when resolving routine problems. May assist in developing and recommending solutions on some occasions.

Work is reviewed frequently during assigned tasks and at completion to ensure timeliness, quality, and alignment with the requirements of the project or work activity.

Work activities typically support the work of other employees and contribute to the activities of the organizational unit and the major subdivision.

Clerical Support Level 3:

Performs routine and multiple and varying tasks/assignments under the limited direction of a manager, project/program manager, team leader, or more experienced employee. Assists managers and other employees in day-to-day operations, and may act as a lead for other support staff to coordinate multiple tasks.

Applies experience and advanced knowledge to plan and perform tasks/ assignments for projects, programs, and other work activities. Has a sound understanding of how clerical tasks contribute to organizational activities.

Typical tasks/assignments may include: word processing of documents, letters, memos or reports; coding,

entering, and transcribing data; collecting and organizing materials from several sources; and developing charts and tables for reports and briefings.

Demonstrates considerable independence in planning time, and coordinates only as needed with a manager, project/program manager, team leader, or more experienced employee to prioritize tasks/ assignments and use assigned resources. Often assists managers and other employees with planning and identifying resources to accomplish projects/programs and other work activities.

Contacts are typically internal and external. Internal contacts are typically with managers and employees in more than one organizational unit, major subdivision, and possibly LOB/Staff Office to share information and to discuss the status of tasks/assignments. External contacts are typically with customers and other parties on routine matters pertaining to the work of the organizational unit.

Established policies/procedures provide guidance for most tasks/assignments, but allow some discretion to select the most appropriate approach. Works under limited instructions provided by a manager, project/program manager, team leader, or more experienced employee. May provide recommendations to improve work processes.

Resolves most problems and work issues without the assistance of a manager or more experienced employee. Informs managers and other employees about problems/issues that require their attention, and may assist in problems and issues.

Work is reviewed periodically, typically at major stages and at completion, for quality and alignment with the requirements of the project or work activity.

Work activities typically support multiple projects/programs and contribute to the objectives of one or more organizational units and major subdivisions. In some areas, the work may affect internal and external customers.

Administrative Support Job Category

Administrative Support Level 1:

Performs basic tasks in support of a professional, technical, or specialized occupation under the close direction of a manager, project/program manager, team leader, or more experienced employee. Assists managers and other employees in day-to-day operations.

Applies basic knowledge and limited experience to perform assigned tasks. Typical tasks may include: compiling and tracking data; providing basic computer assistance; scheduling meetings; typing correspondence; providing standard information on administrative policies; and maintaining records.

Regularly coordinates with a manager, project/program manager, team leader, or more experienced employee to plan time, prioritize tasks, and use assigned resources.

Contacts are primarily internal to the organizational unit with managers and other employees to share information or discuss the status of assigned tasks. In some areas, may have regular contact with external customers and other parties on routine matters such as greeting and referring callers and visitors.

Established policies/procedures provide detailed guidance for almost all tasks, with little or no room for discretion. Works under detailed instructions provided by a manager, project/program manager, team leader, or more experienced employee.

Regularly refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee for guidance.

Work is reviewed regularly during assigned tasks and at completion to ensure timeliness and all aspects of quality.

Work activities typically support the work of other employees and contribute to the activities of the organizational unit.

Administrative Support Level 2:

Performs basic and routine tasks in support of a professional, technical, or specialized occupation under the general direction of a manager, project/program manager, team leader, or more experienced employee. Assists managers and other employees in day-to-day operations.

Applies limited experience and detailed knowledge to plan and accomplish tasks. Has some understanding of how administrative assignments contribute to the activities of the organizational unit. Typical assignments may include: compiling, tracking, and analyzing data; providing advanced computer assistance; scheduling meetings; preparing correspondence; providing written or oral explanations of administrative policies; maintaining records; and assisting with the coordination of new office policies and systems.

Demonstrates some independence in planning time, but frequently coordinates with a manager, project/program manager, team leader, or more experienced employee to prioritize tasks and use assigned resources.

Contacts are primarily internal to the organizational unit and major subdivision, but may have a significant external component. Internal contacts are typically with managers and other employees to share information or discuss the status of assigned tasks. External contacts are typically with customers and other parties on routine matters related to the professional or technical occupation supported.

Established policies/procedures provide guidance for almost all tasks, but provide some discretion to select the most appropriate approach. Works under general instructions provided by a manager, project/program manager, team leader, or more experienced employee.

Frequently refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee when guidelines are not available or applicable. May assist in developing and recommending solutions on some occasions.

Work is reviewed frequently at major stages of assigned tasks and at completion to ensure timeliness and alignment with the requirements of the project or work activity.

Work activities typically support the work of other employees and contribute to the activities of the organizational unit and the major subdivision.

Administrative Support Level 3:

Performs a combination of routine and multiple and varying assignments in support of a professional, technical, or specialized occupation under the limited direction of a manager, project/program manager, team leader, or more experienced employee. Assists managers and other employees in day-to-day operations, and may act as a lead for other support staff to coordinate multiple assignments.

Applies experience and advanced knowledge to plan and perform administrative assignments for projects/programs. Has a broad understanding of how administrative assignments contribute to organizational activities. Typical specialized assignments may include: compiling, tracking, and analyzing data; providing advanced computer assistance; scheduling meetings; preparing correspondence; providing written or oral explanation of organizational policies; and coordinating the implementation of new office policies and systems.

Demonstrates considerable independence in planning time, and coordinates only as needed with a manager, project/program manager, team leader, or more experienced employee to prioritize assignments and use assigned resources. Often assists with the planning and identifying of resources to accomplish projects/programs/activities.

Contacts are typically internal and external. Internal contacts frequently involve managers and employees from more than one organizational unit, major subdivision, and LOB/SO, to share information, coordinate efforts, and discuss the status of assignments. External contacts are typically with customers and other parties on routine matters related to the professional or technical occupation supported.

Established policies/procedures provide guidance for most assignments, but allow some discretion to select the most appropriate approach or to recommend new approaches. Typically works under limited instructions provided by a manager, project/program manager, team leader, or more experienced employee. May provide recommendations to improve work processes.

Resolves most problems and work issues without the assistance of a manager or more experienced employee. Identifies and informs managers and other employees of problems/issues that require their attention, and assists in developing and recommending solutions. Provides guidance to lower-level support staff for handling routine problems and issues.

Work is reviewed periodically, typically through status reports and at completion, to ensure policy compliance and alignment with the requirements of the project or work activity.

Work activities typically support multiple projects/programs and contribute to the objectives of one or more organizational units and major subdivisions. In some areas, the work may affect the objectives of one or more LOBs/Staff Offices.

Technical Support Job Category

Technical Support Level 1:

Performs basic tasks under the close direction of a manager, project/program manager, team leader, or more experienced employee. Typically acts as a member of a team to assist other employees in day-to-day operations.

Applies basic knowledge and limited experience to perform tasks, and has a basic understanding of how those tasks contribute to the organizational unit's activities. Typical tasks may include: collecting, verifying, compiling and summarizing data or information; maintaining records; and supporting higher level employees in research, examinations, investigations, or inspections.

Regularly coordinates with a manager, project/program manager, team leader or more experienced employee to plan time, prioritize tasks, and use assigned resources.

Contacts are primarily internal to the organizational unit with managers and other employees to share information and to discuss the status of tasks. In some areas, may have regular contact with external customers and other parties on routine matters such as obtaining or providing information related to tasks.

Established policies/procedures provide detailed guidance for almost all tasks, with little or no room for discretion. Typically works under detailed instructions provided by a manager, project/program manager, team leader, or more experienced employee.

Regularly refers problems and work issues to a manager, project/program manager, team leader, or more experienced employee for guidance.

Work is reviewed regularly during assigned tasks and at completion to ensure timeliness and all aspects of quality.

Work activities typically support the work of other employees and contribute to activities of the organizational unit. In some areas, the work may indirectly support the safety and security of internal and external customers.

Technical Support Level 2:

Performs a combination of routine and multiple and varying tasks/assignments under the general direction of a manager, project/program manager, team leader, or more experienced employee. Acts as an individual contributor and/or member of a team to assist other employees in day-to-day operations.

Applies experience and detailed knowledge to plan and accomplish routine tasks/assignments. Has a general understanding of how assignments contribute to organizational unit activities. Typical tasks/assignments may include: collecting, verifying, compiling and analyzing data; identifying technical problems and making initial recommendations; and assisting higher-level employees in research, examinations, investigations, or inspections.

Demonstrates some independence in planning time, but frequently coordinates with a manager, project/program manager, team leader, or more experienced employee to prioritize tasks/assignments and use assigned resources. May assist managers and other employees with identifying resources to accomplish tasks/assignments and small projects.

Contacts are primarily internal, but may also be external depending on the specialized area supported. Internal contacts often involve more than one organizational unit in a major subdivision and are with managers and other employees to share information and to discuss the status of tasks/assignments. External contacts are typically with customers and other parties on routine matters such as obtaining or providing information related to tasks/assignments.

Established policies/procedures provide guidance for almost all tasks/assignments, but allow some discretion to select the most appropriate approach. Works under the general instructions provided by a manager, project/program manager, team leader, or more experienced employee.

Frequently refers problems and work issues to a manager or more experienced employee when guidelines are not available or applicable. May assist in developing and recommending solutions to some problems/issues.

Work is reviewed frequently during major stages of tasks/assignments and at completion to ensure timeliness and alignment with the requirements of the project or work activity.

Work activities typically support one or more projects/programs and affect the objectives of the organizational unit and the major subdivision. In some areas, the work may indirectly support the safety and security of internal and external customers.

Technical Support Level 3:

Performs multiple and varying assignments under the limited direction of a manager, project/program manager, team leader, or more experienced employee. Acts as an individual contributor and/or member of a team to accomplish day-to-day operations, and may act as a lead for other technical support staff to coordinate multiple assignments.

Applies experience and advanced knowledge to plan and accomplish multiple and varying assignments. Has a thorough understanding of how technical support assignments contribute to organizational unit activities. Typical assignments may include: compiling, tracking, and analyzing data; identifying technical problems and recommending/implementing solutions, and actively participating with higher-level employees in research, examinations, investigations, or inspections.

Demonstrates considerable independence in planning time, and coordinates only as needed with a manager, project/program manager, team leader, or more experienced employee to prioritize assignments and use assigned resources. Often assists managers and other employees with planning and identifying resources to accomplish assignments, projects, and other work activities.

Contacts are typically internal and external. Internal contacts frequently involve more than one major subdivision or LOB/Staff Office and are with managers and other employees to share information, coordinate efforts, discuss the status of assignments, and to identify resources needed to complete assignments. External contacts are typically with customers and other parties involving information or

technical findings related to assignments.

Established policies and procedures provide guidance for most assignments, but allow considerable discretion to select the most appropriate approach or to recommend new approaches. Typically works under limited instructions provided by a manager, project/program manager, team leader, or more experienced employee.

Resolves most problems and work issues without the assistance of a manager or technical employee. Informs managers and other employees of problems/issues that require their attention, and assists in developing and recommending solutions. Provides guidance to lower-level employees for handling routine problems and issues.

Work is reviewed periodically, typically through status reports and at completion, to ensure policy compliance and alignment with the requirements of the project or work activity.

Work activities typically support multiple projects/programs and affect the objectives of one or more organizational units, major subdivisions, and possibly LOBs/Staff Offices. In some technical areas, the work may indirectly support the safety and security of internal and external customers.

Professional Job Category

Professional Level 1:

Performs basic (but progressively more difficult) assignments under the close direction of a manager, project/program manager, team leader, or more experienced professional. Typically acts as a member of a team for projects/programs within a defined area of responsibility.

Applies basic knowledge applicable to his/her discipline and limited experience to accomplish assignments. Typical assignments may include: collecting and recording data/information; conducting research; identifying problems; and assisting higher-level professionals in day-to-day operations.

Coordinates with a manager, project/program manager, team leader, or more experienced professional to plan time and use assigned resources to accomplish tasks.

Contacts are primarily internal to the organizational unit with a manager and other employees to share information, provide data and/or written analyses, and to discuss the status of assignments. In some specialties, may have contact with customers and other external parties on routine matters such as gathering information, explaining regulations, and discussing the customer's situation.

Established policies/procedures provide detailed guidance for almost all assignments, with little or no room for discretion. Works under detailed instructions provided by a manager, project/program manager, team leader, or more experienced professional.

Regularly refers problems and work issues to a manager, project/program manager, team leader, or more experienced professional for guidance.

Work is reviewed regularly during assignments and at completion to ensure timeliness and all aspects of quality.

Work activities typically support the work of other employees and contribute to activities of the organizational level. In some specialties, the work may affect internal and external customers.

Professional Level 2:

Performs a combination of routine and multiple and varying assignments under the general direction of a manager, project/program manager, team leader, or more experienced professional. Acts as an individual contributor and/or member of a team for projects/programs within a defined area of responsibility.

Applies experience and detailed knowledge applicable to his/her discipline to plan and accomplish assignments. Typical assignments may include: collecting and analyzing data/information; conducting research; applying policies and procedures; identifying problems; and working with higher-level and lower-level professionals in day-to-day operations.

Demonstrates some independence in planning time and using assigned resources to accomplish tasks or small projects.

Contacts are primarily internal to the organizational unit, major subdivision, or LOB/Staff Offices with a manager and other employees to share information, provide data and/or written analyses, and to explain the status of assignments. Depending on the specialty, may have frequent contact with customers and other external parties on routine matters such as gathering information, explaining regulations, and discussing the customer's situation.

Established policies/procedures provide guidance for most assignments, but allow some discretion to select the most appropriate approach. Typically receives guidance on selecting approach from a manager, project/program manager, team leader, or more experienced professional.

Refers problems and work issues to a manager, project/program manager, team leader, or more experienced professional when guidelines are not available or applicable.

Work is typically reviewed frequently during assignments and at completion to ensure timeliness, policy compliance, and alignment with the requirements of the project or other work activity.

Work activities typically support activities of the organizational unit and may affect project/ program objectives for the major subdivision and the LOB/Staff Offices. In some specialties, the work may affect internal and external customers.

Professional Level 3:

Performs multiple and varying assignments under the limited direction of a manager, project/program manager, team leader, or more experienced professional. Acts as an individual contributor and/or member of a team and may perform some leadership functions for small projects/programs or other work activities.

Applies experience and advanced knowledge applicable to his/her discipline to plan and accomplish assignments. Assignments may require knowledge and experience working across functional and/or organizational lines. Typical assignments may include: tracking and analyzing data to ensure compliance with policies and procedures; providing guidance to less-experienced professionals in day-to-day operations; identifying, analyzing, and recommending solutions for complex/difficult problems; and recommending improvements to systems and processes.

Demonstrates considerable independence in planning time, and assists a manager, project/program manager, team leader to plan and use assigned resources to accomplish projects/programs/activities. May identify and request additional resources, as needed.

Contacts are typically internal and external, with regular contacts among major subdivisions and LOBs/Staff Offices, with customers, and with other external parties to share information about FAA and to explain the application of policies and procedures.

Established policies/procedures provide guidance for most assignments, but allow considerable discretion to select the most appropriate approach or to recommend new approaches. Assignments often require a review of policies and precedents, under the limited guidance of a manager or other employee.

Resolves most problems and work issues without the assistance of a manager, project/program manager, team leader, or more experienced professional. Refers problems to managers and more experienced professionals that require their attention. May assist in developing and recommending solutions.

Work is reviewed periodically, typically at major milestones and at completion, for policy compliance and

alignment with the requirements of the project or other work activity.

Work activities typically support and may be vital to the success of projects or activities for one or more organizational units, major subdivisions, and LOBs/Staff Offices. In some specialties, the work may affect internal and external customers.

Professional Level 4:

Performs multiple, varying, and complex assignments under the minimal direction of a manager, project/program manager, team leader, or more experienced professional. May act as a contributing specialist on large work activities or as a project manager or team leader for large projects/programs/activities.

Applies experience and comprehensive knowledge applicable to his/her discipline to plan and conduct functional activities for projects/programs. Assignments frequently require knowledge and experience working across functional and/or organizational lines. Typical assignments may include: providing guidance to less-experienced professionals; leading small project/program teams; designing and recommending solutions to complex problems; preparing and reviewing management reports or contractual documents, and developing and recommending improvements to systems and processes to improve operational efficiency.

Independently plans time. Identifies, plans, and organizes available resources to accomplish projects/programs/activities. Makes optimal use of resources to complete activities within established schedules.

Contacts are internal and external. May act as a point of contact to provide advice and guidance on the application of policies and procedures. May be called upon to communicate FAA positions on policies and procedures internally and externally.

Established policies/procedures provide guidance for most assignments, but allow considerable discretion to select the most appropriate approach or to develop new approaches. Assignments regularly require the interpretation of internal and external policies and extrapolation from precedents.

Resolves most problems and work issues without the assistance of a manager, project/program manager, team leader, or more experienced professional. Develops and recommends approaches to address current and anticipated problems and issues. Works with management and more experienced professionals to jointly solve problems.

Work is rarely reviewed, typically through status reports and at project completion, to ensure policy compliance and alignment with the requirements of the project or other work activity.

Work activities typically impact directly on the objectives of one or more organizational units, major subdivisions, and LOBs/Staff Offices, and may affect the objectives of the FAA. In some specialties, the work often affects internal and external customers.

Professional Level 5:

Is a recognized subject-matter expert in a specialized area and provides leadership for highly complex and challenging activities under the minimal direction of a manager or executive. May act as a principal specialist to develop new and innovative approaches, methodologies, and techniques, or as a team leader to define and direct challenging projects/ programs/activities. Shares responsibility for the performance of programs/projects which frequently affect more than one LOB/Staff Offices or the FAA as a whole.

Applies experience and expert knowledge applicable to his/her discipline to conduct functional activities for projects/programs which often require the development of new and innovative approaches. Identifies and resolves challenging problems or issues which often cross-organizational boundaries and impact on the accomplishment of strategic objectives. Typical assignments may include: providing guidance to less-experienced professionals; leading large project/program teams; defining and developing internal policies

and procedures; predicting potential issues and proposing preventive action.

Applies knowledge of FAA's policies and objectives to identify, define and organize resources for large projects/programs/work activities. Acquires and allocates resources to accomplish activities within established schedules and budgetary requirements.

Contacts are internal and external. Often represents the major subdivision and LOB/Staff Offices as a principal point of contact to provide advice and guidance on the application of policies and procedures. Formulates and recommends positions on major projects/policies/issues to senior management. Prepares, reviews, and recommends approval of major reports for internal and external distribution on projects, programs and other work activities. Develops briefings to convey strategic vision or organizational policies to internal and external audiences.

Broad policies and objectives provide general guidance for addressing issues but often require the development of new approaches. Often asked to develop new policies, procedures, and approaches taking into consideration FAA policies, government-wide rules and regulations, and external concerns. May create new solutions and policy interpretations as the situation requires.

Provides expert guidance and instruction, both internally and externally, to address diverse, complex issues which often cross multiple projects/programs or functional areas. Develops and recommends approaches to address current and anticipated problems and issues. Works with senior management to identify and jointly resolve problems.

Work is typically reviewed only at completion for success in achieving planned results. Has broad discretion to ensure alignment organizational goals, policies, and the requirements of the project or other work activity.

Work activities typically impact directly on the objectives of one or more organizational units, major subdivisions, and LOBs/Staff Offices, and often impact on the objectives of the FAA. In some specialties, the work regularly affects internal and external customers.

Technical Job Category

Technical Level 1:

Performs a mixture of basic and routine (but progressively more difficult) assignments under the close direction of a manager, project/program manager, team leader, or more experienced technical specialist. Assists other employees or acts as an individual contributor and/or member of a team.

Applies basic technical knowledge applicable to his/her discipline and limited experience to accomplish assignments. Typical assignments may include: computer programming; collecting, recording and analyzing data/information; identifying problems; and performing investigation and inspection activities.

Coordinates with a manager, project/program manager, team leader, or more experienced technical specialist to plan time and use assigned resources to accomplish assignments.

Contacts are primarily internal to the organizational unit with a manager and other employees to share information, provide data and/or written analyses, and to discuss the status of assignments. In some areas, may have regular contact with customers and/or external organizations.

Established policies/procedures provide detailed guidance for almost all assignments, with little or no room for discretion. Works under detailed instructions provided by a manager, project/program manager, team leader, or more experienced technical specialist.

Regularly refers problems and work issues to a manager, project/program manager, team leader, or more experienced technical specialist when existing guidelines are not available or applicable.

Work is frequently reviewed during assignments and at completion for all aspects of quality.

Work activities typically support the work of other employees and contribute to activities of the organizational unit. In some areas, the work may affect the safety and security of customers.

Technical Level 2:

Performs a mixture of routine and multiple and varying assignments under the limited direction of a manager, project/ program manager, team leader, or more experienced technical specialist. Acts as an individual contributor and/or member of a team. May perform some leadership functions for small projects/programs/teams.

Applies experience and detailed technical knowledge applicable to his/her discipline to plan and accomplish assignments. Typical assignments may include: limited system development; collecting, recording and analyzing data/information; identifying problems; performing investigation and inspection activities; and initiating compliance and enforcement actions.

Demonstrates some independence in planning time and using assigned resources to accomplish assignments and small projects.

Contacts are primarily internal to the organizational unit, major subdivision, and LOB/Staff Office, with some contact with customers and external organizations. Contacts are typically intended to share information, provide data and/or written analyses, or to discuss the status of assignments. In some technical areas, may have regular contact with customers and/or external organizations.

Established policies/procedures provide guidance for most assignments, but allow some discretion to select the most appropriate approach. Typically receives guidance on selecting approach from a manager, project/program manager, team leader, or more experienced technical specialist. May provide recommendations to improve work processes.

Frequently refers difficult problems and work issues to a manager, program/project manager, team leader, or more experienced technical specialist when guidelines are not available or applicable.

Work is reviewed periodically during assignments and at completion to ensure timeliness and technical compliance with the requirements of the project or other work activity.

Work activities typically support the activities of the organizational unit and may affect project/program objectives for the major subdivision and the LOB/Staff Office. In some areas, the work may affect the safety and security of customers.

Technical Level 3:

Performs multiple, varying, and complex assignments under the limited direction of a manager, project/ program manager, team leader, or more experienced technical specialist. May act as a contributing specialist on large work activities or as a team leader for single or small work activities.

Applies experience and advanced technical knowledge applicable to his/her discipline to accomplish assignments and to develop plans and techniques to improve programs and policies. Understands how his/her technical area interacts with, or is affected by, other disciplines, and considers the objectives of the major subdivision and LOB/Staff Office when developing, integrating, and implementing solutions to diverse, complex problems. Typical assignments may include: system design and integration; rule making; investigation and inspection activities; compliance and enforcement actions; extensive research; and shared responsibility for project/program management.

Defines, plans, and organizes assigned resources to accomplish organizational objectives. Allocates resources to accomplish small work-activities within established schedules.

Contacts are internal and external. May act as a key technical point of contact for assigned activities.

Contributes to the preparation of management/technical reports or contractual documents, and may communicate the overall results of a project or work activity to FAA management, the aviation and aerospace industries, and other external parties.

Established policies/procedures provide guidance for most assignments, but allow considerable discretion to select the most appropriate approach, or to recommend new approaches. Assignments typically require solutions to be derived by interpreting and extrapolating from situations faced in the past. Provides recommendations to improve work processes.

Provides guidance to lower-level technical staff on how to solve difficult technical issues. Resolves all but unique technical problems without the intervention of management or a more experienced technical specialist. Identifies and informs management of problems that require their attention. Often develops and recommends techniques to address problem situations.

Work is reviewed periodically, typically at major milestones and at completion, for technical compliance and alignment with the requirements of the project or other work activity.

Work activities typically support and may be vital to the success of projects or activities of one or more organizational units, subdivisions, and LOBs/Staff Offices. In some areas, the work may affect the safety and security of customers.

Technical Level 4:

Performs multiple, varying and complex assignments under the minimal direction of a manager, project/program manager, team leader, or more experienced technical specialist. Acts as principal technical specialist or as a project manager or team leader for large work activities.

Applies experience and comprehensive technical knowledge applicable to his/her discipline, as well as an understanding of new technologies and methodologies, to solve complex problems and develop improved technical processes or systems. Considers the objectives of the major subdivision and LOB/Staff Office when developing, integrating, and implementing solutions to diverse, complex problems. Assignments frequently require knowledge and experience working across functional and/or organizational lines. Typical assignments may include: complex system design and integration; extensive research and analysis; investigation and inspection activities; compliance and enforcement actions; and direct responsibility for project/program management.

Defines, organizes, and assigns resources to accomplish organizational objectives. Allocates resources to accomplish large work activities within established schedules.

Contacts are internal and external. Often represents FAA as a senior technical point of contact on projects, programs and other work activities. Communicates results to all levels internally (within an LOB/SO or across LOBs/Staff Offices) and externally. Plays a lead role in drafting, reviewing, and editing reports or contractual documents for final approval prior to external distribution. Presents briefings to obtain consensus/approval on policies. Coordinates significant technical matters with representatives of external organizations.

Broad policies and objectives provide general guidance for addressing issues, but allow considerable discretion to develop new and innovative approaches. Draws on experience to solve unusual problems and may create new solutions and policy interpretations as the situation requires. Provides policy guidance and instruction to others, both internally and externally.

Provides guidance to lower-level staff on how to solve difficult technical issues. Resolves all but unique technical problems without the intervention of management or a more experienced technical specialist.

Develops plans, techniques, and policies to address current or anticipated problems and issues. Works with management to jointly solve problems.

Work is rarely reviewed, typically through status reports and at project completion, to ensure technical

compliance and alignment with the requirements of the project or other work activity.

Work activities typically impact directly on the objectives of one or more major subdivisions, LOBs/Staff Offices, and may impact on the objectives of the FAA. In some areas, the work may affect the safety and security of customers.

Technical Level 5:

Is a recognized expert within FAA and is called upon to provide leadership for highly complex and challenging activities under the minimal direction of a manager or executive. May act as a technical expert to develop new and innovative concepts, approaches, methodologies, techniques, and policies, or as a senior project manager or team leader for large, challenging work activities.

Applies experience and expert technical knowledge applicable to his/her discipline, as well as an understanding of new technologies and methodologies, to perform critical tasks requiring the development of new concepts, systems, or innovative approaches. Identifies and resolves highly complex problems or issues which often cross-organizational boundaries and impact on the accomplishment of FAA's strategic objectives. Also predicts potential issues and proposes recommendations for preventive action. Typical assignments may include: complex system design and integration; extensive research and analysis; investigation and inspection activities; compliance and enforcement actions; and direct responsibility to manage large, complex projects/programs.

Applies knowledge of FAA's policies and objectives to identify, define, and organize work for multiple work activities. Acquires and allocates resources to accomplish work activities within established schedules.

Contacts are internal and external. Often represents FAA as the primary technical authority for major projects, programs, and other areas of FAA responsibility. Formulates and recommends organizational positions on major projects/policies/issues to senior management. Prepares, reviews, and may approve organizational reports or policies for internal and external distribution. Develops briefings to convey strategic vision or policies to internal and external audiences.

Broad policies and objectives provide general guidance for addressing issues, but almost always require the development of new and innovative approaches. Often develops new policies, procedures, and approaches taking into consideration FAA policies, government-wide rules and regulations, and industry standards.

Develops innovative approaches to attain organizational objectives and optimize resource utilization.

Conceives, plans, and conducts studies involving complex issues and unique problems.

Provides expert guidance and instruction, both internally and externally, to address diverse, complex issues which often cross multiple projects/programs or functional/technical areas. Develops plans, techniques, and policies to address current or anticipated problems and issues. Works with senior management to identify and jointly solve problems.

Works mainly independently and has broad discretion to ensure alignment with organizational objectives and policies. As a technical expert, final work is typically reviewed for success in achieving planned results, not technical merit.

Work activities typically impact directly on the objectives of one or more LOBs/Staff Offices, often impact on the objectives of the FAA, and may affect the aviation and aerospace industries and other external parties. In some areas, the work may affect the safety and security of customers.

FV-2101 PROMOTION CRITERIA

A. From Career Level I to Career Level II (Formerly Promotion from FG-5/7/9 to FG-11)

Must complete requirements for all applicable lower career levels. In addition:

1. On-the-Job Training (OJT)

- Basic Orientation as locally developed
- Knowledge of AF Mission
- Shadowing (Hands On)
- Orientation and Safety OJT 45510
- Meets OJT Requirements for assigned workload

1. Training/Education/Certification

- COTS Refresher (Optional)
- Emergency Readiness for the 21st Century 14039
- General Maintenance Handbook 6000.15B
- National Airspace System (CBI)
- Fundamentals of Data Communication - 44012
- Introduction to Computers - 44013
- Troubleshooting Techniques - 47001 (CBI)
- Electronic Test Equipment - 44511
- Communications Equipment with Lab - 47504
- Successfully completes appropriate concepts and equipment training and OJT or certification requirements (as required) to maintain:

two Category I or

one Category II or higher equipment/facility or service

3. Employee's Performance Rating - Current and Meets Expectations

4. Supervisor's Endorsement (Some examples follow)

- Completion of assigned technical work
- Knowledge of National Airspace System (NAS)
- General administrative functions (compliance with general Administrative procedures, e.g., T&A, leave, travel, general office policies)
- Shows progression in technical duties in a non-certifying capacity, working independently, including duties such as:

serving as local test equipment coordinator

assist in performing modifications, periodic maintenance, etc.

- Performs maintenance on facilities and systems
- Evaluates and determines if equipment/system is operating within prescribed standards and tolerances.
- Demonstrates technical and administrative knowledge, for example:

6000.50 MCC functions (Local procedures)

- Flight check procedures (as applicable)
- Facility Reference Data File (FRDF) Order 6030.45A
- Aircraft Accident Procedures
- Small Purchases Authority/Restricted Purchases
- NAS Automated Performance Reporting System (6040, 6030.1E)

- Demonstrates ability to function successfully at next higher level

Note: The vehicle used to document these requirements is the Airway Facilities Training Plan (FAA Form 3000-14) and Certification Authority Requirements Agreement (FAA Form 3400-6)

B. From Career Level II to Career Level III (Formerly Promotion From FG-11 to FG-12)

Must complete requirements for all applicable lower career levels. In addition:

1. On-the- Job Training (OJT)

- Meets OJT requirements for assigned workload

1. Training/Education/Certification

- Successfully completes training and OJT or certification requirements (as required) to maintain:

- one Category III or
- two Category II or
- one Category II and two Category I or
- four Category I

1. Employee's Performance Rating - Current and Meets Expectations

2. Supervisor's Endorsement (Some examples follows)

- Shows progression in technical duties in a certifying capacity - working independently
- Performs or administers OJT as assigned
- Performs modifications and periodic maintenance independently
- Performs maintenance and certification
- Evaluates and determines if equipment/systems is within prescribed standards and tolerances including systems analysis
- Successfully performs administrative functions required of that position
- Demonstrates ability to function successfully at next higher level

Note: The vehicle used to document these requirements is the Airway Facilities Training Plan (FAA Form 3000-14) and Certification Authority Requirements Agreement (FAA Form 3400-6)

FV-802/856 F&E promotion criteria

A. From Career Level I to Career Level II (Formerly Promotion from FG-5/7/9 to FG-11)

Must complete requirements for all applicable lower career levels. In addition:

1. On-the-Job Training (OJT)

- Basic Orientation (Locally Developed)
- Knowledge of AF Mission
- Shadowing (Hands On) - Basic Writing & Soldering Techniques
- Orientation and Safety Equipment (OJT 45510)
- Meets OJT requirements for assigned work load
- Ability to coordinate activities for complex installations

2. Training/Education

- NAS Airspace Systems (CBI) - 47005
- Fundamentals of Data Communications - 44012
- Introduction to Computers - 44013
- Successfully complete all of the following courses or current equivalent:
 - Electronic Test Equipment - 44511
 - Construction Safety (local training) (Required for 802s only)
 - Troubleshooting Techniques (CBI) - 47001
 - Power Distribution Systems (CBI) - 47610
 - Communications Equipment with Lab - 47504
 - Contracting Officer's Technical Representative (COTR) - 07300
 - Application of Lockout and Tagout - 12601
 - Awareness of Lockout and Tagout - 14602 (Video)
- Demonstrate knowledge in:
 - Emergency Readiness for the 21st Century - 14039
 - FAPM-410 Regulation and Procedures
 - Lightning, Protection, Grounding, Bonding & Shielding - 40137
- Demonstrate successful completion of one or more of the required training within the relevant specialties

3. Employee's Performance Rating - Current and "Meets Expectations"

4. Supervisor's Endorsement (Some examples as follows)

- Based on factors such as:
 - Completion of assigned technical work

- Knowledge of National Airspace System (NAS)
- General administrative functions (compliance with general administrative procedures, e.g., T&A, leave, travel, general office policies)
- Ability to function successfully at next higher level
- Shows progression in technical duties
- Able to perform tasks with minimum supervision
- Evaluates technical plans
- Demonstrates ability to function successfully at next higher level
- Demonstrate knowledge associated with:
 - Flight check procedures
 - Facility Reference Data File (FRDF) Order
 - Small purchase authority/restricted purchases
 - Estimating for construction modifications
 - Scheduling duties and working independently
 - Capitalization and excessing of equipment
 - Regional handbooks and guidance
 - Customers and organization relationships
 - Ability to meet cost and schedule requirements
 - Working independently and demonstrating progression in technical duties
 - Ability to function successfully at next higher level

Note: The vehicle used to document these requirements is the Airway Facilities Training Plan (FAA Form 3000-14).

B. From Career Level II to Career Level III Positions (Formerly Promotion from FG-11 to FG-12)

The Journey Level for the F&E technician is Career Level II. All promotions to Career Level III must be competitive.

Must complete requirements for all applicable lower career levels. In addition:

1. On-the-Job Training (OJT)

- Meets OJT Requirement for assigned workload

2. Training/Education

- FAA Technical Directives and Policies
- Facility Instructor Training (FIT) - 10501 (Academy Training) Optional
- OJT Techniques (Academy Training) 10504 (or)
- OJT Techniques (Field conducted training) - 10527 (Optional)

3. Employee's Performance Rating - Current and "Meets Expectations"

4. Supervisor's Endorsement (Some examples follow)

- Demonstrate ability to be a COTR on major projects (Example: ASR-9 installation)
- Develop cost estimates within Service Area
- Knowledge of 2 or more large complex equipment systems
- Analyzes problems related to the design of facilities or equipment
- Resolves extra-ordinary technical problems within specialty area during system/facility installation
- Modifies standard plans and specifications to meet local unique requirements
- Analyzes problems related to the design of facilities or equipment

Note: The vehicle used to document these requirements is the Airway Facilities Training Plan (FAA Form 3000-14).

SYSTEM LEVELS

Category I	
ADAS	Automated Display Acquisition System
ALS	Approach Light System
ASI	Altimeter Setting Indicator (Aneroid or Digital)
ATIS	Automatic Terminal Information System
BU EC	Backup Emergency Communication Equip at Remote Site
CCTV	Closed Circuit Television System
CMLR	Communications Microwave Link Remote
CMLT	Communications Microwave Link Terminal
COMCO	Command Communications Outlet
CHI Cloud Height Indicator	
CWP	Central Weather Processor
DF Direction Finding Equipment	
DMUX	Data Multiplexer
DRG	Data Receiver Group
DTE Data Terminal Equipment	
FDIOC	Flight Data Input/Output (Center)
FDIOR	Flight Data Input/Output Remote (Terminal)
FM Fan Marker	
GATR	Ground Air Transmitter/Receiver
GOES	Geostational Operational Environmental Satellites
GWDS	Graphic Weather Display System
HVAC	Heating, Ventilating, and Air Conditioning
H Radio Beacon	
HH Radio Beacon	
IFST	IFSS Transmitter Facility
LCOT	Link Communications Equipment Terminal
LNKR	UHF/VHF Link Repeater
LOM	Compass Locator at Outer Marker
LRNC	Long Range Navigation C Monitor
MALS	Medium Intensity Approach Light System

MALSR	Medium Intensity Approach Light System with RAIL
MAPS	Meteorological and Aeronautical Presentation System
MCR	Multi-Channel Recorder
NADIN ; B	National Airspace Data Interchange Network Concentrator
NDB	Non-Directional Beacon
OAW	Off Airway Weather Stations
ODALS	Omnidirectional Airport Light System
PAPI	Precision Approach Path Indicator
PCS/UPS	Power Conditioning System/Uninterruptible Power Supply (less than 50 KW)
PUP Principal User Processor	
RBC	Rotating Beam Ceilometer
RBPM	Radar Beacon Performance Monitor
RCAG	Remote Center Air to Ground Communications Facility
RCIU	Remote Control Interface Unit
RCL	Radio Communications Link Repeater
RCO	Remote Communications Outlet
REIL	Runway End Identifier Lights
RMCC	Remote Monitor Control Center
RMCF	Remote Monitor Control Facility 2nd Gen
RMLR	Radar Microwave Link Repeater
RRH	Remote Readout Hygrothermometer
RRWDI	Radar Remote Weather Display Indicator
RRWDS	Radar Remote Weather Display System
RTR Remote Transmitter/Receiver	
RVR	Runway Visual Range, without Computer
SALS	Simplified Airport Lighting System
SSALR	Simplified Short Approach Light System with RAIL
SSALS	Simplified Short Approach Light System
SFO Single Frequency Outlet	
SMUX	Statistical Multiplexer
SSO Self	Sustained Outlet
TELEX	Telephone Exchange
TMLI	Television Microwave Link Indicator (includes display)
TMLR	Television Microwave Link Repeater
TMLT	Television Microwave Link Transmitter

TROPO	Tropospheric Scatter Station
TTY Teletypewriter Station	
TWEB	Transcribed Weather Broadcast System
VASI	Visual Approach Slope Indicator
VOT	VHF Omni-Range Test Facility
VRS Voice Recording System	

Category II

AFSS	Automated Flight Service Station (Model I Full Capacity)
ALSF	Approach Light System with Flashers (ALSF;II)
ARSR	Air Route Surveillance Radar
ARTS II	Automated Radar Terminal System (ARTS II)
ASOS	Automated Surface Observing System
ASDE	Airport Surface Detection Equipment
ASR Airport Surveillance Radar	
ATCBI	Air Traffic Control Beacon Interrogator
ATCRB	Air Traffic Control Radar Beacon
AWANS	Aviation Weather and NOTAM System
AWOS	Automated Weather Observation System
AWP	Aviation Weather Processor
BRITE/DBRITE	Brite Radar Indicator Terminal Equipment
BUEC	Back-Up Emergency Communications w/ Computer at ARTCC
CD Common Digitizer	
CFC Central Flow Control	
CFCS	Central Flow Control Service
COMM	ATCT, ARTCC, AFSS, FSS, or TRACON
CUE	Computer Update Equipment
DDCP	Digital Data Control Panel
DME -G/L/V/R	Distance Measuring Equipment - Glide Slope (Localizer, VOR, Terminal TACAN ; DME Only)
ETMS	Enhanced Traffic Management System
FSDPS	Flight Service Data Processing System
GFR Gap Filler Radar	
GS Glide Slope	
ICSS	Integrated Communications Switching System
LLWAS	Low Level Wind Shear Alert System
LOC	Localizer

MHFR	Military Height Finder Radar
MLS/BA/D/E	Microwave Landing System
MODE S	Mode S Data Link
MPS	Maintenance Processor System
NXRAD	Next Generation Weather Radar System
PAMRI	Peripheral Adapter Module Replacement Item
PAR	Precision Approach Radar
PCS/UPS	Power Conditioning System / Uninterruptible Power Supply (50KW or greater)
RBDE	Radar Brite Display Equipment
RBDPE	Radar Beacon Data Processor Equipment
RCLT	Radio Communications Link Terminal
RMCC	Remote Monitor Control Center
RMLT	Radar Microwave Link Terminal
RVR	Runway Visual Range
SACOM	Satellite Communications
SCIP	Surveillance and Communications Interface Processor
SRAP	Sensor Receiver and Processor
TACAN	Tactical Air Navigation
TACR	Tactical Air Navigation/VOR
TCDD	Tower Cab Digital Display
TDWR	Terminal Doppler Weather Radar
TMU	Traffic Management Unit
VOR	VHF Omni-Range
WMSCR	Weather Message Switching Center Computer Processor

Category III

This group contains systems of extreme size and complexity. Assignment to any one of the following systems equates to two complex systems in category II.

VSCS	Voice Switching and Control System
ACEPS	ARTCC Critical/Essential Power System
ARTS	Automated Radar Terminal System (workload assignments in the ARTS III system)
CCCH	Central Computer Complex Host
CCMS	Central Control Monitoring System

CDC	Computer Display Channel (Computer Display or Computer Processor workload)
DSR	Display Systems Replacement
DARC	Direct Access Radar Channel
DCC	Display Channel Complex (Display Channel or Computer Processor workload)
EARTS	Enroute Automated Radar Tracking System
NADIN - A	National Airspace Data Interchange Network Switching Center Computer Processor
STARS	Standard Terminal Automation Radar System

APPENDIX I

UNITED STATES OF AMERICA. BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY WASHINGTON REGIONAL OFFICE

U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, WASHINGTON, D.C.
(Agency/Joint Petitioner) AND CASE NO. WA-RP-80004
PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS MEBA, AFL-CIO
(Labor Organization/Joint Petitioner)

CLARIFICATION OF UNIT

Pursuant to the Rules and Regulations of the Federal Labor Relations Authority, a petition was jointly filed by the U.S. Department of Transportation, Federal Aviation Administration and the Professional Airways Systems Specialists, MEBA, AFL-CIO (PASS) seeking to clarify the consolidated bargaining unit of non-professional employees represented by PASS to include, by accretion 1--employees of the National Airspace Systems Implementation Engineering Center and Implementation Centers.

On September 23, 1998, the undersigned issued a Decision and Order finding that the consolidated unit may be clarified as proposed by the parties to accrete the employees of the National Airspace Systems Implementation Engineering Center and nine Implementation Centers.

The parties have waived their right to file application for review of the Decision and Order. Pursuant to the authority vested in the undersigned, as Regional Director, IT IS CERTIFIED that the nonprofessional consolidated bargaining unit for which PASS was certified, as amended in 1985, in Case No. 3-AC-50007, is clarified, following a reorganization, to include the employees of the National Airspace Systems Implementation Engineering Center and Implementation Centers as follows:

INCLUDED: All employees of Regional Airways Facility Divisions, National Airspace Systems Implementation Engineering Center and Implementation Centers, and the Eastern Regional Office of the Federal Aviation Administration.

EXCLUDED: All professional employees, management officials, supervisors, confidential employees, employees engaged in federal personnel work in other than a purely clerical capacity, temporary intermittent employees, guards, flight standards employees assigned to the Eastern Regional Office, and employees permanently assigned to Washington headquarters, the FAA Technical Center, and the Mike Monroney Aeronautical Center.

Dated at Washington, DC this 23rd day of September 1998.

FEDERAL LABOR RELATIONS AUTHORITY

~~Michael W. Doheny, Regional Director
Washington Regional Office
Federal Labor Relations Authority
1255 22nd Street, NW, Suite 400
Washington, D.C. 20037

APPENDIX II

ACTION: Certifying Airway Facilities Specialists Access to the Cockpit

From: Service Director, Airway Facilities, AAF-1

To: All Regional Managers Airway Facilities Divisions

This reiterates the policy concerning Airway Transportation Systems Specialist cockpit access.

It is recognized that operational and training advantages have been realized by providing our specialists access to the cockpit of air carrier aircraft. Such access is beneficial to specialists responsible for systems, facilities, and equipment certifications.

In order to facilitate this process, we are reaffirming that the following policy should continue to be implemented uniformly throughout Airway Facilities (AF).

Upon the request from an employee, the employee's supervisor will provide to any qualified, certified AF bargaining unit employee, who is on official business and is a ticketed passenger with a seat reservation, a letter of introduction into the aircraft.

The request should be submitted well enough in advance of the scheduled departure to permit issuance of the letter so that the employee has adequate time to coordinate his/her request with the airline operations office. This coordination will be on the employee's off-duty time and at no expense to the government.

A sample letter of introduction is attached.

/s/

Stanley Rivers

Attachment

Access to Flight Deck

This letter introduces Mr./Ms. _____ (title/grade) _____ as an employee of the Federal Aviation Administration who is on official Government business and is a ticketed passenger on your flight # _____ on _____ (date)

Mr./Ms. _____ duties are _____ (brief description of duties) and, as such, would benefit by being familiarized with the operation of the NAS from the aircraft crew's viewpoint.

Mr./Ms. _____ is authorized to request access to the aircraft flight deck of this flight and holds a reserved seat. As a ticketed passenger, access, if granted, is at the sole discretion of the air carrier and aircraft crew and is subject to all requirements you have established for access to the aircraft flight deck and conduct in the cockpit.

This form has been coordinated with the Air Transportation Division, Flight Standards Service, Washington headquarters and is authorized in accordance with the provisions of the Federal Aviation Act of 1958 "Admission to Flight Deck" regulations.

Instructions to Form Holder

Prior to the time this form is used, the holder of this form shall secure authorization from an appropriate official of the air carrier on whose aircraft admission to the cockpit during the flight is desired. There are occasions when the jumpseat is needed for official government and airline functions required by the Federal Aviation Regulations and, regardless of prior arrangements, may be unavailable to you on a particular flight.

Additionally, in the interest of cockpit security and efforts to reduce passenger cabin/cockpit traffic, please make arrangements with the flightcrew prior to each flight and, when possible, plan to board the aircraft with the crew. We suggest that you present this form to the airline ticket counter, advise them of your request to ride on the flight deck, and request that they assist you in meeting the flightcrew.

A recent amendment to Parts 121 and 135 now require that no flight crewmember (including nonfunctional jumpseat crewmembers) may engage in any activity during a critical phase of flight which could distract and/or interfere in any way with the proper conduct of those duties. Activities such as eating meals or engaging in nonessential conversations within the cockpit and nonessential communications involving cabin and cockpit crews are not permitted during a critical phase of flight. Critical phases of flight include all ground operations

involving taxi, takeoff, and landing and all other flight operations conducted below 10,000 feet, except cruise flight.

Supervisor's signature Title

APPENDIX III

MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION

AND THE

PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS

BYSTANDER POLICY

This Memorandum of Agreement (MOA) is between the Federal Aviation Administration and the Professional Airway System Specialist (PASS AF) otherwise known as the Parties. This MOA represents the Parties' agreement regarding the implementation of the Agency's Policy Memo #AEE097-01, Medical Surveillance requirements for FAA Employees Following Unanticipated, Episodic Releases of Asbestos Containing Dust, also known and referred to as the "Bystander Policy." This policy applies to employees who work in areas adjacent to asbestos-related construction activities or employees who may be exposed to asbestos during episodic occurrences not originating with construction activities.

Section 1. Within six working days, and on each occurrence where it becomes known that an asbestos exposure meets or exceeds the Occupational Safety and Health Agency (OSHA) Personal Exposure Level (PEL) Time Weighted Average (TWA) or Excursion Level (EL), the appropriate management official or designee will document the bargaining unit employee(s) exposure and provide a written response to each of those bargaining unit employee(s) that this documentation has been made.
[Reference 29 § 1960.67(b)]

Section 2. As outlined in paragraph 2 of the policy memo, regional AF safety officials and the Regional Flight Surgeon will meet for the purpose of making recommendations regarding the likelihood of any employee exposure to asbestos (in those instances where there is no valid employee air monitoring data available). For the purposes of this evaluation, a PASS representative or designee will be provided a copy of all data used in this evaluation, including an opportunity to attend discussions on the matter. The decision whether an exposure did or did not occur will be made by the appropriate agency officials.

Section 3. The PASS National Safety Representative will be provided a copy of the final report and determination made by the Office of Environment and Energy (AEE) regarding any bargaining unit employee(s) exposure to asbestos, as allowed under law.

Section 4. The manager of the facility will notify the designated PASS representative when an unanticipated release of asbestos becomes known.

Section 5. This MOA is to be used in conjunction with other established MOAs. In any sections where a conflict may occur, the more stringent section shall apply.

Section 6. This MOA shall apply to all PASS employees who work in, maintain, operate or otherwise occupy FAA owned or leased buildings and/or facilities, and all General Services Administration (GSA) controlled buildings and/or facilities.

Section 7. This MOA will be superseded should government wide regulations subsequently be issued that conflict with its provisions. Upon mutual consent between the Parties, this MOA may be reopened at the national level.

Section 8. Any dispute concerning the interpretation or application of this MOA shall be resolved under the grievance/arbitration procedure set forth in the parties' collective bargaining agreement. It is agreed that the "Bystander Policy" will not be changed by the FAA without prior notice to, and negotiation with, the union under the FAA/PASS Collective Bargaining Agreement, the Law, and Executive Order 12871.

This MOA will terminate should the parties address the issue of asbestos bystander policy in the (PASS AF) Collective Bargaining Agreement.

For the Union:

For the Agency:

/s/ _____
PASS President

/s/ _____
AAF-1

/s/ _____
Lead Contract Negotiator

/s/ _____
AEE-200

ANS-200 /s/ _____

AHL-200 /s/ _____

This MOA is effective the 11th of May 1999.

APPENDIX IV

MEMORANDUM OF AGREEMENT

Eastern Regional Office

The Parties agree that for purposes of appropriate interpretation and application of the provisions of this national agreement to other than Airway Facilities bargaining unit employees in the Eastern Regional offices, the following will apply:

Where the term supervisor is used, in the other Eastern Region offices it shall mean the employee's immediate supervisor in his/her division or staff office as appropriate.

Where the term Airway Facilities system management office (SMO) or branch manager is used, in the other Eastern Region offices it shall mean the employee's branch manager in his/her division.

Where term Airway Facilities Division or NAS Implementation program director or their designees is used, in the other Eastern Region offices it will mean that employee's respective Division Manager or Staff Officer or their designees or the Regional Administrator as appropriate.

Where **Article 3** provides for designation of union representatives to be patterned the same as the supervisory/management structure [in Airway Facilities (AF) offices], due to the differences in size and reporting relationships of the other Eastern Region Offices the Union may designate one (1) representative from each non-AF division.

Articles or provisions that relate to the operation and maintenance of the NAS by Airway Facilities only apply to AF employees with such responsibilities.

All other terms and conditions in the parties' national agreement apply to Eastern Regional bargaining unit employees as applicable.

This agreement shall remain in effect for the duration and term of the party's national agreement.

This agreement is effective February 28, 2000

For the Union:

For the FAA:

APPENDIX V

MEMORANDUM OF AGREEMENT

Pay Plan Clarifications

WHEREAS, PASS and the FAA ("Parties") have reached agreement on a comprehensive collective bargaining agreement ("Agreement") to govern the relationship between the Parties; and

WHEREAS, in connection with implementing and clarifying the new Agreement, including the new PASS/Airway Facilities Pay Plan ("Pay Plan"), certain clarifications were reached by the Parties. Such clarifications are set forth below and shall be included as an appendix to the Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **STAFFING and EMPLOYMENT GUARANTEE** -

(a) During the remainder of fiscal year 2000, the FAA shall have on board no fewer than 6,000 employees in the pay categories, 2101, 802, 856, 332 and 334 ("technical employees"). During fiscal year 2001, and thereafter during the remainder of the Agreement, the FAA shall have on board no fewer than 6,100 technical employees. PASS agrees that this number of technical employees is fully adequate to maintain and certify the NAS, in light of modernization. Upon written request, the Agency agrees to provide the Union with a written staffing report showing the total number of technical employees on board, including their job series and region or implementation center. The remainder of bargaining unit staffing may not be reduced for the term of the Parties' agreement except for voluntary attrition or for the reasons stated in paragraph 1 (b).

(b) The impact of this agreement is to generally preclude reductions-in-force among bargaining unit employees. It effectively guarantees employment for the term of the Parties' national agreement for unit employees, except for termination based on conduct or performance, termination of probationers, or reductions required by an Act of Congress.

2. **PAY ADJUSTMENTS** - The following pay adjustments will be made in recognition of modernization and the need for technical employees to obtain and utilize new skills, and a smaller technical workforce performing the tasks necessary to maintain and certify the NAS. These adjustments shall be made effective the first full pay period on or after October 1 of each fiscal year and shall be in addition to any other adjustments made in accordance with the Pay Plan. The FY'00 bonus shall be paid within thirty (30) days from the effective date of the Parties' Agreement.

A. FY'00	No adjustment \$500 bonus for non-technical employees
B. FY'01	0.5% adjustment for technical employees
C. FY'02	0.5% adjustment for technical employees
D. FY'03	1.5% adjustment for technical employees
E. FY'04	3.0% adjustment for technical employees

Notwithstanding any provision of the Agreement, the Pay Plan or any other order, rule, regulation, policy or directive, technical employees, as defined in paragraph 1. (a) of this MOA, covered by the Agreement shall receive the full amount of each of the above-referenced annual adjustments, and the full amount of any other pay adjustments granted under the Pay Plan.

3. **COMPUTER OPERATORS** - Upon implementation of the Agreement and the Pay Plan, employees

classified as Computer Operators (FG-332) will be reclassified as Computer Specialists (FG-334) with no change in pay. Any aforementioned Computer Operator who requests a conversion to the 2101 series will be granted a waiver of the Basic Electronic Screening Tools (BEST) test and the courses it replaced. All required courses and training programs applicable to the 2101 series will apply to any Computer Operator/Specialist who requests conversion to the 2101 series. A Computer Operator/Specialist seeking conversion to the 2101 series will apply for conversion through the IDP process with their supervisor. Employees seeking conversion will remain in the 334 series until such time as they successfully complete the promotion criteria in accordance with Appendix G of the Pay Plan. At that time the employees will be converted to the 2101 series specialty for which they qualify.

4. **NATIONAL ADR PROCESS** - In recognition of the Parties' mutual interest to resolve bargaining unit employee disputes concerning the Pay Plan as expeditiously as possible, the Parties hereby agree to the establishment of a national alternate dispute resolution procedure ("ADR"). Under the ADR procedure, within sixty (60) days of the effective date of the Agreement, any employee who has any grievance concerning the Pay Plan, shall submit the grievance to a subgroup consisting of an equal number of PASS and FAA representatives at the national level. Within thirty (30) days after the expiration of the sixty (60) day filing period, the subgroup will meet to attempt to resolve the grievances. Any disputes that are unresolved by the subgroup may be referred by either Party to arbitration under **Article 5** of the Agreement before an arbitrator from the Parties' national panel, or any other applicable procedure for matters not covered by the Parties' grievance procedure.
5. **SYSTEM COMPLEXITY LEVEL GUIDE (SCLG)** - The SCLG provides promotion criteria to be used in determining the promotion eligibility of employees in the Specialized Job Category (FG-2101, 856, 802) of the Pay Plan. When the Pay Plan is initially turned on, an updated version of the original PRIB 21-2 will be used to define promotion criteria for employees in the Specialized Job Category. A workgroup will be established to develop new promotion criteria as well as a new SCLG. A copy of the updated promotional criteria that will initially be used is included in Appendix G of the Pay Plan.

The Parties will convene a workgroup consisting of equal numbers of representatives from the Agency and the Union no later than 30 days from the effective date of this agreement, to develop new promotion criteria and review and update the SCLG. If the workgroup does not reach agreement on promotion requirements and changes to the SCLG within 60 days from its first meeting, the matter will be referred to the Parties' national representatives for final resolution. If the Parties at the national level are unable to complete the review and update within sixty (60) days after referral, the matter will be submitted as soon as possible to the appropriate dispute resolution process under the FSLMRS or the Parties' agreement.

6. **CAREER LEVEL DEFINITIONS** - Career Level Definitions for the Pay Plan are included in Appendix F of the Pay Plan. 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 further refine the definitions used for jobs in the AF Specialized Job Category. If the workgroup does not reach agreement on career level definitions used for jobs in the AF Specialized Job Category within ninety days (90) 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 career level definitions within thirty (30) 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.
7. **SCI WORKGROUP** - 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 AF bargaining unit. If the workgroup does not reach agreement on a performance measurement system within one hundred and eighty days (180) 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.
8. **TRAINING PHILOSOPHY** - The Parties' have reached agreement on staffing for the technical workforce, including agreement that the number of technical employees identified above, "is fully adequate to maintain and certify the NAS, in light of modernization." This agreement is based on the Parties belief that a systemic approach is needed for NAS modernization, which includes upgrading the skills of the appropriate technical workforce to support new technologies as they come on-line. The Parties further recognize that the workforce is composed of skilled employees who understand the NAS environment and need skill enhancement and development to effectively prepare for continuing modernization. Successfully training the appropriate technical workforce to continue to meet the demands of

modernization is inextricably intertwined with the Union's recognition that the staffing projections set forth above will be adequate to maintain and certify the NAS.

The Parties agree that within sixty (60) days of the effective date of the Parties' Agreement, the Parties will meet at the national level to develop an "ATS Training Plan" for the technical employees in the AF bargaining unit. The Plan shall confirm the "core" set of skills needed to adequately deal with modern technology, and identify the methods necessary to train the appropriate technical workforce more quickly in that core skill set, including greater reliance on OJT, CBI, etc. The parties will also develop a timeline for delivering such training in the most appropriate manner. It is intended that the Parties will complete their work concerning training within sixty (60) days of the first meeting. If the Parties' are unable to agree on an "ATS Training Plan" within sixty (60) days of the first meeting, the Associate Administrator for Air Traffic Services and the President of PASS shall meet to resolve the remaining differences.

9. **ATRA ROLL-IN FOR TIGER TEAM EMPLOYEES** - PASS\AF bargaining unit "Tiger Team" employees who are coded as eligible to receive ATRA pay when involved in facility restoration as of the date of this MOA shall have such pay rolled into their base pay in the amount of 1%.
10. **ATRA ROLL-IN FOR DETAILED EMPLOYEES** - Bargaining unit employees detailed out of ATRA-covered positions will be returned to their permanent positions for the purpose of ATRA conversion and then returned to their details. This process will consist of simultaneous automated actions.
11. **JOB SERIES ISSUES** - The FAA agrees to move current FG-301 Program Support Specialists who are qualified for the FG-2101 series to the 2101 series. The FAA also agrees to move FG-809 Construction Representatives to the FG-802 Engineering Technical series. These actions will be completed prior to conversion to the PASS\FAA pay plan.
12. **GOVERNING DOCUMENTS** - Unless specifically superseded by this memorandum, the PASS\AF pay plan dated February 22, 2000 shall be the version adopted by the parties. Any pay matter not specifically addressed in the PASS\FAA pay plan shall be covered by FAA Compensation Policy.
13. **EFFECTIVE DATE** - The Parties' Agreement, including the Pay Plan, shall be effective upon ratification by the PASS employees covered by this agreement and execution of the agreement by both Parties. This MOA is effective and shall run concurrently with the Parties' comprehensive national agreement

For the Union:

For the FAA:

PASS AF CONTRACT effective 7-2-2000 OPERATIONAL HR QUICK REFERENCE GUIDE

BARGAINING OBLIGATION

ARTICLE 69	LOCAL/ REGIONAL RELATIONSHIPS
ARTICLE 70	NATIONAL RELATIONSHIP
ARTICLE 78	EFFECT OF LEGISLATION AND GOVERNMENT-WIDE RULES
ARTICLE 79	EFFECT OF AGREEMENT

BENEFITS

ARTICLE 37	RETIREMENT AND BENEFITS
ARTICLE 52	OCCUPATIONAL SAFETY AND HEALTH
ARTICLE 56	CHILD CARE CENTERS

DIRECTIVES

ARTICLE 65	AGENCY DIRECTIVES
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EMPLOYEE RELATIONS

ARTICLE 6	DISCIPLINARY ACTIONS
ARTICLE 7	PERSONNEL RECORDS AND OFFICIAL PERSONNEL FOLDER
ARTICLE 72	SUBSTANCE TESTING

EMPLOYMENT

ARTICLE 7	PERSONNEL RECORDS AND OFFICIAL PERSONNEL FOLDER
ARTICLE 8	REDUCTION IN FORCE
ARTICLE 9	FACILITY CLOSINGS AND STAFFING ADJUSTMENTS
ARTICLE 12	CAREER LEVEL DESCRIPTIONS
ARTICLE 14	QUALIFICATION STANDARDS
ARTICLE 15	NATIONAL BIDDING PROCEDURES
ARTICLE 16	PROMOTIONS
ARTICLE 17	TEMPORARY PROMOTIONS/DETAILS
ARTICLE 17	JOB TASK ANALYSIS
ARTICLE 21	MOVING EXPENSES/PERMANENT CHANGE OF STATION
ARTICLE 22	RETURN RIGHTS FROM OVERSEAS LOCATION
	TRAVEL EXPENSES FOR INTERVIEWS

ARTICLE 23	ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES
ARTICLE 24	DUES WITHHOLDING
ARTICLE 57	
ARTICLE 68	

LEAVE

ARTICLE 42	ANNUAL LEAVE
ARTICLE 43	SICK LEAVE
ARTICLE 44	FAMILY LEAVE
ARTICLE 45	JURY DUTY AND COURT LEAVE
ARTICLE 47	SICK LEAVE CONVERSION
ARTICLE 48	ABSENCE FOR SPECIAL CIRCUMSTANCES
ARTICLE 51	WORKING HOURS
ARTICLE 73	LEAVE TRANSFER

PAY

ARTICLE 28	ON THE JOB TRAINING
ARTICLE 32	WAGES
ARTICLE 33	OVERTIME
ARTICLE 35	COMPENSATION
ARTICLE 36	PAY RETENTION
ARTICLE 53	HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIAL PAY
ARTICLE 62	FLSA AMENDMENTS
ARTICLE 75	FLEXIBLE SPENDING ACCOUNTS

PERFORMANCE MANAGEMENT

ARTICLE 38	PERFORMANCE AND INCENTIVE AWARDS
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TRAINING

ARTICLE 29	TRAINING
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EMPLOYEES COVERED BUS CODE 0067

All employees of Regional Airways Facility Divisions, National Airspace Systems Implementation Engineering Center and Implementation Centers, and the Eastern Regional Office of the FAA. See [Appendix 1](#) for exclusions