Agreement

between the

American Federation of State, County and Municipal Employees (AFSCME), Council 20, Local 1653, AFL-CIO

and the

Federal Aviation Administration U.S. Department of Transportation

DATE: January 16, 2025

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ARTICLE 1
PARTIES TO THE AGREEMENT

Section 1. This Agreement is made by and between the American Federation of State, County and Municipal Employees (AFSCME), Council 20, Local 1653, AFL-CIO (hereinafter “the Union”), and the Federal Aviation Administration, Department of Transportation (hereinafter “the Employer” or “the Agency”). The Union and the Agency are referred to collectively herein as “the Parties."

ARTICLE 2
UNION RECOGNITION

Section 1. The Agency hereby recognizes the Union as the exclusive bargaining representative of all bargaining unit employees as certified by the Federal Labor Relations Authority (FLRA) in case number WA-RP-24-0001. (Appendix A)

Section 2. If the bargaining units described in Section 1 is amended to include other headquarters employees, those employees shall be covered by this Agreement unless otherwise agreed by the Parties.

Section 3. The Agency shall recognize the AFSCME Local President as the primary point of contact, and the Executive Vice President as alternate for matters affecting the Local.

Section 4. The Agency shall recognize the President of the Local or the Executive Vice President as alternate, AFSCME International and Council 20 staff representatives in the negotiation and administration of collective bargaining agreements.

ARTICLE 3
UNION RIGHTS AND REPRESENTATION

Section 1. As the exclusive representative of the employees in the bargaining unit identified in Article 2, Section 1, the Union is entitled to act for and negotiate collective bargaining agreements on behalf of the employees in the bargaining unit. Additionally, the Union will be given the opportunity to be represented at the following:

a. attending formal discussion within the meaning of 5 USC 7114 between representative(s) of the Agency and bargaining unit employee(s) concerning any grievance, personnel policy or practices, or other general condition of employment;

b. meeting with bargaining unit employees with respect to any matter for

which remedial relief may be sought pursuant to this Agreement:

1. grievance meetings;

2. arbitration hearings;

3. oral reply meetings for a notice of proposed adverse, disciplinary or unacceptable performance action; or

4. disciplinary or adverse action hearings;

c. representing the Union during the examination of a bargaining unit employee in connection with an investigation conducted by or on behalf of the Agency if the employee reasonably believes the examination could lead to disciplinary action and the employee requests representation;

d. participating in collective bargaining, including mediation and impasse proceedings; and

e. negotiating with the Agency pursuant to the Statute and this Agreement.

Section 2. **Appointment of Stewards.** The Union will certify to the Agency, in writing, the name(s) of a steward or stewards and alternates in accordance with the following general guidelines. The President will be designated as lead representative, the Executive Vice President as their alternate, and both shall be authorized one hundred percent (100%) official representational time to represent all AFSCME bargaining unit employees.

a. The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth:

Up to 499 – no additional steward
500 or more – 1 steward plus an additional steward for each 100 employees

b. The Union will provide the Agency at least quarterly with a list of officers and stewards. Such list is to include locations, telephone numbers, and other contact information.

c. Upon review and approval by Labor Relations, in accordance with the formula contained in Section 2a, Local 1653 will be allowed to convert four (4) steward positions for a single authorized one hundred percent (100%) official time representational position. Any subsequent similar conversions must be approved by Labor Relations.

d. The Union agrees to attempt to select stewards from different Lines of Business or Staff Offices. This will minimize the disproportionate impact

caused by employees' absence and enhance the Union's ability to represent employees in different offices.

Section 3. For purposes of official time, the following shall apply:

a. **Release Time:** Release to official time is a paid, non-duty status. A steward may be released from his or her job duties to use official time to prepare for and participate in representational duties, collective bargaining, and/or impasse proceedings, provided that such representative would otherwise be in a duty status. Release time is not to be used for the performance of internal union business or to participate in political activities on behalf of the Union or in furtherance of the Union's legislative agenda. Absent an emergency or special circumstance, upon request, each steward shall be granted up to forty (40) hours of official time to perform valid representational duties.

b. Subject to workload requirements, Union officials and other representatives may be granted annual leave, leave without pay (LWOP), compensatory time, or the use of credit hours at his/her option to attend Union activities for which release time is not available.

c. In accordance with OPM Memorandum, E-Payroll Collection and Reporting Official Time Data dated September 29, 2005 and DOT Memorandum, Recording Official Time Usage dated September 1, 2006, and in order that the Agency may properly track the use of official time under this Agreement, Union representatives will advise the appropriate Agency official of the category into which the use of official time falls (Term Negotiations, Mid-Term Negotiations, Dispute Resolution, General Labor-Management Relationship) and log it into the LDR, or if applicable, its replacement.

ARTICLE 4
EMPLOYEE RIGHTS

Section 1. General.

a. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions irrespective of the work performed or grade assigned. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that the Agency will endeavor to establish working conditions that are conducive to enhancing and improving employee morale and efficiency.

b. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public

embarrassment or ridicule.

c. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within the Agency's control.

d. No disciplinary or adverse action will be taken against an employee upon an ill-founded basis such as unsubstantiated rumors or gossip.

e. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal or be used as an example to threaten other employees.

f. Recognizing that productivity is enhanced when employee morale is high, managers, supervisors, and employees shall endeavor to treat one another with utmost respect and dignity.

g. An employee who exercises any statutory or contractual right shall not be subjected to reprisal or retaliation and shall be treated fairly and equitably.

Section 2. Rights to Union Membership. Under 5 USC 7102, each employee shall have the right to form and join a Union, to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This right shall extend to participation in all Union activities including service as officers and stewards/representatives. A bargaining unit employee's grade level, compensation, title, or duties shall not limit the employee's right to serve as a Union official, to represent the bargaining unit, or to participate in any Union activities.

Section 3. Rights to Union Representation. The Agency recognizes the right for an employee requiring representation, who wishes to contact a Union representative, shall be authorized to do so, when staffing and workload permit. Employees have the right to meet and confer with local union representatives in private during duty time, consistent with Article 3 Union Rights and Representation. If the employee and the Union representative cannot be allowed the time immediately, the employee and Union representative will normally be afforded the time at least one hour before the end of the workday. If such time is not provided, appropriate relief from time frames will be afforded (e.g., one day extension for each day of delay). The Agency agrees to annually inform all employees of the right to union representation under 5 USC 7114(a)(2)(B) electronically and other appropriate means. During their initial orientation, each employee will be provided with a printed and bound version of this collective bargaining agreement. These documents will also be available electronically.

Section 4. Use of Recording Devices. Recording shall comply with FAA Order 1600.24D, and Title 18 U.S.C. 2511.No surreptitious recording of any conversation between a bargaining unit employee and an Agency official will be made. This

includes recording Zoom/Teams or similar video recordings, and/or use of electronic transcription software. Any consensual recordings will be transcribed. The Parties will have the right to review the transcript for accuracy and may make corrections. The Parties will receive a copy of the final corrected transcript. Information obtained in conflict with this Section will not be used as evidence against any employee.

Section 5. First Amendment Rights. Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights, consistent with applicable laws, without fear of penalty or reprisal.

Section 6. Access to Documentation. Employees shall have all rights consistent with the Privacy Act and related government-wide regulations.

Section 7. **Personal Rights.**

a. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Agency so long as such activities do not conflict with job responsibilities or applicable laws.

b. The Agency will make every reasonable effort to provide for secure storage of personal belongings.

Section 8. Dignity and Self-Respect in Working Conditions. Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 9. Whistle-Blower Protection Act. The Agency will abide by the Whistleblower Protection act, currently codified at 5 USC 2302(b) employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law or Executive Order which the employee reasonably believes evidences a violation of a law, rule or regulation, or evidences gross mismanagement, a gross waste of funds, and abuse of authority, or substantial and specific danger to the public or employee health or safety. The Agency will annually notify employees about their rights under the Whistleblower Protection Act. If training on the Whistleblower Protection Act is required, employees will be provided duty time to complete it.

Section 10. Conflicting Orders. When an employee receives conflicting orders, they will bring the conflict to the attention of the supervisors who gave the orders, who gave the last order, or any other appropriate supervisor. The employee will be given a clarified order. The employee will not be subject to disciplinary or adverse action for following the clarified order.

Section 11. Counseling. Counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and

performance. It should not be viewed as disciplinary action. At any counseling session where an employee has the right to Union representation, the employee shall be advised of that right at the beginning of the session.

a. **Oral Counseling.** When it is determined that oral counseling is necessary, the counseling will be accomplished during a private interview with the concerned employee and Union representative if requested and appropriate. If after such a meeting, the employee is dissatisfied and wishes to pursue a grievance, the employee may proceed to either Step 1 or Step 2 of the grievance procedure.

b. **Written Counseling.**

   1. Written counseling will be accomplished in the same manner as specified above, except that two copies of a written statement will be given to the employee.

   2. A written counseling for misconduct may only be used to support other personnel actions for up to one (1) year unless additional misconduct occurs, and then it may be used up to two (2) years.

   3. A written counseling for performance may only be retained and used beyond the grievance period for the annual performance rating to support a timely personnel action related to that rating or any timely action taken during that period.

   4. In the case of probationary employees, a written counseling may be kept up to the time a decision is made whether or not the employee will be continued beyond the probationary period.

Section 12. Charitable Drives and Savings Bonds Campaigns. Employee participation in charitable drives and U.S. Savings Bonds campaigns is voluntary. The Agency shall not schedule mandatory briefings/meetings to discuss charitable drives or U.S. Savings Bonds participation. Employees will be voluntarily excused from any portion of a briefing/meeting which discusses these subjects. Solicitations may be made, but no pressure shall be brought to bear to require such participation.

Section 13. Nepotism Policy. The Agency's nepotism policies shall be uniformly administered throughout the bargaining units. Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds or accepts a bargaining unit position in another FAA unit covered by this Agreement outside the local area, the Agency will provide priority consideration to the bargaining unit member for in-grade/downgrade reassignment through Employee Requested Reassignment (HRPM EMP-1.14, established February 1, 1999 and effective November 29, 2021) for bargaining unit vacancies at or near the spouse's location before candidates under other placement actions are considered. The Agency retains the right to fill vacancies from other available sources. In that such moves are primarily

for the convenience or benefit of the employee, additional travel and transportation costs shall not be allowed for the spouse beyond those he/she would be entitled to as a family member.

Section 14. Outside Employment and Financial Interests. FAA regulations on outside employment and financial interests shall be uniformly administered throughout the bargaining units.

Section 15. Federal Employees Liability Reform and Tort Compensation Act. 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.

ARTICLE 5
MANAGEMENT RIGHTS

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

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

1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

2. In accordance with applicable laws:

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

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

ii. With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotions; or

(b) Any other appropriate source; and

iii. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

b. Nothing in this section shall preclude the Employer and the Union from negotiating:

1. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. Procedures which Management officials of the Agency will observe in exercising any authority under this section; or

3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Management officials.

ARTICLE 6
REPRESENTATION RIGHTS

Section 1. When it is known in advance that the subject of a meeting is to discuss or investigate a matter which may lead to disciplinary action, the employee shall be given advance notice of the subject matter. The employee shall also be notified of their right to be accompanied by a Union representative if they desire and shall be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting. If during the course of a discussion it becomes apparent for the first time that discipline or potential discipline could arise, the Agency shall stop the meeting and inform the employee of their right to representation if they so desire and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives who will attend the meeting in accordance with Article 3, Union Rights and Representation. This paragraph applies to meetings conducted by all Management representatives, including DOT/FAA security agents, EEO investigators. The above provisions shall apply to meetings conducted by the National Transportation Safety Board (NTSB) to the extent the provisions are consistent with NTSB regulations and procedures.

In meetings conducted by agents of the U.S. Department of Transportation Inspector General (DOT IG), in accordance with 5 USC 7114(a)(2)(B), the employee is entitled to a Union representative if the employee reasonably believes that the examination may result in disciplinary action against them and the employee requests representation.

When the Agency knows in advance the subject of a meeting conducted by the DOT IG is to discuss or investigate a disciplinary, or potential disciplinary situation, with the concurrence of the DOT IG, the Agency shall notify the employee of the subject matter

as soon as practicable. The Agency shall notify the employee of their right to be accompanied by a Union representative if the employee reasonably believes the meeting may result in disciplinary action. The Union retains the right to determine its representatives who will attend the meeting in accordance with Article 3, Union Rights and Representation.

Section 2. In an interview where possible criminal proceedings may result and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated, and, upon request, be informed whether or not the interview is related to possible criminal misconduct by them. The employee will be required to answer questions only after they have been informed that they must answer questions specifically related to their job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

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

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

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

Section 5. A Union representative, while performing their representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the Representative, or an overriding need for the information is established and disclosed to the representative. An “overriding need” is defined as an imminent threat to the life, health, or safety of another.

Section 6. During meetings held below the Regional/Directorate/Division level

between the Agency and the Union, the Union shall be afforded representatives in equal numbers to the number of management personnel present. The employee or employees involved are not counted as representatives of the union. Any such meetings shall be held at mutually agreeable times and places. When meeting, Union representatives shall be on official time, if otherwise in a duty status.

Section 7. If the Agency holds an investigatory meeting at a location other than in the Washington, DC commuting area and the Union representative elects to attend the meeting in-person, the representative shall be granted official time for their attendance at the meeting.

Official time and travel and per diem will be authorized if the following conditions apply:

a. the employee requests Union representation within a reasonable time of notification of the location of the investigatory meeting;

b. the release of the Union representative from their hours of duty meet staffing and workload requirements;

c. the Union representative is otherwise in a duty status; and

d. the investigation is occurring outside the Washington, DC commuting area, and no Union representative is available to attend within the employee's commuting area.

e. The meeting will not be unreasonable delayed due to the unavailability of a Union Representative.

Section 8. HRPM ER-4.1 Standards of Conduct is not intended to limit an employee's right to discuss their statement and/or testimony regarding the subject matter of an official investigation with their Union representative.

Section 9. If a Union representative is denied permission to take photographs of an FAA facility in the course of their representational activities, the Union representative, upon request, will be provided with a written explanation of the reasons for the Agency's decision.

ARTICLE 7
MID-TERM BARGAINING

Section 1. The Parties agree that personnel policies, practices, and matters affecting working conditions of bargaining unit employees not covered by this Agreement shall not be changed by the Agency without prior notice to and negotiations with the Union in accordance with applicable law. The provisions of this Article apply to substance bargaining when allowable by law and to procedures which the Agency will observe in

exercising a Management right, and/or appropriate arrangements for employees adversely affected by the exercise of a Management right in accordance with 5 USC Section 7106.

Section 2. Should the Agency propose a change described in Section 1, thirty (30) days written notice of the proposed change shall be provided to the Union. It is agreed longer notice periods are in the best interest of the Parties and should be provided whenever feasible. The Union shall have up to fifteen (15) days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) days of the Union's request, and the Parties will review the proposed changes. The Union may submit written proposals within fifteen (15) days of the meeting or within thirty (30) days of receipt of the original notice of the change(s), whichever is later. If the Union submits written proposals that meet the duty and scope of bargaining, the Parties shall meet at a mutually agreeable time and place to conduct negotiations. The Union will be advised regarding their failure to submit negotiable proposals and may, within ten (10) days of being advised, amend their initial offering to make it negotiable. The Parties agree that every effort shall be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit negotiable written proposals within the prescribed time period, the Agency may implement the change as proposed. If an Agency delay in responding to a request for information under 5 USC Section 7114(b)(4)(B) would cause the Union to miss a deadline, then that deadline may be extended.

Section 3. If the Parties are unable to reach agreement, the Parties are free to pursue whatever course of action is available to them under the Federal Service Labor-Management Relations Statute or other relevant statutes/law.

Section 4. The Parties at the bargaining unit level identified in Article 2, Section 3 may enter into written agreements or understandings on matters that primarily affect their bargaining unit. No such agreements may increase or diminish rights, obligations, and/or protections expressly contained in this Agreement unless specifically authorized by this Agreement.

Section 5. The Union at the bargaining unit level identified in Article 2, Section 3 may initiate bargaining on personnel policies, practices, and matters affecting working conditions during the term of this Agreement on matters not covered by this Agreement in accordance with the Federal Service Labor Management Relations Statute. When the Agency has received a written proposal from the Union, if required, a meeting will be scheduled within fifteen (15) days to review the Union's proposal. The Agency may submit written counter proposals within fifteen (15) days of the meeting or thirty (30) days of the Union's proposal, whichever is later. The Parties shall meet at mutually agreeable times and places to conduct negotiations. If no agreement is reached, the provisions of Section 3 of this Article shall apply.

Section 6. The Parties acknowledge that there is no need for mid-term ground rules.

ARTICLE 8
RIGHTS OF UNION OFFICIALS

Section 1. The Local President and Executive Vice President/Chief Steward shall retain all rights as designated in Article 3, Union Rights and Representation.

Section 2. In the event there is a reduction-in-force within the Washington National Headquarters or designated unit while the Union official is serving in that capacity, the Union official's future duty status and duty location shall be determined as if he/she was not serving as a Union official.

Section 3. Upon written notice to the Agency that Union service has ended, Union officials shall be permitted to return to duty.

Section 4. An employee while acting in an official capacity on behalf of the Union shall be entitled to all such continued rights and benefits, including, but not limited to, participation in the Federal retirement program, as provided in applicable laws and regulations.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. The Parties are encouraged to use Problem Solving, Article 76 as a proactive way to resolve problems prior to resorting to other avenues of dispute resolution, such as the Grievance Procedure.

Section 2. A grievance shall be defined as any complaint:

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

b. by the Union concerning any matter relating to the employment of any unit employee; or

c. by a unit employee or either party concerning any claimed violation, misinterpretation, or misapplication of any law, rule or regulation policy or practice affecting conditions of employment as provided in the Civil Service Reform Act of 1978 or this Agreement.

The Agency recognizes that employees are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure.

The Agency agrees not to interfere with, restrain, coerce, or engage in any reprisal against any employee or Union representative for exercising rights under this Article.

Section 3. This procedure provides for the timely consideration of grievances. Except as limited or modified by Sections 4, 5, and 15, 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 may mutually agree upon an extension of time at any grievance step if such an extension is requested prior to the deadline. No extensions are permitted once a deadline has passed and late-filed responses are not permitted unless a timely extension was requested and granted.

Section 4. This procedure shall not apply to any grievance concerning:

a. any claimed violation of subchapter III of Chapter 73, Title 5 USC (relating to prohibited political activities);

b. retirement, life insurance or health insurance;

c. a suspension or removal under Section 7532, Title 5 USC (relating to national security matters);

d. any examination, certification or appointment (Title 5 USC 7121 [c][4]);

e. the classification of any position which does not result in the reduction-in-level or pay of any employee;

f. the termination of probationary employees.

Section 5. 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 6. Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees under a class action grievance covered by this procedure may present grievances without the assistance of the exclusive representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 7. Grievances filed by employees.

Step 1. An aggrieved employee's grievance shall be submitted in writing to their immediate Manager within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of the time the employee may have been reasonably expected to have learned of the event. A copy of the grievance shall be provided to the Union by Labor and Employee Relations with the assigned

grievance number within three (3) days of filing. The standard grievance shall include:

a. Date of alleged violation and date submitted;
b. Name of the grievant;
c. The name of the grievant's Union representative (if any);
d. Issue(s)/subject;
e. Statement of facts (e.g., who, what, where, when);
f. Alleged contractual provision(s) violated and/ or applicable law, rule, regulation or Executive Order;
g. Remedy sought; and
h. Whether or not a meeting is requested.

Failure to provide all of the information listed above (except (c) when the employee is filing a grievance without the assistance of a Union representative) shall result in a determination that the grievance is procedurally defective.

If requested in the grievance submission, the Agency shall promptly arrange for a meeting at a mutually agreeable time, to occur no later than ten (10) calendar days following the date the employee submitted the grievance. The employee and their representative shall be given a reasonable amount of time to present the grievance.

The Agency Step 1 deciding official shall answer the grievance in writing within twenty (20) calendar days following the meeting, or within twenty (20) calendar days following the submission of the grievance. The decision shall be delivered to the employee and their representative. If the grievance is denied, the reasons for denial will be in the written response. A grievance filed pursuant to Article 10, Disciplinary and Adverse Actions, may be initiated at Step 2.

All settlement Agreements shall be reduced to writing.

Step 2. If the employee or the Union is not satisfied with the Step 1 answer, the grievance may be submitted to the second level supervisor within twenty (20) calendar days following the results of Step 1; however, if the second level supervisor is lower than the Division Manager (or equivalent level), the grievance shall instead be submitted to the grievant's Division Manager (or equivalent level). The grievance shall be submitted in writing and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of the grievant's Union representative (if any), a copy of the grievance and the written decision, and whether they wish to make an oral presentation.

Failure to provide all of the information listed above (except the name of the grievant's Union representative when an employee is filing a grievance without the assistance of the Union) shall result in a determination that the grievance is procedurally defective.

No new issues may be raised, but any procedural defects in the Step 1 process may be raised. The time limit will continue to run during the period the grievance is

returned. If requested, the respondent shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally. The employee and their representative will be given a reasonable amount of time to present the grievance.

The decision of the Agency Step 2 deciding official shall be delivered to the employee and Union representative within fifteen (15) calendar days following receipt of the written grievance or of the oral presentation, whichever is later. In disciplinary/adverse action cases, a decision shall be delivered to the employee within ten (10) calendar days of the date of the grievance or of the oral presentation, whichever is later. The decision shall be delivered personally to the employee, and their representative if they are on duty. Otherwise, another appropriate method of delivery shall be used. If the grievance is denied, the reasons for denial will be in the written response.

All settlement Agreements shall be reduced to writing.

Step 3. If the Union is not satisfied with the Step 2 decision, the Union may, within twenty (20) calendar days following receipt of the decision or, if there was no decision, the day the decision was due, request a review of the grievance by the Executive Director of Labor and Employee Relations or their designee via verifiable delivery method, such as email or certified mail. No new issues may be raised, but any procedural defects in the Step 1 or Step 2 process may be raised. Within thirty (30) days of receipt of that request, the Executive Director of Labor and Employee Relations shall issue the Agency's final decision on the grievance and will notify the Union via a verifiable delivery method.

Section 8. Grievances filed by the Union on the Agency may be filed at any step the Union determines is appropriate for resolution and may be elevated through whatever remaining steps exist using the same procedures as outlined in Section 7.

Section 9. Arbitration. The Union may, within twenty (20) calendar days following receipt of the Step 3 decision, notify the Executive Director of Labor and Employee Relations that it desires the matter be submitted to arbitration.

Creation of Initial Panel.

Within ninety (90) days of the effective date of this Agreement, the Parties shall create the initial list of three (3) arbitrators and use the following process:

The Parties shall jointly submit a request to the Federal Mediation and Conciliation Service (FMCS) for nine (9) arbitrators.

The Parties shall flip a coin or use a mutually agreed upon electronic mechanism that can be audibly and visually verified by the Parties to determine the order in which the Parties will exercise their strikes. Each Party will then alternately strike three (3) arbitrators from the list. The remaining three (3) arbitrators will constitute the initial

panel.

Panel Vacancies.

The Parties may mutually remove a panel member at any time.

Either Party may remove a panel member with thirty (30) days notice to the other party .
If one of the Parties removes an arbitrator from the panel that has already been selected or agreed upon for a particular grievance(s), the arbitrator shall hear those cases.

Within 30 days of a vacancy occurring, the Parties shall jointly submit a request to the FMCS for nine (9) arbitrators. No arbitrator that has previously been removed may appear on this list.;

Within thirty (30) days of receiving the list of arbitrators, the Parties shall meet and flip a coin or use a mutually agreed upon electronic mechanism that can be audibly and visually verified by the Parties to determine the order in which the Parties will exercise their strikes. Each Party will then alternately strike four (4) arbitrators from the list. The remaining arbitrator will fill the vacancy.

Arbitrator Selection.

The advocates assigned to a particular grievance will attempt to mutually agree upon an arbitrator from the panel for a hearing.

If the Parties are unable to agree upon an arbitrator, the arbitrator will be assigned by random draw from the panel.

If the selected Arbitrator is not available, a new arbitrator will be assigned by random draw from the remaining Arbitrators on the panel.

Arbitrator Scheduling.

Where the Union fails to participate with the Agency's representative to schedule the hearing within one hundred eighty (180) calendar days after requesting arbitration, the grievance shall be considered withdrawn.

Where the Agency fails to participate with the Union's representative to schedule the hearing within one hundred eighty (180) calendar days after requesting arbitration, the Union may contact the Arbitrator to unilaterally schedule the arbitration hearing date, with notification to the Agency.

Arbitrations shall be scheduled on a first-in, first-out basis unless the Parties mutually agree upon an alternate order.

The Parties may mutually agree to extend the timeframes described in this section. Additionally, an exception will be made for inability on the part of the arbitrator to provide a hearing date.

Section 10. The arbitrator shall hear the grievance as promptly as practicable on a date and at a site mutually agreeable to the Parties, subject to Section 16. The Agency agrees to adjust the schedules of witnesses, to allow them to appear in a duty status. The Parties will exchange lists of potential witnesses to an arbitration hearing and copies of exhibits five (5) days prior to the scheduled hearing. Each Party shall bear the expenses of its own witnesses who are not employed by the FAA, or who are not located at that duty location where the grievance arose. The Agency agrees to make every reasonable effort to produce witnesses requested by the Union.

The arbitrator shall submit their report to the Parties' advocates as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before them unless the Parties waive this requirement. The decision of the arbitrator is final and binding. When the grievance is denied in full or sustained in full, the arbitrator's fees and expenses shall be borne by the Party that did not prevail. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses. In all other cases submitted for arbitration that are not sustained in full or denied in full, the arbitrator's fees and expenses of arbitration incurred shall be borne equally by the Parties.

Section 11. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The arbitrator shall have no authority to change, modify, alter, subtract from or add to provisions of this contract.

Section 12. Failure of a grievant to proceed with a grievance within any of the time limits specified in this procedure shall render the grievance void or settled on the basis of the last decision given by the Agency, unless an extension of time limits has been agreed upon. Failure of the Agency to render a decision within any time limits specified in this procedure shall entitle the grievant to take the grievance to the next step without a decision.

Section 13. The Parties retain their rights under Titles 5 USC 7122 and 7123.

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

Section 15. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision. The arbitrator shall render a decision on the arbitrability of a grievance as a threshold issue but shall not conduct a bifurcated hearing unless

mutually agreed by the Parties.

Section 16. All in person arbitrations shall be held in Washington, D.C. unless the parties mutually agree to another location. Disputes about whether to hold an arbitration virtually or in person will be resolved by the arbitrator. The Parties will submit no more than a one (1) page letter outlining their reasons for their position to the arbitrator. The Parties will simultaneously submit their position letters at a date and time determined by the arbitrator and no further filings are permitted or authorized. The arbitrator will decide the issue within three (3) days of receiving the Parties' position letters. No formal written decision by the arbitrator is required.

Section 17. The Agency recognizes its obligations under 5 USC 7114(b)(4) to provide information as is relevant and necessary to the processing of a grievance to the extent consistent with applicable law and regulation.

Section 18. Should either party file exceptions to an arbitration award with the Federal Labor Relations Authority (FLRA), then either party may request that the FLRA remand a matter to the arbitrator. Should the FLRA grant exceptions to an arbitration decision, the parties may mutually agree to resubmit the case to the Arbitrator to issue an adjusted award consistent with the FLRA ruling.

ARTICLE 10
DISCIPLINARY AND ADVERSE ACTIONS

Section 1. This Article covers actions involving written reprimands, suspensions, removals, reductions-in pay or pay band, or furloughs of thirty (30) days or less for reasons other than a lapse in Congressional appropriations or action by Congress. This Article does not apply to the removal of probationary or temporary employees.

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

Section 3. Unless otherwise specified in this Agreement, disciplinary/adverse actions taken against an employee, whether conduct or performance based, will be in accordance with FAA Personnel Management System (PMS), Chapter III, Paragraph 3, dated September 30, 2015. Disciplinary/adverse actions shall not be taken against an employee except for such cause as will promote the efficiency of the service.

Section 4. The facts pertaining to a disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after the facts have been made known to the Agency.

Section 5. The following procedures will be used to take disciplinary/adverse actions:

a. No prior notice is required when issuing a written reprimand. The Agency shall give the employee written notice proposing other disciplinary/adverse actions. The notice period for a proposed suspension of fourteen (14) days or less shall be a minimum of fifteen (15) calendar days. The notice period shall be a minimum of thirty (30) calendar days for proposed suspensions of more than fourteen (14) calendar days, reduction in pay or pay band, or removal. The notice must state the following:

1. the specific reason(s) for the proposed action in sufficient detail for the employee to make a reply;

2. a statement informing the employee of the right to make an oral and/or written reply, the time limits to do so, and to whom the reply should be made;

3. a statement of the employee's right to have personal representation during the reply period; and

4. a statement of the employee's right to review all the material relied upon to support the proposed action and copies unless otherwise prohibited by law.

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

c. The Agency shall consider the employee's reply, and then give the employee a written decision concerning the proposed action. The written decision shall fully set forth the basis for the decision and advise the employee of his/her right to grieve or appeal the decision.

Section 6. In addition to the provisions of Section 5, the provisions of HRPM ER-4.8, Addressing Unacceptable Performance, established November 21, 2002, and effective September 26, 2022, are applicable to cases of reduction in pay or pay band, or removal for unacceptable performance.

Section 7. No advance written notice is required for the issuance of a written reprimand. The reprimand must state the specific reasons for the action. The employee may present an oral or written reply within fifteen (15) calendar days of receipt of the reprimand. The Agency will consider the employee's reply and notify the employee in writing of the decision. If the reprimand is sustained, a copy of it, along with the employee's written reply if requested by the employee, will be scanned into

the employee's electronic-official personnel folder (e-OPF). The reprimand shall be removed from the employee's e-OPF after two (2) years from the effective date of the reprimand.

Section 8. An employee against whom disciplinary/adverse action is proposed under this Article shall have the right to a copy of all the information relied upon to support the proposal. The employee and his/her representative, if an FAA employee or Union representative, if otherwise in a duty status, shall be granted a reasonable amount of excused absence and official time for preparation and presentation of oral and/or written replies to proposed actions under this Article.

Section 9. Although not exhaustive, the FAA's Table of Penalties may be used, when applicable, as a guide to determine an appropriate penalty along with HRPM ER-4.1, Standards of Conduct established August 11, 2000, and updated June 12, 2023. Appropriate penalties for offenses not listed in the Table of Penalties may be derived by comparing the nature and seriousness of the offense to those listed in the Table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration should be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two (2) year time frame should be used in determining freshness.

Section 10. In making its determination that disciplinary/adverse action is necessary and when determining the appropriateness of a penalty, the Agency shall consider the FAA Factors as outlined in the Personnel Management System (PMS), Chapter III, Paragraph 3 (Douglas Factors). These factors do not apply to non-disciplinary actions, such as performance-based actions.

Section 11. Any notification to an employee, which is not made personally, shall be accomplished by a verifiable delivery service such as certified mail return receipt requested, Federal Express, or electronically with return receipt.

Section 12. An employee against whom an adverse/disciplinary action is taken may grieve that action under Article 9, Grievance Procedure, or any other applicable statutory procedure, but not both.

Section 13. When an employee has been investigated and management has determined that the investigation is closed and no action is to be taken against the employee they shall be promptly informed of the same.

ARTICLE 11
DUES WITHHOLDING

Section 1. Payroll Deductions

a. 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.

b. The amount of dues to be withheld under this Agreement shall be the regular dues of the Union as certified by the Union. A deduction of 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 2. Employee Responsibilities

a. A member who desires to have their dues deducted from their pay must complete the appropriate portion of SF-1187, and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The authorized official of the Union will include the Union Local number on the SF-1187 as the appropriate payroll identification for AFSCME. 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. It is voluntary for an employee to submit the last four of their Social Security Number, but failure to provide it when used as the employee identification number may mean that payroll deductions cannot be processed. Absent the last four of the Social Security Number, the employee should provide the office location, routing number, and office telephone. Absent this information, the Agency will be without fault.

b. An employee who has authorized the withholding of Union dues may request revocation of such authorization after one (1) year by completion and submission of SF-1188 to the appropriate payroll processing center in accordance with the procedures below:

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

2. **All other members**:

   i. March 1 shall be the annual date for all revocations of Union dues. The employee must complete and submit an SF-1188 to the Agency between the dates of January 1 to January 31 of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the

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

ii. The administration of dues withholding for members joining on or after August 10, 2020, will be in accordance with 5 CFR § 2429.19. It is the employee's responsibility to ensure timely filing of their revocation forms. Revocation forms shall only be accepted by the Agency during this time period. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

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

Section 3. Union Responsibilities

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

b. If the rate/amount of dues is changed by the Union, the Union will notify the Executive Director, Office of Labor and Employee Relations, in writing and will certify as to the new rate/amount of 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 a calendar year. Each bargaining unit that is a party to this multi-unit agreement may set its own rates/amount of dues.

c. The Union agrees to give prompt, written notification to the appropriate 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 4. Agency Responsibilities

a. 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 AFSCME Council 20 and mailed to an address designated by the Union 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. A list shall be provided in paper copy, or electronically if agreed to by the Parties. A separate list and check will be prepared for each bargaining unit.

b. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Agency shall be responsible for notifying the appropriate servicing payroll processing center when one of these actions occurs. If separation from the bargaining unit is on a temporary basis lasting no more than six (6) months, payroll deduction will be automatically resumed upon the employee's return to the bargaining unit and notice by the employee (by submission of an SF-1187) or the Union to the appropriate payroll-processing center.

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

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

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

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

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

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

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

2. Provide the SF-50 to the gaining payroll technician within the next pay

period of the effective date the employee leaves the bargaining unit position.

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

e. In the event that an employee's dues are continued erroneously due to the action or inaction of the Agency, the Agency shall be responsible for reimbursing the employee, consistent with the provisions of Section 4f of this Article.

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

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

ARTICLE 12
OFFICE SPACE

Section 1. Policies and procedures regarding space management shall be in accordance with this Agreement and FAA Order 4665.4B, FAA Administrative and Technical Space Standards.

Section 2. Concurrent with the request for the approval of funding to build or lease a new facility, combine several functions at a newly acquired location, or expand and/or remodel an existing facility where employees will be affected the Union shall be notified. The Parties recognize the importance of the early and open exchange of information, and therefore, will discuss issues prior to the Agency’s final decision on actions to be taken.

Section 3. At a mutually agreed upon time after the signing of this Agreement, the Agency will brief the Union of any projects currently planned and/or under construction or being implemented that impact the bargaining unit covered by this agreement.

Section 4. Workspace configurations, including floorplans, personal workspace

assignments and the usable square footage of personal workspace will remain unchanged in existing offices/facilities, unless the Agency deems it necessary to repurpose the existing space or the existing space no longer meets the needs of the organization.

Section 5. The Union will be promptly notified under Article 7, as appropriate, when the Agency has approved the project implementation plan(s) that impact the bargaining unit covered by this agreement.

The Parties will engage in negotiations, using the following parameters:

a. Standard Workstation. Employees assigned to the facility/office who are regularly scheduled to be in the office six (6) or more days in a pay period shall be assigned a standard workstation, sixty-four (64) usable square feet in size, which is a non-shared space assigned to one employee.

b. All other employees will be assigned a workstation defined as:

1. Touchdown Workstation. An activity-based workspace, thirty-two (32) usable square feet in size, typically laptop-focused;

2. Hoteling Workstation: A shared / non-dedicated, non-permanent workspace, at least thirty-two (32) but not greater than sixty-four (64) usable square feet available on an “as needed” basis and reserved by an employee.

3. These workstations will be equipped with the standard office technology (e.g., telephone or its equivalent, laptop connections, necessary power outlets). The hotel workstation will have at a minimum, a chair, monitor, docking station, keyboard and mouse. Any agreement must ensure that the number of available alternate forms of workstations is adequate for the total number of employees who may report to the office. Management is responsible for and must provide a workstation for employees on days employees are required to report to the office. The agreement must also ensure that the Agency assigns adequate individual storage space to all employees.

c. At locations where suitable unused space exists, workstation size may be increased. If existing workstations are unused and available, the Parties may negotiate the assignment of standard workstations to employees in subsection (b), above. To the extent practicable, access to natural light from windows shall not be compromised by the placement of conference rooms, storage rooms, or hard-walled offices.

Section 6. If an employee’s telework agreement changes, such that the employee is required to be in the office fewer or more days, they will be provided a workspace in accordance with this Agreement.

Section 7. The Union shall have the right to have a member on any local committee dealing with facility services, if such a committee exists or is established, and participate in accordance with applicable law or regulation.

Section 8. The Agency will provide and maintain a microwave oven and a refrigerator at all permanent duty stations and other locations where they are currently provided by the Agency.

Section 9. The Agency shall maintain operational, clean, and adequately stocked restrooms at all of its permanent duty stations.

Section 10. At permanent duty stations with kitchens, the Agency shall maintain an adequate stock of cleaning supplies.

Section 11. In the event the Agency reassigns employees either individually or in a group to a different workspace, the Agency will notify the Union in accordance with Article 7 as appropriate. Notice to the Union under this Section will include the following information:

a. floor plans showing pre- and post-move location of all workspaces designated as bargaining unit spaces;

b. a list of all bargaining unit employees to be moved; and

c. the projected date of the move.

Section 12. Placement of employees within FAA facilities will be based on the Agency's identification of a need for co-locating work units, if any. Specific assignments of employees to Agency designated bargaining unit workspaces will be in accordance with the agreement of the Parties.

Section 13. When an employee takes a permanent position outside the bargaining unit covered by this Agreement, if the Union requests, the employee's cubicle shall be reassigned to a bargaining unit employee in accordance with this section.

Section 14. The Agency will provide affected employees with moving boxes for their use in moving their business and personal items. The Agency will physically move the packed boxes of business items to the new location. The employee is responsible for packing and moving personal items to the new location. The Agency will not be responsible for damage or loss to any personal items packed in the boxes. Affected bargaining unit employees will be afforded up to eight (8) hours to pack and unpack. The Agency will transfer telephone service and move computers to the new location.

Section 15. For employees with an approved reasonable accommodation that requires specialized equipment while working onsite, the Agency shall provide access to a workstation equipped with the necessary specialized equipment.

Section 16. Cleaning procedures for shared workstations will be negotiated and established when these spaces are converted. This includes determining responsibilities for maintaining cleanliness and ensuring cleaning supplies or services are readily available.

Section 17. Any other issues concerning office moves, relocations, and cubicle/office assignments not already covered by this Agreement shall be subject to negotiation under Article 7, Midterm Bargaining, as appropriate.

ARTICLE 13
USE OF AGENCY FACILITIES

Section 1. In every facility where there are bargaining unit employees, the Agency shall provide bulletin board space for the posting of Union materials in a non-work area location subject to the following conditions:

a. FAA Buildings 10A and 10B are separate FAA Facilities for the purposes of this article.

b. Bulletin board/electronic display locations shall be mutually agreed upon by the parties.

c. Bulletin boards shall be secured with covered glass, with a minimum of 2 locking doors, and not less than 3’ x 4’.

d. The Union shall retain the keys to the bulletin boards and be responsible for lost key or rekeying costs.

e. At facilities where there is available space, the Union shall be granted a separate bulletin board at the Union’s expense.

f. The Agency will not, nor will the Agency permit any contractor, subcontractor, or GSA lessee to obscure, block, or restrict from view an AFSCME Union bulletin board.

g. Posting Requirements. Information placed on a Union bulletin board/electronic display must comply with HRPM ER-4.1, established August 11, 2000, and effective June 12, 2023, and must not:

1. Violate any laws or regulations;

2. Contain items relating to partisan political matters; or

3. Violate the security of the Agency.

h. **Electronic Displays.** In facilities with bargaining unit employees, the Union may post informational material on video display monitors that broadcast non-technical information. All proposed information must be submitted to the applicable display monitor point of contact and comply with applicable guidelines, regulations, and law, including 5 U.S.C Chapter 71.

i. In FAA Buildings 10A and 10B, the Union may place a free-standing electronic display on the 1st or 2nd floor of FOB 10A and on the 1st floor of FOB 10B in lieu of maintaining a physical bulletin board. The free-standing electronic display shall be purchased and maintained by the Union and be of substantially similar size to the displays used by the agency.

Section 2. Union representatives specified in Article 3, Union Rights and Representation, shall be given access to FAA telephone lines, internal distribution system, fax, e-mail, printers, copy machines, and FAA licensed software (including but not limited to Zoom, Teams, etc.) for the purpose of conducting official labor relations business regarding grievances and other representational matters.

Section 3. The Union has been provided with sufficient office space, office furniture, computer equipment, and appropriate communication hook-ups for the Union. The Agency shall provide, maintain, and refresh computing and networking devices to be connected to the FAA network. The FAA LAN will be the only network permitted to operate on Agency property. The Agency has provided the Union with telephones and telephone service.

Section 4. The Union's use of any FAA equipment is subject to the requirements of FAA Order 1370.121B, dated April 25, 2022. This equipment may be used for processing grievances, unfair labor practices, or other representational matters, including negotiations.

Section 5. Once during the duration of this contract, no later than two years from the signing of the CBA, the Agency will, absent budget restrictions and at no cost to the Union, refresh the Union's office space and office furniture to include painting the walls, replacing the carpet, and refreshing the office furniture. The Union will pick office furniture from the Agency's available inventory of surplus furniture. The parties shall mutually agree upon the timing of the office space refresh.

Section 6. The Union may receive mail in its offices within FAA facilities. Mail received by the Union at FAA facilities will be delivered to the Union unopened.

Section 7. The Agency shall approve the Union's use of space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with other requirements. Bargaining unit members who attend Union meetings on Agency property must be in a non-duty status.

Section 8. The Union will be granted the use of facility space for ballot elections and referenda during the non-duty hours of the employees involved. Additionally, if the Union conducts an election electronically, the Union may use FAA Email addresses to conduct such an election. The Agency is not liable for any technology difficulties experienced by the Union during electronic elections.

ARTICLE 14
NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 1. The Agency will provide the Union with a monthly report by organizational unit listing all bargaining unit names, service computation dates, classification, title, pay levels, bargaining unit status, hires, transfers, promotions, reassignments, resignations, retirements, and deaths.

Section 2. The Agency will provide the Union President, on a monthly basis, a complete FAA Headquarters personnel listing by bargaining unit status code including organization code, name, supervisory code, position title, and grade or band.

Section 3. The reports referred to in this Article shall be transmitted in electronic format.

ARTICLE 15
PRINTING OF THE AGREEMENT

Section 1. The Agency shall print this Agreement in booklet form and distribute a copy to each employee in the unit, including employees who enter into bargaining unit positions during the life of this Agreement. The Agency shall also provide two hundred (200) copies to AFSCME at Headquarters. An electronic copy of the Agreement shall be available on the FAA Intranet.

ARTICLE 16
AGENCY DIRECTIVES

Section 1. AFSCME Council 20 and Local 1653 shall be provided access to the HRPM, FAPM, PRIBs, and FAA orders and notices which relate to personnel policies, practices, and working conditions of employees in the bargaining unit. Agency directives will be maintained and/or available electronically.

Section 2. All information not available on the Intranet or Agency website shall be provided, upon request, in an electronic format and the Union shall not be restricted from further distribution of said documents.

ARTICLE 17
CLASSIFICATION STANDARDS AND JOB DESCRIPTIONS

Section 1. The Parties recognize that position classification standards for bargaining unit employees are established by the Agency. The Agency shall notify the Union before changing any of the applicable classification standards and shall consider the Union's comments on the changes. Such notice shall be provided as soon as possible, but not less than thirty (30) days in advance.

Section 2. Upon request, the Agency shall provide an employee covered by this Agreement with an accurate and current position level and category definition. If an employee believes that their position level job title or job category is not accurate they may request a review by the appropriate supervisor and be assisted by a Union representative. Employees who perform duties that are substantially distinct from duties performed by other employees in the same organizational unit with the same job title shall be provided with a general description of the distinct major duties and responsibilities upon request. Any dispute regarding the accuracy of the text of an employee's job documentation may be grieved under this Agreement.

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

Section 4. The Union may submit written recommendations and present supporting evidence to the appropriate management official concerning the adequacy of any of the text of any standardized the job category and/or career level descriptor(s) for employees covered by this Agreement. The Agency agrees to review the material submitted and advise the Union of the results.

Section 5. The Agency shall notify the Union, at the appropriate level, at least thirty (30) days in advance, when significant changes are to be made in standardized the job category and/or career level descriptor(s) for employees covered by this Agreement.

ARTICLE 18
PROBATIONARY EMPLOYEE

Section 1. A probationary employee is an employee who has not completed one (1) year of uninterrupted permanent Federal Civil Service.

Section 2. Probationary employees may join and be members of the union and enjoy all of the rights and benefits under the collective bargaining agreement, except that

neither the employee nor the Union may grieve the termination of a probationary employee in accordance with Article 9, Grievance Procedure.

ARTICLE 19
SENIORITY

Section 1. Seniority will be determined by the Union.

Section 2. The Union will notify the Agency of the seniority policy and discuss with the Agency any modification(s) thereto.

ARTICLE 20
PERFORMANCE EVALUATION

Section 1. In accordance with HRPM PM-9.1, Performance Management System (PMS), the Parties agree that a performance plan is a written document between an employee (or team) and their manager. The performance plan contains two (2) parts. The first part describes what has to be done during the performance cycle, how well it has to be done, and how the accomplishment will be measured. This part of the plan is based primarily on the goals of the Agency and the employee's Job Analysis Tool (JAT). The second part identifies training, developmental work assignments, and individual development desires and/or other developmental needs proposed for/by the employee for the upcoming cycle.

Section 2. The plan is developed locally by the manager with input and feedback from the employee. All plans will be developed within thirty (30) days of the start of the performance cycle which begins on October 1.

a. The plan will be modified with employee input when the position duties and responsibilities change or the position performance outcomes and/or expectations change.

b. The employee will assist the manager in identifying developmental needs required to fulfill the established performance plan.

c. Every effort will be made to avoid making changes to the performance plan less than ninety (90) days before the end of the performance cycle.

d. If an employee does not have the opportunity to perform work described by the performance plan, that lack of opportunity will be considered when the Agency prepares the final performance summary. The Agency should take into account any mitigating circumstances outside of an employee’s control when assessing the employee’s performance against the performance plan.

Section 3. Each bargaining unit member will receive at a minimum, a mid-year and end-of-year performance feedback session. Management will provide a timely signed copy of the mid-year evaluation. Management will provide a signed copy of the end of year evaluation within thirty (30) days of the end of the performance cycle. In addition to these performance feedback sessions, the Agency will conduct coaching and feedback sessions, as necessary, during the performance cycle to discuss any performance problems.

Section 4. The performance summary is a consolidation, discussion, and acknowledgement of employee accomplishments and effectiveness throughout the performance cycle. The summary:

a. provides an assessment of actual achievements based on the outcomes and expectations contained in the performance plan;

b. includes a synopsis of formal feedback received during the performance cycle; and

c. contains highlights of developmental activities undertaken during the period.

The performance summary represents the review of record for the performance cycle.

Section 5. Employees shall be rated as acceptable in achieving performance goals, or unacceptable in achieving performance goals on their overall performance.

Section 6. In accordance with HRPM ER-4.8, Addressing Unacceptable Performance**,** if at any time during the performance cycle an employee's performance is determined to be unacceptable in any primary outcome, management must provide the employee with a reasonable opportunity to demonstrate performance (ODP) of not less than ninety (90) days.

a. As part of the employee's ODP, the manager will write a plan which identifies the primary outcome(s) for which performance is unacceptable, what the employee must do to improve their performance to be retained in the job, and what the Agency will do to assist the employee.

b. During the period for improving performance, the manager will, as stipulated in the ODP, provide the employee with written and/or oral review, as discussed in the ODP, identifying the employee's progress and identifying any areas still needing improvement.

c. If the employee fails to demonstrate acceptable performance during the opportunity period and their performance remains unacceptable at the close

of the opportunity period, management may extend the opportunity to demonstrate performance for an additional period not to exceed thirty (30) days, reassign the employee to another position where management believes acceptable performance can be achieved, reduce the employee's pay, demote the employee, or remove the employee from FAA and from the Federal service. There is no requirement to extend an ODP, establish a position, or restructure the employee's current position in order to avoid reducing an employee's pay, demote an employee or remove an employee from FAA and from the Federal service. If reassignment is chosen, management must document the rationale for why it is believed acceptable performance can be achieved in the position where the employee is being reassigned.

d. Should the employee achieve successful performance in the primary outcome(s) by the end of the ODP, the employee will be notified that they must sustain successful performance in the deficient primary outcome(s) for at least one (1) year from the date the employee demonstrates acceptable performance or action will be initiated to reassign, reduce in pay, demote or remove the employee from the FAA without a second ODP.

Section 7. The employee's signature, after the review of their performance summary, indicates that they have reviewed the completed performance summary and that it has been discussed with them. The employee's signature shall not be taken to mean that they agree with all the information or that they forfeit any rights to file a grievance. The employee may make comments in the remarks section or attach them on a separate page, and such comments will be made part of their review of record for the performance period.

Section 8. The Parties agree that the Agency will maintain the record of employee performance in an electronic system of records known as PMAS. Prior to implementing any significant changes to the PMAS system, the Agency will notify the Union and provide the Union an opportunity to bargain over the proposed changes.

ARTICLE 21
RECOGNITION AND AWARDS PROGRAM

Section 1. The Agency's recognition of employees and the application of Agency awards programs shall be in accordance with Agency Directives and this Agreement.

Section 2. The Parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of bargaining unit employees by recognizing and rewarding their contributions to quality, efficiency, or economy of government operations. The Agency agrees to consider granting a cash award, honorary, or informal recognition award, or grant time off without charge to leave or loss of pay to an employee individually or as a member of a group on the basis of:

a. adoption or implementation of a suggestion or invention;

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

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

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

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

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

g. productivity gains.

The Parties agree that this is a list of examples and is not all inclusive.

Section 3. The Agency shall inform the Union President of the total amount spent on awards for the bargaining unit within one month of the end of the fiscal year.

Section 4. The Agency has discretion to grant a In Position Increase (IPI) to an employee consistent with the standards and requirements generally applicable to the federal sector.

Section 5. The Agency shall notify the Union President, in writing, when bargaining unit employees receive an award. At a minimum, the notification shall include the employee's name and type of award. This notification will happen no less than quarterly. When applicable, the employee's Electronic Official Personnel File (eOPF) will be updated to reflect awards received.

Section 6. Awards shall not be used to discriminate among employees or to effect favoritism.

Section 7. The granting of or failure to grant an award may be the subject of a grievance under this Agreement.

ARTICLE 22
EMPLOYEE RECORDS

Section 1. Material placed in an employee's Electronic Official Personnel File (eOPF),

Employee Performance File (EPF), Medical, Security, or other DOT/FAA file(s) shall comply with the applicable provisions of the Privacy Act, FAA/DOT regulations, and this Agreement. This includes those files maintained at the employee's Unit. Where required by law, rule, or regulations, any material which becomes a part of the employee's records shall bear the signature of the person originating the material. Upon request the employee shall be given copies of and/or access to all FAA initiated material which are placed in their eOPF or EPF with the exception of a Security Report of Investigation.

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

Section 3. Letters of reprimand and documents related to them shall be retained in the eOPF for no more than two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the reprimand and related documents may be removed at the written request of the appropriate management official. In the event a letter of reprimand is ruled by appropriate authority to have been unjustly issued, the reprimand and related documents shall be removed immediately and destroyed. Any reference to a letter of reprimand, which has been expunged from the eOPF must be removed from all employee records.

Section 4. Access to an employee's eOPF/EPF, Medical, and Security file(s) shall be granted to other persons only as authorized by law and OPM, DOT, and FAA regulations. The Agency shall maintain a log of all persons, other than the Office of Security and Hazardous Materials and Human Resource Management offices, who have accessed an employee's eOPF/EPF or Security file in the performance of their duties. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of a Management official.

Section 5. An employee, pursuant to OPM regulations and the Privacy Act, may request that a record maintained by the Agency be corrected or amended if they believe the information is incorrect. The Agency will advise the employee within fifteen (15) calendar days of its determination concerning the employee's request.

Section 6. Each employee, upon written request, and/or their designated representative upon written authorization, shall be allowed to prepare an itemized listing and/or copy, in the presence of a Management official, any/all of the EPF, Medical, Security folders or other DOT/FAA file, with the exception of records restricted by law or regulation.

ARTICLE 23
TRANSPORTATION SUBSIDIES AND PARKING FOR EMPLOYEES

Section 1. Transit benefits (SmartBenefits) shall be provided as outlined in FAA Order 1530.1, issued May 26, 2000. The monthly benefit shall not exceed the legally permissible tax-free amount as established in the Internal Revenue Code or the local monthly cost of public mass transportation, whichever is less.

Section 2. Employees using public mass transportation, or who participate in qualified vanpools, are eligible to participate in the transit benefit program.

Section 3. Parking accommodations at FAA occupied space shall be governed by applicable laws and regulations. Motorcycle parking passes shall be available for purchase for the same time frames as automobile passes.

Available spaces shall be administered in accordance with FAA Headquarters and Satellite Parking Policy, issued September 2023. The Union shall be allocated no less than 1 parking space, free of charge, on temporary parking passes. The Union shall coordinate with APM-100 at least 3 business days in advance to utilize the temporary parking passes.

Section 4. Distribution of parking passes shall be monthly or quarterly and SmartBenefits shall be electronically distributed monthly. An employee may designate another Agency employee to retrieve their parking pass with appropriate written authorization.

Section 5. Transit benefits are normally recertified annually, however the agency may require employees to recertify their benefits more frequently, but no employee will be required to recertify their benefits more than once within 90 calendar days. When employees are directed to recertify their benefits, they shall be given no less than 30 calendar days to do so before the agency may discontinue their transit benefits.

Section 6. The Agency shall encourage the use of bicycles for commuting to/from work. Towards this end, a bicycle rack will be available to bicycle commuters outside the Orville building (FOB-10A). The use of the rack(s) will
be monitored and additional rack(s) will be acquired when needed.

ARTICLE 24
PERSONAL PROPERTY CLAIMS

Section 1. As specified in the FAA Order 2700.14B, dated December 19, 1983, employees may make claims for damage or loss of personal property resulting from incidents related to the performance of their duty. The Agency shall assist the employee in the proper filing of their claim.

ARTICLE 25
VOLUNTARY LEAVE TRANSFER PROGRAM

Section 1. The Parties agree to abide by the FAA's Voluntary Leave Transfer Program (VLTP), HRPM LWS-8.12, established June 15, 2018, and effective March 16, 2022, which provides for the voluntary transfer of unused accrued annual and sick leave from a leave donor for use by an approved leave recipient.

Section 2. VLTP Leave Recipient

a. An employee may complete and submit, for their front-line manager's approval, an electronic or manual VLTP leave recipient application for an approved period of leave without pay for a personal medical emergency or to care for a family member with a personal medical emergency. If an employee is not capable of making an application, a personal representative of the potential leave recipient may complete and submit an application on the employee's behalf. Each application shall be accompanied by a written (or electronically prepared) manager-approved leave request and medical certification. The information required in the medical certification is described in HRPM LWS-8.1, Sick Leave for Personal Medical Needs, established June 28, 2004, and effective June 1, 2023, and HRPM LWS-8.2, Leave Options to Care for a Family Member, established June 28, 2004, and effective May 31, 2021.

b. 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.

c. While a leave recipient is in a transferred leave status, accrued annual and sick leave are maintained in separate set-aside annual and sick leave accounts at the same rate as if the employee were in a paid leave status except that:

1. the maximum amount of annual leave that may be accrued in the set-aside account for any particular medical emergency may not exceed forty (40) hours, (or in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the leave recipient's weekly scheduled tour of duty); and

2. the maximum amount of sick leave that may be accrued in the set-aside account for 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).

d. Any annual or sick leave accrued by a leave recipient under Section 2c shall be

transferred to the appropriate regular leave account of the leave recipient and shall become available for use:

1. as of the beginning of the first pay period beginning on or after the date on which the leave recipient's medical emergency terminates; or

2. if the leave recipient's medical emergency has not yet terminated, once the leave recipient has exhausted all donated leave made available to them.

Accrued leave earned when a leave recipient works for part or all of a pay period is placed in the employee's regular sick and annual leave accounts.

Section 3. VLTP Leave Donor

a. An employee may submit a voluntary written request to the employee's front-line manager 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. Supervisory approval of donations is necessary.

b. Limitations on donation of annual leave are as follows:

1. During the current 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. The employee may only donate hours for which the donor is scheduled to work and receive pay.

2. 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 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 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. A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient. There shall be no limitations placed on the number of sick leave hours donated by employees.

Section 4. Leave transferred under this Article may be substituted retroactively for an approved period of leave without pay or used to liquidate indebtedness for advanced annual or sick leave granted on or after beginning date of the medical emergency.

Section 5. Restoration of unused transferred leave shall be in accordance with HRPM LWS-8.12 established on June 15, 2018, and effective March 16, 2022.

DEFINITIONS:

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

Leave recipient: A current employee for whom the Agency has approved a VLTP leave recipient application to receive donated annual or sick leave (if applicable) from the leave accounts of 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 resulting in a substantial loss of income to the employee because of the unavailability of paid leave. Elective medical procedures shall not constitute a medical emergency, but complications stemming from elective surgery may constitute a medical emergency.

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 26
LEAVE

Section 1. Annual Leave

a. Annual leave will be administered in accordance with HRPM LWS- 8.3, Annual Leave, established May 4, 2005, and effective June 13, 2022. Full-time employees earn annual leave at the following rate:

1. Less than three (3) years of service, earn four (4) hours for each full biweekly pay period;

2. Three (3) or more but less than fifteen (15) years of service, earn six (6) hours for each full biweekly pay period, and ten (10) hours for the last full biweekly pay period;

3. Fifteen (15) or more years of service, earn eight (8) hours for each full biweekly pay period.

b. An employee may combine all of their accumulated leave, plus what they will accrue that leave year, for use at one time. The Agency shall approve/disapprove leave requests within five (5) days of the request. When

the Agency denies a written request for annual leave, the reasons for the denial of the request will be in writing or other Agency established mode or electronic format.

c. HRPM LWS-8.3 prescribes that an employee may be placed on annual leave without the employee's consent under certain conditions.

d. An employee may cancel annual leave at any time.

e. When an employee becomes ill during annual leave, the period may be charged as sick leave in accordance with HRPM LWS-8.1, Sick Leave for Personal Medical Needs, established June 28, 2004, and effective June 1, 2023.

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

g. Employees are covered by the annual leave and lump sum payment provisions contained in HRPM LWS-8.3 and HRPM LWS-8.11, Lump Sum Annual Leave Payments, established May 4, 2005, and effective June 13, 2022, and July 23, 2021.

h. Employees shall be permitted to carry over up to two hundred and fifty-six (256) hours of annual leave at the end of the leave year.

i. Requests for annual leave and individual annual leave records shall not be available, distributed as general information, or publicized.

Section 2. Sick Leave

a. A full-time employee shall earn sick leave at a rate of four (4) hours a pay period. Eligible employees may accumulate and carryover an unlimited amount of sick leave.

b. Sick leave must be granted when an employee meets one (1) of the following conditions:

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

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

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

c. Employees shall not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less unless on a sick leave

restriction letter. An employee must furnish a medical certificate for absences of more than three (3) workdays, except that the Agency in individual cases may waive this requirement. 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.

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

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

f. Whenever an employee's request for sick leave is disapproved, they shall be given a written reason, unless they are on a sick leave restriction letter.

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

h. In accordance with HRPM LWS-8.1, front-line managers are authorized to advance up to thirty (30) days (240 hours) sick leave for full-time employees for serious disability or ailment, except when:

i. When an employee becomes seriously ill or injured at work, if the employee is unable, the Agency shall dial 911.

j. Federal Employees Retirement System (FERS) employees shall receive credit for unused sick leave in accordance with applicable law.

Section 3. Leave for Special Circumstances

a. In the event of a death in an employee’s family, an employee is entitled to take annual leave, sick leave, or leave without pay (LWOP) in accordance with HRPM LWS-8.2 and HRPM LWS-8.10 established May 4, 2005, and effective May 31, 2021, and June 15, 2023. Upon request, an employee may be granted additional days of leave or LWOP. For the purposes of this Agreement, "family" is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in- law, brother-in-law, sister-in-law, step-father/mother/sister/brother/son/ daughter, half-brother, half-sister, and any individual who is related by blood or affinity, and whose close association with an employee was the equivalent of a family relationship.

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

c. An employee whose personal religious beliefs require the abstinence from work during certain times of the workday or workweek is entitled to work additional hours and earn compensatory time in accordance with HRPM LWS-8.18. The earned compensatory time is used to cover the absence for the religious observance. Requests for compensatory time off for religious observances shall be granted unless to do so would interfere with the Agency's ability to efficiently carry out the mission of the Agency.

d. In accordance with HRPM LWS-8.2, a full-time employee may take up to twelve (12) weeks of sick leave to care for a family member with a serious health condition and then take an additional twelve (12) weeks of LWOP under FMLA for the same or different medical situation as long as program requirements are met. An employee may elect to substitute any paid leave for any or all of the period of leave taken under this Article, in accordance with HRPM LWS-8.2, if the granting of such leave is otherwise consistent with current FAA policy governing the granting and use of annual or sick leave.

e. In accordance with the FMLA and HRPM LWS-8.2, an employee is entitled to a total of twelve (12) administrative work weeks of leave without pay (LWOP) during any twelve (12) month period for the following purposes:

Birth of a son or daughter of the employee and care of the newborn;

1. The placement of a son or daughter with an employee for adoption or foster care;

2. Care for a family member with a serious health condition; or

3. Serious health condition of the employee that prevents the employee from performing the essential function of his or her position.

f. Paid parental leave will be granted in accordance with HRPM LWS-8.20, Paragraph 9, established April 29, 2009, and effective July 5, 2021.

g. This Article does not preclude the granting of other requests for LWOP.

ARTICLE 27
JURY DUTY AND COURT DUTY

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

employee's illness or physical disability where a request to defer or excuse an employee may be appropriate. These must be determined on an individual basis.

Section 2. Generally, fees received for jury or witness service on a non- workday, or while in a leave without pay status may be retained by the employee. The employee may retain any mileage and subsistence allowance received. An employee who is on court leave, and released early, may be granted administrative leave for the remainder of the day.

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

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

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

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

ARTICLE 28
HOLIDAYS

Section 1. The following are legal holidays:

- New Year's Day - January 1
- Birthday of Martin Luther King, Jr. - third Monday in January
- President's Day - third Monday in February
- Memorial Day - last Monday in May
- Juneteenth - June 19
- Independence Day - July 4

- Labor Day - first Monday in September
- Columbus Day - second Monday in October
- Veterans' Day - November 11
- Thanksgiving Day - fourth Thursday in November
- Christmas Day - December 25
- Any other legally declared applicable Federal holiday, including Inauguration Day for D.C. area employees in accordance with a Federal statute or an Executive Order.

Section 2. When a holiday falls on a Saturday, the preceding Friday shall be the holiday. When a holiday falls on Sunday, the following Monday shall be the holiday. When a holiday falls on an employee's regularly scheduled workday, the scheduled holiday is the employee's holiday. Full-time employees on flexible and compressed work schedules are entitled to an in-lieu-of holiday when a holiday falls on a regularly scheduled non-workday. Part-time employees are not entitled to a holiday unless the holiday falls on the employee's regularly scheduled workday. Part-time employees are entitled to in-lieu-of holidays only when they are prevented from working because the office or facility is closed in observance of a holiday. Under traditional and flexible work schedules, the scheduled holiday is no more than eight (8) hours. Under a compressed work schedule, the scheduled holiday is the number of work hours regularly scheduled for that day.

Section 3. An employee shall be entitled to pay at the rate of double their basic pay for work performed, not in excess of eight (8) hours, on a holiday or an in lieu of holiday, for any reason. Holiday pay is paid in addition to any other premium pay granted for overtime or night work and in addition to the hazard pay differential. An employee on holiday leave shall be entitled to their basic rate of pay for that time during which the employee is on holiday leave or the absence as a witness.

ARTICLE 29
EXCUSED ABSENCES

Section 1. Excused absence, defined as approved absence from duty without charge to leave or loss of pay, shall be made available for circumstances in accordance with HRPM LWS-8.8 established May 4, 2005, and effective July 22, 2022.

Section 2. Employees shall be allowed up to four (4) hours excused absence based on staffing and workload requirements in accordance with HRPM LWS-8.8 in connection with each blood donation. If proof of attendance is required, employees shall be notified in advance.

Section 3. Employees may be granted excused absence for brief tardiness of up to fifty-nine (59) minutes when the employee provides acceptable justification either before or after the tardiness.

Section 4. Employees shall be granted excused absence for voting and other circumstances in accordance with HRPM LWS-8.8.

Section 5. Up to sixty-four (64) hours of excused absence shall be granted for pre- and post- moving arrangements incident to a change in the employee's permanent official duty location in accordance with Section 3(c)(4) of LWS-8.8. Employees will provide justification for the use of this time. This Section is not inclusive of any time provided for under FAATP Chapter 6 and Article 58, Moving Expenses.

Section 6. Absences from duty of up to eight (8) hours may be granted to make arrangements incident to a change in employee's duty location where the change does not require a change in residence. Employees will provide justification for the use of this time.

Section 7. Employees shall be entitled to leave as set forth in the Agency's HRPMs LWS-8.7, Funeral Leave, established May 4, 2005 and effective November 21, 2022, and LWS-8.4, Military Leave, established May 4, 2005 and effective February 10, 2022, or as provided in this Agreement.

Section 8. In accordance with HRPM LWS-8.8, the Agency may grant employees who donate bone marrow up to seven (7) workdays, not to exceed fifty-six (56) hours of paid excused leave per calendar year. Donation for one's own treatment is not covered.

Section 9. In accordance with HRPM LWS-8.8, the Agency may also grant up to thirty (30) workdays, not to exceed two hundred and forty (240) hours of paid leave each calendar year, to serve as an organ donor.

ARTICLE 30
PRENATAL, ADOPTIVE INFANT CHILD, AND INFANT CARE

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

Section 2. Subject to staffing and workload, employees may be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Section 3 of Article 26, Leave. Except as provided for in the "Family and Medical Leave Act of 1993", employees on leave for prenatal/infant care, or the birth or adoption of an infant child under this Section, are subject to recall to duty with thirty (30) days notice, when unforeseen staffing and workload necessitate a return to duty.

Section 3. During the period of leave under this Article, the employee may choose how and in what order such absence will be recorded: sick leave, annual leave, compensatory time, and/or LWOP, to the extent that annual, sick leave, and/or

compensatory time is available. Advance sick leave, not to exceed thirty (30) days, may be granted in accordance with HRPM LWS-8.1, established June 28, 2004, and effective June 1, 2023.

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

Section 5. The total entitlement under this Article shall be a maximum of twelve (12) months.

Section 6. The provisions of this Article shall apply to each instance of childbirth or infant child adoption.

ARTICLE 31
SUBSTANCE TESTING FOR SECURITY POSITIONS

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

Section 2. Directly following substance testing coordination with the Drug Program Coordinator (DPC), the manager will notify the Union President or their designee of upcoming testing for employees. Employee names will not be provided. The Agency shall advise the Union President or their designee of the maximum number of employees to be tested. Absent an emergency or other special circumstance, the President, or their designee, will be released for the purpose of performing representational duties. The representative, or their designee, will be notified when substance testing has been completed. Upon request, the Agency will inform the representative of the number of people tested at the facility and the number of employees to be rescheduled. The Union may request a copy of the annotated test list, in writing. All privacy data will be removed from the copy prior to delivery to the Union.

Section 3. An employee who wishes to have a Union representative present during the testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not delayed. The employee shall notify the supervisor of their wish to obtain representation as soon as the employee learns that they are to be tested. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed. The employee may witness the sealing of the sample in a tamper proof bottle.

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

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

Section 7. The Agency shall ensure that employees are selected for substance testing by nondiscriminatory and impartial methods so that no employee is harassed by being treated differently from other employees in similar circumstances. If for any reason a substance test is declared canceled, the test will be treated as if it had never been conducted, and all files related to the test shall be expunged. This does not preclude the maintenance of those records required by DOT regulations. Employees shall not be selected for testing for reasons unrelated to the purposes of the program.

Section 8. The Agency shall ensure that the HHS Mandatory Guidelines regarding proper storage, handling, and refrigeration of urine samples prior to testing are followed.

Section 9. Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected.

Section 10. Employees will be notified of drug test results within a reasonable period of time, normally five (5) working days, of receipt of the results by the Drug Program Coordinator. Failure to comply with this time frame will not invalidate the results. Such results shall only be disclosed as provided for in DOT Order 3910.1 and this Agreement.

Section 11. Only employees who are in a duty status shall be subject to substance testing.

Section 12. When reasonable suspicion exists that an employee has violated the substance prohibitions contained in DOT Order 3910.1 and the DOT Drug and Alcohol Testing Guide, the Agency may require that an employee submit to substance testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Reasonable suspicion does not require certainty, but mere "hunches" are not sufficient to meet this standard.

At the time an employee is ordered to submit to substance testing based on a reasonable suspicion, they will be given a written statement setting out the basis for establishing reasonable suspicion. In the event that a reasonable suspicion test produces a negative result, any references to reasonable suspicion including, but not limited to the written statements, shall be expunged from all formal and informal files. This does not preclude the maintenance of those records required by DOT regulations.

Section 13. Each urine specimen shall be split into two (2) specimen bottles using the split specimen procedure. If the Medical Review Officer (MRO) verifies the primary specimen bottle (bottle A) is positive, substituted and/or adulterated, the donor may request through the MRO or Field MRO, that the split specimen bottle (bottle B) be tested in another DHHS-certified laboratory, under contract with DOT, for the presence of drugs for which a positive result was obtained in the test of bottle A. Only the donor can make such request. Such request shall be honored if made within seventy-two (72) hours of the donor having received notice that their primary specimen tested positive and was verified.

Section 14. If an employee fails to provide an appropriate amount of urine in accordance with the DOT Drug and Alcohol Testing Guide, the employee will be given a reasonable period of time, up to three (3) hours, to provide a specimen.

Section 15. Every reasonable effort shall be made to accommodate an employee's request for annual leave/LWOP to obtain private back-up testing at their own expense. 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 16. Nothing in this Article shall be construed as a waiver of any employee, Union, or Agency right.

ARTICLE 32
SUBSTANCE ABUSE AND RECOVERY PROGRAM

Section 1. An employee who voluntarily identifies themselves as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, shall not be identified to the Agency on the first occurrence of self-referral for the purposes of taking disciplinary action.

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

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

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

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

d. the employee has previously completed an Agency-approved rehabilitation program in accordance with DOT Order 3910.1D dated October 10, 2010.

Section 3. An employee who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the employee:

a. obtains counseling through the Agency's Employee Assistance Program (EAP), and completes EAP recommended rehabilitation; and

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

Section 4. The flight surgeon shall contact the employee's manager and notify them of the approximate length of time that the employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem shall not be released.

Section 5. An employee who uses sick leave in connection with rehabilitation under this Article shall not be required to provide a medical certificate under Section 2 of Article 26, Leave.

Section 6. When the employee has sufficiently recovered, they will be scheduled for return to duty substance testing. Upon passing the return to duty test, the employee's manager shall be informed that the employee is no longer removed for medical reasons and may return to their normal duties. If the employee does not pass the return to duty test, the employee's manager will be informed and the employee offered an opportunity to enter into a last-chance agreement.

Section 7. All follow-up testing shall be conducted in a manner that will protect the privacy of the employee and whenever feasible, be conducted off the facility grounds.

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

ARTICLE 33
TELEWORK

Section 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPM WLB-12.3, FAA Telework Program,

established June 30, 2006, and effective May 20, 2024, and other applicable directives. The Parties agree that employees may request to telework in accordance with this Article. An employee's participation in a telework arrangement is voluntary.

Section 2. The FAA encourages and fully supports the use of telework as a workplace flexibility that enhances the Agency's mission and reputation as an employer of choice. Teleworking is designed to benefit employees, managers, and the community. Some of the benefits that may result from teleworking include:

a. Reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance.

b. Improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands.

c. Increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting.

d. Possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible.

e. Possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems.

f. Reduce the office footprint and associated expenses of the FAA; increase workforce retention; and provide flexibilities that increase efficiency and effectiveness.

Section 3. The Administrator may set an agency-wide approach for the FAA regarding telework. Any application to AFSCME employees will be subject to the applicable terms of this Agreement.

Section 4. For the purposes of this Agreement, the following Definitions apply:

a. Official Duty Station (ODS). The ODS is the city, county, state, or foreign location as identified in Blocks 38 and 39 of Standard Form (SF) 50, Notification of Personnel Action. The ODS determines an employee's applicable locality pay area and rate.

b. Assigned Worksite (Recall Address). The official location where the Agency has assigned an employee to report/work when they are not teleworking or performing mobile work.

c. **Alternative Worksite.** This is a worksite, other than the Assigned Worksite, that supports productive work and provides an environment, connectivity, and security appropriate to the work effort as approved by the Agency. The work site may be an employee's residence or other appropriate work location.

d. **Mobile Work.** This is not telework, although mobile workers may telework. Mobile work consists of regular travel to and from work in customer or designated worksites as opposed to the Assigned Worksite. It may consist of work such as site audits, site inspections, investigations, and property management. It differs from telework in that the work is specific to a designated site or location. This is not a telework day.

e. **Locality Pay Area.** An area listed in 5 CFR § 531.603, as established and modified under 5 U.S.C. § 5304 by the Pay Agent designated by the President under 5 U.S.C. § 5304(d)(1). OPM publishes definitions of locality pay areas annually.

Section 5. **Telework Options.** The following types of telework shall be available to employees:

a. Conditional Telework. This is a unique temporary telework arrangement based on an employee's unique/temporary need.

1. The employee may be authorized up to ten (10) days of telework per pay period, or other alternate telework schedule, that may also include approved leave. Such arrangements are limited to no more than 90 calendar days, absent the Head of LOB/SO approval.

2. The Agency may require appropriate documentation or supporting evidence.

3. This special arrangement requires a new Telework Agreement.

b. Routine Telework. Occurs as part of a previously approved, ongoing, and regular telework schedule:

1. The schedule may include a telework schedule where an employee teleworks from an alternative worksite, reporting to the Assigned Worksite two (2) days or more per pay period. Under this schedule, the employee's ODS would remain at their Assigned Worksite.

2. The schedule may include a telework schedule where an employee teleworks from an alternative worksite, reporting to the Assigned Worksite one day or less per pay period. The Agency has determined that this schedule requires approval from the Head of the Line of Business (LOB) or designee. Approvals/disapprovals are subject to the criteria in Section 8.

3. Employees on an approved Routine Telework Agreement may change their telework schedule (e.g., Tuesday/Wednesday to Wednesday/Thursday) with prior approval of their supervisor.

c. **Situational Telework.** Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule.

1. This may also be referred to as episodic, intermittent, unscheduled or ad-hoc telework.

2. An employee on an approved Situational Telework Agreement may request a specific telework day(s) that satisfies the irregular and/or project-oriented needs of a work assignment. The Agency will respond to such requests in a timely manner.

3. Requests to telework specific days under this option shall be approved or denied as soon as possible.

d. **Unscheduled Telework.** Unscheduled telework allows a telework-ready employee to perform telework on a day they would normally report to the office when there is an emergency announcement for weather or other unanticipated events. Once announced, employees will notify their manager of their intention to perform unscheduled telework and must be prepared to telework for the entire workday, take unscheduled leave, or a combination of both.

Section 6. **Telework Location Options**. Employees may participate in one or a combination of the following telework location options based upon their manager's approval and as a condition of the Telework Agreement.

a. Work at a location in a space set aside as an office or workplace (e.g., a residence) that provides an appropriate environment, connectivity, and security.

b. Work at a teleworking center (often called a Telecenter) operated by the federal, state, or local government, private industry, or a combination of organizations. Telecenters typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time.

c. Work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees.

d. Work in a mobile office situation where the nature of the employee's position requires that their primary duties be performed on the road or at a non-FAA third party's worksite.

Section 7. Telework Agreements. Each eligible employee who requests to telework must complete and sign the electronic FAA Telework Agreement.

a. The Telework Agreement documents the employee's and Front Line Manager's commitment to adhere to applicable guidelines and policies and must be in place before the employee begins teleworking.

b. A change in an employee's Front Line Manager requires a new or modified Telework Agreement; however, the new manager will not modify or terminate the agreement without written notice to the employee stating the reason.

c. Upon receipt of the new Front Line Manager's intent to modify or terminate the existing Telework Agreement, the employee may request reconsideration of that decision by the second level manager in accordance with this Article. Until the second level manager decision is received, the employee's current Telework Agreement remains in effect.

d. Telework Agreements must be reviewed and renewed annually. The Agency may also review a Telework Agreement if a change in circumstances no longer meets the criteria in Section 8. A change to an employee's Alternative Worksite(s) requires a resubmission of a Telework Agreement for consideration using the criteria established in Section 8.

Section 8. Telework Request Review Criteria. When an employee makes a request to telework, the Agency will apply the following criteria to grant or deny the specific Telework Agreement request in a fair, objective, and equitable manner and based on business practices, not arbitrary limitations:

a. The reasonableness of the request, to include consideration of work activities that are portable and are not dependent on the employee working at the traditional worksite, and consideration of the employee's ability to effectively engage in-person and virtually as appropriate;

b. The workability of the request, to include the availability of adequate technology for off-site work and the appropriateness of virtual management oversight.

c. The request would not adversely impact any Agency operation or the mission of the FAA, including considerations of an increase in cost representing more than a reasonable administrative cost or cost savings; or

d. Any other criteria established by law.

Section 9.

a. Employees may be restricted from participating in a Telework Agreement if officially disciplined for absence and leave misconduct within the past 12 months

or violations of Subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch. A restriction based on these reasons may be reconsidered a year after the official discipline.

b. Employees may be restricted from participating in a Telework Agreement if there are documented deficiencies that reflect the employee's performance is unsuitable for telework. The restriction based on these reasons may be reconsidered after the resolution of the officially documented deficiency.

Section 10. An employee that is not approved for one type of telework may be considered for other types of telework.

Section 11. Employees who are operationally required to be present on certain days (i.e. on-site work or handling classified information) may request consideration for a telework arrangement that would allow for teleworking on days without operational requirements, subject to the criteria in Section 8.

Section 12. In the event an employee is unable to perform telework at their alternative worksite due to circumstances beyond their control (e.g. power failure or loss of internet connectivity, inclement weather), the employee's manager may grant excused absence on a case-by-case basis. If excused absence is not granted, the employee may use leave or other paid time off or make other arrangements to perform work at another site approved by the Agency.

Section 13. Submission, Denial, Termination, or Modification of a Telework Agreement. This Section applies to requests to participate in the telework program via a Telework Agreement and modification or termination of an existing Telework Agreement.

a. Submission

1. The Telework Agreement is submitted to the employee's Front Line Manager for consideration.

2. The Agency will provide a written response to the employee within ten (10) calendar days of the submission. A response to a routine Telework Agreement request that would result in an in-office/in-person presence of one day or less per pay period will be provided as soon as reasonably possible but not more than twenty-one (21) calendar days of submission.

3. Approved Telework Agreements shall not normally become effective earlier than the next full pay period after notice to the employee.

b. Denial, Modification, or Termination of Telework Agreement

1. Denial of an employee's request for a Telework Agreement, modification or termination of an existing Telework Agreement must be based on the criteria

established in Section 8. To the maximum extent practicable, modifications or terminations shall not become effective earlier than the next full pay period after notice to the employee.

2. Rationale for a denial, modification, or termination of a Telework Agreement shall be provided in writing and will include information about the criteria considered under Section 8, as well as information about when the employee might reapply and, if applicable, what actions the employee should take to improve their chance of approval.

3. A decision to deny an employee's request to telework on a particular day under a Situational/Ad Hoc Telework Agreement will be provided with as much advance notice as possible from the employee's request.

c. Request for Reconsideration.

1. An employee may, in writing, request reconsideration of the Front Line Manager's (FLM) decision from the second-level manager.

2. The second-level manager shall respond to the employee's request for reconsideration in writing normally within seven (7) but not later than ten (10) calendar days of receipt of the request.

3. Such a response shall be in writing and include the reasons for the decision.

4. If the reconsideration is approved, a Telework Agreement must be signed and implemented prior to teleworking. The employee's telework eligible status will be effective at the beginning of the next pay period following the date of the second-level decision.

5. If the reconsideration is denied, the employee may either utilize problem-solving and/or the grievance process in accordance with Articles 76 and 9 of this Agreement.

6. When an employee's telework arrangement is terminated because of a first incident of disciplinary action for absence and leave misconduct, the employee may reapply to telework one (1) year from the date of disciplinary action.

Section 14. Teleworkers will be treated fairly and equitably in the application of Agency policy and as compared to non-teleworkers will be treated equitably with respect to:

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

b. training, rewarding, reassigning, promoting, reducing in grade, retaining, and

removing employees; and

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

An employee who is teleworking will be treated the same as other non-teleworking employees regarding excused absences, except for those related to delayed openings, early releases, or office closures because of inclement weather. In these situations, employees already in a telework status will not receive excused absences.

Section 15. **Emergencies, Unusual Situations, and Telework.**

a. An employee who is designated as an Emergency Employee in the FAA's Continuity of Operations Plan (COOP) is required to telework in accordance with the Agency policy and the COOP.

b. In the event of an Agency-directed emergency response (e.g., a national health emergency), all employees, even those without Telework Agreements, may be directed to telework. In that circumstance, the Agency will issue specific instructions on what steps the employee will need to take to begin telework (e.g., equipment usage, software, etc.).

c. An employee with an approved Telework Agreement who is telework ready is required to telework for an event, incident, or circumstance that interrupts or compromises operations at, or travel to or from, the agency or appropriate alternative worksite. This may include a range of situations including, but not limited to civil disruptions, inclement weather, and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the agency or appropriate alternative worksite is not suitable. Certain situations may result in an official announcement of an operating status. This does not impact an employee's ability to take leave or be granted excused absence in accordance with this Agreement.

Section 16. **Split Workdays.**

a. With management's approval, an employee may split their workday between teleworking and working in their Assigned Worksite. Under these circumstances, the employee's travel between their designated telework location and their Assigned Worksite will be during non-work hours.

b. Agency-required travel between an Alternative Worksite and a mobile work location or between Alternative Worksites will be on duty time, in accordance with the FAATP and this Agreement. Any travel reimbursement will be in accordance with policy, law, and this Agreement.

Section 17.

a. Managers may notify an employee on their scheduled telework day that they require the employee to return to the Assigned Worksite on the same day, based on essential operational requirements. In rare circumstances, as determined by the manager and/or organization, an employee can be required to travel to their Assigned Worksite during the employee's established official duty time on a telework day. In that case, the time required to travel from the telework location to their Assigned Worksite counts as duty time.

b. Teleworking employees will not receive reimbursement for travel expenses for commuting to the Assigned Workplace. Teleworking employees are not required to live within a certain proximity to the Assigned Workplace; however, the employee must be able to report to the Assigned Workplace in a timely manner as required and directed by management.

Section 18. Nothing in this Article should be construed to prevent the Agency from approving an employee's request for temporary changes to the specific telework days or telework locations.

Section 19. Changes to the form and/or information an employee is required to submit when requesting a Telework Agreement, or the method by which the request is submitted, shall not be changed until the Agency has complied with the terms of Article 7, as appropriate. Within thirty (30) days of the effective date of this Agreement, the Parties will bargain in accordance with Article 7 over the current Telework Agreement form.

ARTICLE 34
NORMAL WORKING HOURS AND ALTERNATIVE WORK SCHEDULES (AWS)

Section 1. The traditional workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday and two (2) consecutive days off. The work hours are the same each day.

Section 2. Subject to the Agency's mission, staffing, and workload requirements, and upon request of an employee, they may participate in an Alternative Work Schedule (AWS) plan as provided in accordance with HRPM LWS-8.15, established and effective May 4, 2005, and this Agreement. An employee may be denied initial participation in an AWS, or an employee's AWS may be terminated, due to a significant decrease in performance and/or failure to follow time and attendance rules or abuse of official leave policies.

Section 3. Definitions:

a. **Alternative Work Schedules (AWS).** A general term that describes any work schedule other than the traditional work schedule, such as a compressed work schedule or flexible work schedule.

b. **Basic Work Requirement.** The total number of hours (except for overtime hours) an employee is required to work or otherwise account for in each pay period.

c. **Traditional Work Schedule.** A regular, fixed schedule of eight (8) hours a day, forty (40) hours per week, eighty (80) hours per biweekly pay period

d. **Compressed Work Schedules (CWS).** A fixed scheduled tour of duty in which the employee's biweekly basic work requirement is satisfied in less than ten (10) workdays.

e. **Flexible Work Schedule.** A scheduled tour of duty which enables an employee to either pre-select or vary arrival and departure times or vary the length of the workday and/or workweek. This includes designated core hours during which an employee must be present for work. This includes designated flexible time band hours during which an employee may vary the time of arrival at and departure from work.
Employees working a flexible work schedule may be eligible to earn credit hours.

f. **Maxiflex Schedule.** A type of flexible work schedule that contains core hours on fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

g. **Core Hours.** The time during the workday, workweek, or pay period within the tour of duty when an employee on certain flexible schedules must be present for work. Core hours are 9:30 am to 2:30 pm. Organizations may establish different core hours to meet operational and geographic differences.

h. **Credit Hours.** Available only to those on a flexible work schedule. Credit hours are non-overtime hours worked in excess of an employee's basic work requirement and which are worked at the election of the employee after approval by the Agency. Employees must submit advance requests to earn credit hours. Employees may carry over up to a maximum of twenty-four (24) credit hours into any pay period.

i. **Flexible Time Band.** The portion of the workday during which an employee on certain flexible work schedules may choose to vary arrival times to and departure times from the worksite. Flexible time bands are 6:00 a.m. to 9:30

a.m. and 2:30 p.m. to 6:00 p.m., Monday through Friday. Organizations may establish different flexible time band to meet operational and geographic differences.

Section 4. Compressed Work Schedules (CWS)

a. Employees may elect to work under a 5-4/9 or 4-10 plan of CWS. Under the 5-4/9 plan, employees are scheduled to work nine (9) hours per day for eight (8) days and eight (8) hours for one (1) day (excluding the lunch period), with one (1) regular business day off every pay period. Under the 4/10 plan, employees are scheduled to work ten (10) hours per day, four (4) days per week with one (1) regular business day off each week.

b. Within the Agency's mission, staffing, and workload requirements, the employee shall be allowed to select the day(s) off each pay period.

c. The Agency may occasionally require an employee to deviate from a fixed compressed work schedule because of a particular work assignment.

d. Employees on a CWS are entitled to basic pay for the number of hours of the CWS that fall on a holiday.

1. When a legal holiday falls on a scheduled workday, the employee will be excused with pay and without charge to leave for the number of hours scheduled to be worked that day.

2. When a legal holiday falls on a scheduled day off, a full-time employee is entitled to an in-lieu of holiday. An in-lieu of holiday is the same as a legal public holiday for pay and leave purposes. The number of hours of paid holiday leave granted on an in-lieu of holiday is the number of hours the employee would otherwise have worked that day.

3. A part-time employee is not entitled to an in-lieu holiday if the holiday falls on a non-workday.

e. Employees who choose to work a CWS may drop out at the end of any pay period.

f. Employees on compressed schedules cannot earn credit hours.

Section 5. Flexible Work Schedule

a. There are five options offered under Flexible Work Schedules: Flexitour, Gliding, Variable Day, Variable Week, and Maxiflex. The basic work requirement for each option is described in HRPM LWS-8.15 Section 19.

b. Credit hours are hours that employees voluntarily elect to work in excess of their basic work requirements and are subject to manager's approval. Managers may grant approval for credit hours verbally or in writing.

c. Credit hours must be earned prior to their use. Credit hours may be earned in increments of one-quarter hour. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave requests. When requested, the employee may substitute credit hours for approved annual leave unless it results in forfeiture of annual leave. Part-time employees may not carryover more than one-quarter of the employee's bi-weekly work requirement. Employees may earn credit hours, with management's approval, within the flexible time bands (between 6:00 am to 9:30 am and 2:30 pm to 6:00 pm, Monday through Friday). The flexible time band includes Saturday and/or Sunday.

d. The Agency may occasionally require an employee to deviate from a flexible work schedule because of a particular work assignment or mandatory meeting.

e. A full-time employee who is on a flexible work schedule and is relieved or prevented from working on a day designated as a holiday is entitled to pay with respect to that day for eight (8) hours. A part- time employee is entitled to an appropriate portion of his/her biweekly basic work requirement for that day.

f. Managers may require an employee under a Variable Day, Variable Week, or Maxiflex schedule to complete a projected work schedule in advance of the next pay period.

Section 6. All regularly scheduled work tours must be accomplished between the hours of 6:00 am and 6:00 pm unless otherwise authorized by a manager.

Section 7. The Agency may approve an employee's request to reschedule an off day when consistent with mission, staffing, and workload requirements. Except in the case of unforeseen contingencies, an employee will not be expected to forego a scheduled day off. If the employee must forego such day off, he or she will be compensated under the applicable overtime provisions of this Agreement.

Section 8. A change in the scheduled hours of work may be requested and may be approved by the Agency effective at the beginning of the next bi- weekly pay period. In accordance with HRPM LWS-8.15, employees on authorized travel for work or training must adhere to the work schedule and hours of the organization to which temporarily assigned or the training facility to be attended. On days of travel, employees must adhere to the traditional schedule unless otherwise authorized by a manager. A manager may require an employee to follow a traditional schedule for the entire pay period because the AWS basic requirements cannot be met. This may be necessary if the employee cannot meet the basic work requirement of the approved AWS (e.g., 5-4/9). Exceptions to this are in accordance with HRPM LWS-8.15 Section 16(c).

Section 9. Probationary and part-time employees may participate in an AWS unless the Agency determines that it will adversely impact their training or operational needs.

Section 10. If at any time, the Agency determines that any work schedule established under the provisions of this Article has had or would have an adverse Agency impact as defined below, it will follow the provisions of Article 7, Mid-Term Bargaining, to seek termination or modification of the schedule. The adverse Agency impact is defined as:

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

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

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

If the Office of Personnel Management establishes any other alternative work schedule and either the Union or the Agency wishes to include that alternative work schedule in this contract article, the Parties will follow the provisions of Article 7, Mid-Term Bargaining, to negotiate inclusion of the schedule.

ARTICLE 35
PART-TIME EMPLOYMENT

Section 1. Part-time career employment and job sharing opportunities can help employees balance personal needs with their professional responsibilities. It is the intent of the Agency to make part-time career employment opportunities available consistent with the Agency's resources and operational requirements. Denials of requests for part-time employment will be discussed with the employees, and upon employee request, he/she will be provided specific written reasons for denials.

Section 2. Except as provided in Section 3 below:

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

b. the tour of duty for a part-time employee on an AWS may be set on the basis of thirty-two (32) to sixty-four (64) hours per pay period in accordance with HRPM LWS-8.15, Alternative Work Schedules, established and effective May 4, 2005;

Section 3. An increase of a part-time employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period is not permitted for more than two (2) consecutive pay periods. This does not preclude changing the employee's

work schedule from part-time to full-time on either a temporary or permanent basis in the event of unexpected increases in workload.

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

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

Section 6. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, pay increases, leave accrual rate, and time restrictions on advancement.

Section 7. A part-time employee shall accrue leave for each year of service in accordance with HROI, Working a Part Time Schedule, dated May 4, 2005.

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

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

Section 10. Payment of overtime for part-time employees is authorized when the hours of work exceed forty (40) hours per workweek or eight (8) hours per day unless an AWS provides otherwise.

Section 11. Part-time employees shall be paid appropriate premium pay and differentials for hours worked.

Section 12. In administering any personnel ceiling applicable to the Agency, an employee employed on a part-time career employment basis shall be counted as a fraction which is determined by dividing forty (40) hours into the average number of hours of such employee's regularly scheduled work week.

Section 13. A full-time employee who temporarily converts from a full-time to a part-time schedule may be given consideration for similar full-time positions which become available when they decide to return to full time employment.

ARTICLE 36
SALARY SYSTEM

Section 1. Definitions.

a. **Base Pay.** An employee's salary, excluding locality pay and additional pay of any kind, such as premium pay.

b. **Basic Pay or Adjusted Base Pay.** The annual salary rate of the employee, including locality pay and/or special salary rate, but exclusive of any other additional pay of any kind.

c. **Locality Pay.** 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.

Section 2. The following shall be used for all conversions from the General Schedule or FG system to the pay plan:

Grade-to-Level Assignments (non-managerial)					
Category	Level 1	Level 2	Level 3	Level 4	Level 5
Student	FG 1/2	FG 3/4	FG 5/7/9	--	--
Clerical Support	FG 1-4	FG 5/6	FG 7/8	--	--
Admin. Support	FG 3-6	FG 7/8	FG 9/10	--	--
Technical Support	FG 5/6	FG 7/8	FG 9/10/11	--	--
Paraprofessional	FG 7/8/9	FG 10/11	FG 12/13	--	--
Professional	FG 5/7/9	FG 11	FG 12	FG 13	FG 14/15
Technical	FG 5/7/9	FG 11/12	FG 13	FG 14	FG 15
Engineering	FG 5/7/9	FG 11/12	FG 13	FG 14	FG 15
Specialized	Varies by Job Series				

Section 3. Rules of Conversion. The following rules of conversion regarding pay rates will be applied to all bargaining unit employees. No employee will suffer a

reduction in current pay as a result of conversion.

a. Upon conversion, all eligible employees shall receive a within-grade (WIG) buyout in accordance with the Agency's published methodology.

b. The highest pay band for Air Traffic Control Specialists is Pay Band K. Air Traffic Control Specialists at the FG-14 level will be converted to the J Band.

1. Air Traffic Control Specialists will be promoted from the J Band to the K Band when the Agency determines that:

i. The higher level work is available;

ii. The employee is qualified and capable of performing the higher level work; and

iii. The organization has the budget to support the higher level position.

2. Air Traffic Control Specialists promoted under this subsection will receive a zero (0%) to fifteen (15%) percent increase.

c. The highest pay band for Attorneys is Pay Band K. Attorneys at the FG-14 level will be converted to the J Band.

1. Attorneys will be promoted from the J Band to the K Band when the Agency determines that:

i. The higher level work is available;

ii. The employee is capable of performing the higher level work; and

iii. The organization has the budget to support the higher level position.

2. Attorneys promoted under this subsection will receive a zero (0%) to fifteen (15%) percent increase.

Section 4. New Hire Pay. A "new hire" is an employee hired into a bargaining unit position from outside the FAA. The Agency may pay a new hire at any rate within the applicable pay band that it determines appropriate.

Section 5. Reclassification Due To Change in Job Duties. An employee shall not normally be required to perform duties that do not have a reasonable relationship to their job description. When it becomes necessary to assign duties that are not reasonably related to the employee's job description and are of a recurring nature, the job description shall be amended to reflect such duties.

Section 6. Pay Upon Promotion or Classification Change to Higher Band. Except as provided in Section 5 above, upon promotion or reclassification to a higher pay band, an employee's rate of pay shall increase by zero (0%) to fifteen (15%) percent, but in no case less than the amount necessary to pay the employee the minimum rate in the new pay band.

Section 7. Employees in Career Ladder Positions. These are employees who as of the effective date of this Agreement occupy positions that were:

a. bid competitively through a vacancy announcement; bid competitively through a vacancy announcement;

b. filled at a lower grade than the target level for the position; and

c. advertised with promotion potential to the target level for the position stated on the vacancy announcement.

When promoting an employee who is in a career ladder position, the Agency shall increase the employee's pay by zero (0%) to fifteen (15%) percent. When determining the percentage of the increase, the Agency shall take into consideration what the employee's salary would have been absent conversion and set the new salary as close to that salary as possible within the limits of this Article. In no event will an employee be paid less than the minimum of the pay band.

Section 8. Pay Upon Demotion/ Pay Retention This section covers all bargaining unit employees (BUEs) represented by AFSCME who are covered by this Agreement pay retention shall be administered in accordance with HRPM 2.11 C effective October 1, 2020.

Section 9. Annual Adjustments to Pay Bands Pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS).

Section 10. Annual Pay Adjustments

a. Each employee will receive an annual increase to Base Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual increase to Base Pay will cause the employee’s Base Pay to exceed the band maximum or the employee’s Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period of January.

b. In lieu of the OSI/SCI, each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Base Pay, not to exceed the pay

band maximum, effective the first full pay period in June. If the adjustment will cause the employee's Base Pay to exceed the band maximum or the employee's Base Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June. The annual length of service adjustment to Base Pay shall not be granted in any year in which a prohibition on step increases under the General Schedule (GS) is enacted by Statute.

Section 11. Special Rates. In the event the U.S. Office of Personnel Management establishes special rates for classification(s) in the bargaining units, the Parties shall negotiate in accordance with Article 7, Mid-Term Bargaining.

Section 12. BUEs will receive a lump sum payment in the amount of 1.5 % of Adjusted Basic pay, to be paid out to employees within two pay periods following the effective date of the CBA.

ARTICLE 37
BACK PAY

Section 1. In accordance with 5 USC 7122(b), the Parties acknowledge that the Arbitrator has the authority to render a remedy in accordance with the provisions of 5 USC 5596.

ARTICLE 38
OVERTIME PAY

Section 1. The Agency may require unit employees to work overtime. An employee shall be compensated for any overtime worked. If an employee is assigned to work overtime the employee may be relieved of an overtime assignment when, in the judgment of the Agency, the health or efficiency of the employee may be impaired; or personal circumstances create a hardship for the employee to perform the overtime duty.

Section 2. Holdover Overtime.

a. In the event of holdover overtime, the Agency shall notify the employee as soon as possible before the end of the employee's regular departure time.

b. When an overtime assignment immediately precedes or follows an employee's regularly assigned workday, the employee will be provided the opportunity to work a minimum of one (1) hour.

c. Upon request of the employee, they shall be relieved of an overtime

assignment when, in the judgment of the Agency:

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

2. personal circumstances make it impossible for the employee to perform the overtime duty.

Section 3. Overtime pay computations for Fair Labor Standards Act (FLSA) non-exempt bargaining unit employees must be made in accordance with the FLSA and OPM implementing regulations.

Section 4. Non-exempt employees shall receive base pay plus one-half of their regular rate for all overtime work. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 5. Except as otherwise provided for below, compensatory time off may not be substituted for overtime pay for regularly scheduled overtime work for non-exempt employees. At the request of a non-exempt employee, the Agency may grant compensatory time off instead of payment for an equal amount of irregular or occasional overtime work. If an employee has any entitlement to overtime pay, the Agency cannot require the non-exempt employee to take compensatory time instead of overtime pay.

Section 6. Payment of overtime pay to FLSA exempt employees on an AWS will be in accordance with HRPM LWS-8.15, established and effective May 4, 2005. When the Agency has elected to pay overtime, exempt employees may choose to receive compensatory time in lieu of overtime pay.

Section 7. If an employee is called in or scheduled for overtime on their regular day off and reports to work, they shall be guaranteed two (2) hours of work.

Section 8. A brief conversation does not constitute “reporting to work.”

ARTICLE 39
PAY ADMINISTRATION AND PAY PROCEDURES

Section 1. Promotions to positions within each unit, including those resulting from position classification changes, shall be effected on the beginning of the first full pay period after the employee becomes fully eligible. The effective date of this action is the date the action is taken by the HRMO vested with the authority.

Section 2. When an employee becomes entitled to two (2) pay changes at the same time, the changes shall be effected in the order which gives the employee the maximum benefit.

Section 3. There shall be biweekly pay periods. The Agency shall designate a payday, which should be on the earliest day practicable following the close of the pay period. The payday shall not be later than the second Tuesday after the close of the pay period.

Section 4. Earnings and leave statements shall be available online for employees no later than the second Tuesday after the close of the pay period.

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

ARTICLE 40
SEVERANCE PAY

Section 1. An employee who has been employed for a continuous period of at least twelve (12) months and who is involuntarily separated from employment for reasons other than misconduct, delinquency, or inefficiency, and who is not eligible for an immediate annuity shall receive severance pay in accordance with FAA Order 3550.10 dated July 9, 1970, and FAA Order 3350.2C Appendix 2, Q&A 20 dated October 17, 1994.

Section 2. Severance pay consists of:

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

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

c. Severance pay under this Section may not exceed one (1) year's pay at the rate receiving immediately before separation.

Section 3. After separation, severance pay is paid in approximately the same amount and at the same intervals as regular pay, until the amount due to an individual is exhausted.

ARTICLE 41
RETIREMENT AND BENEFITS INFORMATION

Section 1. The Agency recognizes the importance of informing employees about all benefits for which they may be eligible, to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Agency agrees to inform employees regarding benefits such as Retirement, Federal Employees Health Benefits Program, Thrift Savings Plan, Flexible Spending Accounts and the Federal Employees Group Life Insurance program through such means as presenting video tape briefings, electronic media briefings, supplying links to internet websites for brochures, pamphlets, other appropriate information and assisting employees in how to file benefit claims. This information/assistance shall be made available on an annual and as needed basis to all bargaining unit employees.

Section 2. After an employee's death, and with the beneficiary's consent, the Agency shall promptly arrange for an Agency representative to contact the deceased employee's primary beneficiary to fully explain all benefits to which the deceased employee's beneficiary may be entitled. This may be accomplished via a personal briefing or by other means, such as telephone, personal intermediary, or written correspondence. The representative shall assist the employee's beneficiary or representative in completing the appropriate forms and filing the claim for unpaid compensation benefits.

Section 3. The Agency shall provide a retirement planning program to be made available annually. There shall be sufficient opportunity for all bargaining unit employees within three (3) years of retirement to attend. All employees within three (3) years of retirement eligibility may voluntarily participate; however, those employees within one (1) year of retirement shall be given the first opportunity to participate. The program may include, but not be limited to, briefings, individual counseling, as resources permit, assistance, information and materials distribution. These employees shall be permitted to participate in one (1) program in a duty status. Employees normally shall attend briefings within their commuting area. Nothing in this Section shall prohibit employees from participating in additional programs, subject to space availability, accommodation of first time participants, and supervisory approval.

Section 4. The Agency shall provide a retirement planning program to be made available annually for employees participating in both the Federal Employees Retirement System (FERS) and the Civil Service Retirement System (CSRS). The program may include, but not be limited to, videotape briefings, electronic media briefings, individual counseling, assistance, information and materials distribution.

Section 5. The Agency shall ensure that the most recent version of retirement and benefits information, including the links to Internet websites for the following brochures and forms are available to new employees for review, and are available for review upon request to all employees within sixty (60) days; and, where retirement is anticipated as a

result of a grave emergency, the same links to Internet websites for brochures, forms, plans, and detailed benefit information (items 5a thru 5d) shall be made available upon request to all employees within one (1) week and item 5e within as close as possible to fifteen (15) business days:

a. Enrollment Information Guide and Plan Comparison Chart;

b. Brochures on all government-wide plans;

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

d. Brochures of all comprehensive plans serving the area in which the employee is located; and

e. Estimates of individual retirement benefits.

Section 6. If there is any change in retirement or benefits, or related laws or regulations, the Agency at the national level shall provide information to the Union President. Any changes which may require negotiations shall be handled in accordance with Article 7, Mid-Term Bargaining.

Section 7. In the event it is determined that an employee is permanently disabled and prevented from performing their duties, the Agency shall inform the employee of the rights, benefits and options, including other types of positions for which the employee may be qualified and the procedures for requesting consideration for such positions.

ARTICLE 42
MERIT PROMOTION, APPLICATIONS, AND INTERNAL PLACEMENT

Section 1. All vacancy announcements to be filled in the bargaining unit through merit promotion procedures shall be advertised for a minimum of fifteen (15) days before closing. The Agency shall post all vacancy announcements on the opening date on USAJobs.

Section 2. Employees may initiate a request for reassignment in accordance with HRPM EMP 1.14, established February 1, 1999, and effective November 29, 2021. Candidates must be eligible for non-competitive permanent assignment and must submit written requests for reassignment directly to the line of business in which they seek reassignment. The type of position applied for and specific location must be stated. These applications will be acknowledged by the appropriate line of business office within fourteen (14) business days.

Section 3. Applications under Section 1 will remain active for a period of fifteen (15) months from the date of receipt. After fifteen (15) months, the application will be

discarded unless the employee has updated it.

Section 4. An employee who has been selected for an "upward mobility" position (requiring no further competition for promotion up to the specified target level) shall be promoted to the next higher level when:

a. the supervisor certifies that the work exists at the higher level;

b. the employee is qualified to perform that higher level work; and

c. the employee, if in an upward mobility position, has met all of the requirements of his/her formal training agreement.

Section 5. Vacancy announcements shall accurately describe the major duties and responsibilities of the position(s) to be filled. Vacancies shall be classified in the proper series based on the duties to be performed and shall be placed in the same series as other properly classified positions in the bargaining unit performing the same duties. All bargaining unit vacancy announcements must clearly state that the positions to be filled are in the bargaining unit.

Section 6. All qualification requirements shall be posted on the vacancy announcements at the time the announcement is made. Specialized (selective) qualification requirements shall include only knowledge or skills that are determined to be essential to perform the duties and responsibilities of the position, and cannot normally be learned through a short orientation or on the job training period and may not be designed to give any applicant an undue competitive advantage. Specific education or licensing requirements must be in accordance with OPM's Qualification Standards for General Schedule Position.

Section 7. If the position(s) covered on the vacancy announcement may be filled at more than one (1) level or in more than one (1) job series, the announcement must specify all pay levels and job series in which the position(s) may be filled. If a vacancy announcement may be used to fill other positions, it must state the number of positions to be filled. If permanent change of station (PCS) is going to be offered, PCS information will be provided on the announcement.

Section 8. All bids must be received by the office designated on the vacancy announcement no later than the closing date on the announcement.

Section 9. All bids shall be receipted for by USAJobs.

Section 10. If as a result of a grievance being filed under this Article, either the Agency agrees or an arbitrator decides that an employee was improperly excluded from the referral list, they will receive priority consideration for the next appropriate vacancy for which they are qualified in accordance with the HRPM EMP-1.9, Selection Priority, established October 16, 1998, and effective August 23, 2012. Priority

consideration requires the submission of the employee's name on a certificate to the selecting official before the selecting official reviews any other applications for the position. This is a one- time consideration. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, in same commuting area and which has comparable opportunities as the position for which the employee was improperly excluded.

Section 11. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 12. Employees shall be notified of the final disposition of their application as soon as practical. Regarding any Merit Promotion action covered by this Article, the following information shall be made available to the non-selected employee upon request:

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

b. Whether the employee was one (1) of those in the group from which selection was made; i.e., one (1) of the candidates referred to the selecting official;

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

d. Who was selected for the position; and

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

Section 13. If the selecting official decides to interview any employee on the selection list for a vacancy, then all who remain under consideration for the position at that point in the process must be interviewed. If the selection list is shortened to a best qualified list through a comparative process, then the best qualified list shall be considered to be the selection list. If it is determined that interviews are required and virtual interviews are not utilized, travel expenses incidental to these interviews will be paid in accordance with the Agency's travel regulations and this Agreement.

Section 14. For the purposes of this Agreement, bargaining unit employees have the choice of using the Optional Application for Federal Employment OF- 612 or a personal resume in conjunction with required information as indicated on the vacancy announcement.

Section 15. Mutual reassignments within the bargaining unit are subject to the approval of the Agency. Employees may request mutual reassignments with employees of equal grade and series. Employees may also request mutual reassignments with employees who have previously held an equal grade on a permanent basis, unless the downgrade was for cause or performance.

ARTICLE 43
TEMPORARY INTERNAL ASSIGNMENTS

Section 1. All temporary promotions, details, or internal assignments of fifteen (15) days or more to act in higher level or supervisory positions will be documented. Each documented period of a temporary promotion, detail, or internal assignment to act in a higher level or supervisory position shall be cumulative towards any qualifying experience required for career advancement.

Section 2. Employees who are not considered qualified to be an acting supervisor/manager shall, upon request, be advised of the reasons. When applicable, specific areas the employee needs to improve to be considered for the acting supervisor/manager position shall be identified. The Agency shall put this information in writing upon request of the employee.

Section 3. Employees shall be recognized for the work they perform. Temporary promotions, details or internal assignments of less than fifteen (15) days may be documented at the request of the employee by submitting a memorandum to the first level manager which will be signed by the manager and the employee and a copy filed in the employee's EPF. The employee shall keep a copy for their use. The Parties agree to use the memorandum template found in Appendix B for this purpose.

Section 4. An employee selected non-competitively for a temporary promotion shall not have the assignment extended beyond one hundred eighty (180) days.

Section 5. When it is known in advance that a higher level supervisory or staff position will be temporarily vacant for a period of fifteen (15) days or more, and a bargaining unit employee is assigned to fill the position for the period of the vacancy, the employee shall be given a temporary promotion. The promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected.

Section 6. The Agency is not precluded from assigning various higher-level duties of a position to an employee without effecting a temporary promotion. In circumstances where an employee is assigned various higher-level duties of a position without a temporary promotion, the employee will be provided with a description of the duties to be performed. Where an employee is consistently assigned higher-level grade controlling duties compromising more than 25% of the employee's time for more than one pay period, which neither require additional supervision nor are solely for training,

and the employee meets the minimum qualifications for the position, the employee will be provided a temporary promotion. All temporary promotions must be for less than six months unless advertised or subject to competition.

Section 7. Union representatives shall not be required to fill any non-bargaining unit position on a temporary basis as long as other qualified employees are available.

Section 8. Details shall be assigned in a fair and equitable manner among qualified volunteers.

Section 9. Should the requirements of the Agency necessitate a detail to a lower-level graded position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

ARTICLE 44
TEMPORARY ASSIGNMENTS AWAY FROM EMPLOYEE'S PRINCIPAL DUTY LOCATION

Section 1. Prior to a temporary work assignment of twenty-eight (28) or more consecutive days, that is not a part of the recurring duties of an employee, and is away from the principal duty location, the supervisor shall solicit volunteers from within their work unit. The most senior volunteer, who meets the qualifications, as determined by the Agency, shall be selected. Qualifications will be determined based upon the requirements of the temporary assignment. In the absence of volunteers, the Agency shall assign the least senior fully qualified employee. Seniority is defined in accordance with Article 19, Seniority. Temporary assignments under this Section will be made available to qualified employees on a rotational basis.

Section 2. Whenever possible, the Agency will provide at least fifteen (15) days advance notification for duty assignments of five (5) or more days in duration away from the facility.

ARTICLE 45
TEMPORARILY DISABLED EMPLOYEES AND ASSIGNMENTS

Section 1. At their request, an employee who is temporarily medically or physically unable to perform their normal duties may be assigned other duties to the extent such duties are available. If such duties are not available, the Agency may offer assignment of work at other FAA bargaining unit locations within the commuting area to the extent such duties are available. For bargaining unit employees not located in the D.C. metropolitan area, the Agency may offer alternative assignments within the bargaining unit at the location where the employee is assigned.

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

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

Section 4. Employees may apply for a temporary reasonable accommodation in accordance with Article 46, Accommodation of Employees With Disabilities.

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

Section 6. When work is not available under Sections 1, 4, or 5 of this Article, sick leave shall be taken. If the employee's sick leave balance is insufficient to cover the absence, they have the option to substitute accrued annual leave, credit hours, or compensatory time.

ARTICLE 46
ACCOMMODATION OF EMPLOYEES WITH DISABILITIES

Section 1. Nothing in this Agreement is intended to limit the applicability of the Rehabilitation Act of 1973, as amended to include provisions of the Americans with Disabilities Act, including the employee's right to reasonable accommodation.

Section 2. No person shall discriminate against any individual because such individual has requested or enacted their right to a reasonable accommodation.

ARTICLE 47
REDUCTION IN FORCE (RIF)

Section 1. The Agency and the Union recognize that unit employees may be seriously and adversely affected by a Reduction in Force (RIF). The Agency recognizes that attrition, reassignment, furlough, hiring freeze, and early retirement are among the alternatives to RIFS that may be made available and these actions will be considered and/or implemented prior to initiation of a RIF. This article describes the procedures along with HRPM reference material, the Agency will take in the event of a RIF. It is also intended to protect the interests of employees while allowing the Agency to exercise its rights and duties in carrying out the mission of the Agency.

Section 2. The Agency agrees to fairly and equitable apply this article and any laws or regulations relating to any matter in this article.

Section 3. The Executive Director of Labor Relations or designee shall be responsible

for properly notifying the Union in conjunction with any of the actions described in this article.

a. Notifications will be made to the Union President and their alternate;

b. The Agency agrees to give a general notice of a RIF to the Union at the earliest possible date but no later than ninety (90) calendar days prior to the effective date;

c. A general notice under this article will be given to the Union at least seven (7) calendar days prior to any notice being given to affected bargaining unit employees. Verbal notices will be confirmed in writing;

d. A properly constructed general notice to the Union under this section shall consist, at a minimum, of the following information:

1. The reason for the action;

2. The approximate number, types, and geographic location of positions affected;

3. The approximate date of the action; and,

4. What actions the Agency took under Section 1 to avoid or minimize the RIF.

e. The Union is entitled to a copy of every specific notice sent to bargaining unit employees at the same time the notice is sent to the individual bargaining unit employee.

Section 4. The Agency will consider a freeze of all relevant vacant positions within the AFSCME bargaining unit sixty (60) days prior to the effective date of a RIF. When the Agency decides to fill a vacant position in the AFSCME bargaining unit after the effective date of the RIF, whether previously frozen by virtue of the RIF or in the creation of new vacancies, employees who have been downgraded will be offered priority consideration for the vacancy, provided the employee is qualified or has been given a waiver of qualifications for the intended position.

Section 5. The content of the specific notice to a bargaining unit employee shall include the following information:

a. The specific action to be taken;

b. The effective date of the action;

c. The employee's competitive area, competitive level, SCD, and FAA service date, and the annual performance ratings of record for the previous three years;

d. The place where the employee may inspect the regulations and records pertinent to their case;

e. The reason(s) for retaining a lower standing employee in the same competitive level, if such an employee is retained;

f. Grade and pay retention information; and,

g. The employee's grievance or appeal rights, including those rights under the contract, and any rights available under applicable law (e.g. MSPB appeal rights, EEO rights).

Section 6. The Agency will provide complete information needed by employees to fully understand the action and why they are affected. At a minimum, the Agency shall:

a. Inform all employees as fully and as soon as possible of the plans or requirements for actions in accordance with the applicable rules and regulations;

b. Inform all employees of the extent of the affected competitive area, the regulations governing such action, and the kinds of assistance provided to affected employees;

c. Provide links and/or information to employees that advertise all FAA-wide vacancies and other federal government vacancies such as USAJobs, Federal Jobs, or the Federal Research Service;

d. Conduct a placement program within the Agency to minimize the adverse impact on employees who are affected by the RIF. The placement program will include counseling for employees by qualified personnel on opportunities and alternatives available to affected employees.

Section 7. The Union may review any bargaining unit employee's eOPF at the employee's written request if the employee believes that the information used to place them on the register is inaccurate, incomplete, or not in accordance with laws, rules, regulations and provisions of this article.

Section 8. The Agency will maintain all lists, records, and information pertaining to actions taken under this article for at least two years in accordance with applicable rules and regulations.

Section 9. The Agency will state in writing that to the best of its knowledge the retention register is accurate as of the date it was developed. The Parties understand that the retention register is subject to change. A copy of the most recent retention register will be made available to the Union at the earliest possible time following development.

Section 10. Employees who are identified for transfer of job, separation, or change to a lower grade as a result of the RIF under this article shall be entitled to reasonable time, not to exceed 32 hours per pay period, while otherwise in a duty status without charge to leave for:

a. Preparing, revising, and reproducing job resumes and/or job application forms;

b. Participating in employment interviews;

c. Using the telephone and/or internet to locate suitable employment; and,

d. Reviewing and applying to job announcements.

Such employees will also be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment: telephone, reproduction equipment, fax, interagency mail, e-mail, internet, and counseling.

Section 11. Annual performance appraisals for the purposes of retention standing will be frozen 60 days prior to the effective date of the action. The three latest annual appraisals of record prior to the freeze will be used.

Section 12. The Agency will offer the best available position closest to the employee's current level and within the same commuting area, if possible, considering the employee's qualifications and retention standing.

Section 13. Upon receipt of a specific RIF notice notifying the employee that they are offered a reassignment or change to a lower grade or will be released from their competitive level, the employee shall have a 14 day specific reply period in which to accept or reject the offer made. If a position with a higher representative rate or grade (but not higher than the rate or grade of the employee's current position) becomes available on or before the effective date of the RIF, the Agency will make the better offer to the employee. However, making the better offer will not extend the 60 day notice period.

Section 14. Dislocation of employees outside their commuting area shall be avoided when the Agency has alternatives. When the Agency is not able to place an employee within the local commuting area and the employee is reassigned to another geographic area, such action will be considered as an involuntary move in the best interest of the government, in accordance with Article 58, Moving Expenses. Employee relocation shall be at the government's expense and all entitlements authorized will be paid to the employee under Article 58, Moving expenses.

Section 15. When the Agency assigns an employee to a position requiring a move to another geographic area, the employee will be granted excused absence, as appropriate, to locate housing and make related arrangements at the new work location.

The employee shall be placed in travel status for such trips and shall receive travel and per diem reimbursement at the authorized rates in accordance with Article 64, Travel.

Section 16. Employees reassigned to a different commuting area who relocate will be allowed a period of time, as appropriate, to complete the move and report to work at the new location.

Section 17. The Agency shall provide any employee to be separated by RIF with the appropriate RIF information needed to file for unemployment and shall not oppose any claim for unemployment by the employee.

Section 18. Employees on detail will not be released during a RIF from the position to which they are detailed, but rather, from the affected employee's permanent position of record.

Section 19. Employees engaged in 100% union duties shall only be released from the affected employee's permanent position of record, and no employee engaged in union duties shall be discriminated against in any RIF by virtue of their union service.

Section 20. For a period of two years, affected employees demoted by an action covered by this article will receive priority consideration for vacancies as they occur according to the following criteria:

a. The Agency determines to fill the vacancy;

b. The employee has the requisite skills and abilities for the position without undue interruption; and,

c. Another qualified employee does not have a higher retention standing.

Section 21. Career employees who have received a specific RIF notice and have not declined a valid job offer at their current grade will be granted priority consideration for any vacancy in the AFSCME bargaining unit for two years.

ARTICLE 48
RETURN RIGHTS

Section 1. Agency return rights programs will be administered in accordance with the FAA Policy as amended, HRPM EMP-1.16 established October 16, 1998, and effective January 13, 2022, and associated policy and documents.

ARTICLE 49
INTERCHANGE AGREEMENT

Section 1. The Agency shall maintain an interchange agreement which allows permanent FAA employees to be considered for and appointed to competitive service positions under the same conditions that apply to competitive employees, with OPM approval.

ARTICLE 50
FAA SURVEYS AND QUESTIONNAIRES

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

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

Section 3. The Union shall be provided with the organizational distribution of surveys.

Section 4. If feasible, the Union shall be provided a copy of survey results at the same time they are distributed to the corresponding level of the Agency.

Section 5. When possible, the Union shall be afforded the opportunity to review and comment in advance on any publication based on or derived from survey results.

Section 6. Participation in surveys shall be voluntary and anonymity shall be ensured by the Agency.

Section 7. The Agency shall notify and allow the Union representative to participate in all debriefing and action planning sessions as a result of the survey involving bargaining unit employees.

Section 8. This Article does not apply to surveys where the Agency seeks to gather information on mission related technical issues (e.g. computer hardware, computer software, communications equipment, and similar technology). As part of its overall management responsibility to conduct operations efficiently, the Agency may send such technical surveys or questionnaires to employees directly, provided it does not do so in a way amounting to an attempt to negotiate directly with employees concerning matters properly subject to bargaining with AFSCME. The fact that technology is used to gather information for a survey does not automatically render it a technical survey, exempting it from this Article.

ARTICLE 51
COLLABORATION

Section 1. The Parties recognize the desirability of achieving a collaborative relationship, which will:

a. facilitate the resolution of issues between the Parties,

b. contribute to the growth and efficiency of Agency operations, and

c. contribute to the improvement of quality of work life for Agency employees.

Section 2. Successful collaboration addresses short and long-term goals through cooperation, involvement, and empowerment. The Parties commit to these principles in administering the day-to-day labor-management relationship.

Section 3. The Parties agree that they will continue to jointly participate in the National Employee Involvement Team, Labor-Management Forum, or similar program aimed at improving collaboration and open dialogue between management and labor during the duration of this contract.

ARTICLE 52
INJURY COMPENSATION

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

Section 2. The Agency shall maintain an inventory of Federal Employees' Compensation Act (FECA) claim forms at all Washington area buildings and facilities. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees.

Section 3. If the employee incurs medical expense or loses time from work beyond the date of injury, including time lost obtaining examination and/or treatment from the employing agency medical facility, the Agency shall submit Form CA-1 to the OWCP District Office as soon as possible but no later than ten (10) working days from the date of the receipt of the CA-1 from the employee. In the case of occupational disease, the completed CA-2 shall be submitted to the OWCP District Office within ten (10) working days from the date of receipt from the employee. CA-1 and CA-2 forms shall not be held for receipt of supporting documentation.

Section 4. If, through no fault of the employee, the Agency has failed to

submit the CA-1 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

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

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

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

Section 5. The employee is entitled to select the physician or medical facility of their choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

Section 6. Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

Section 7. The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.220. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

ARTICLE 53
OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Agency shall abide by 29 CFR 1910, 29 CFR 1926, 29 CFR 1960, FAA Order 3900.19, P.L. 91-596, and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting, water quality, and protection from known hazards.

Section 2. The following procedures shall apply to a safety and health committee established in accordance with Executive Order 12196, including an Occupational Safety, Health, and Environmental Compliance Committee (OSHECCOM). The safety and health committee will establish frequency of meetings. The Union shall be entitled

to designate a minimum of one (1) representative. The Union representative shall be on official time, if otherwise in a duty status, and entitled to travel and per diem when participating in meetings and training required by the safety and health committee. Consistent with the provisions of the Privacy Act, the 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 facilities where bargaining unit employees work. The committee shall forward recommendations to the manager for action on matters concerning occupational safety, health, lighting, air quality, ergonomics, and other matters listed in Section 2. 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, they shall forward the committee recommendations to the appropriate authority for action as soon as practicable.

Section 3. Union-designated safety and health committee members shall receive training in accordance with 29 CFR 1960.58 and 1960.59(b). Safety and health training provided to bargaining unit members shall be in accordance with 29 CFR 1960.59(a).

Section 4. All employees working in Headquarters buildings shall be provided access to an appropriately stocked first-aid kit.

Section 5. Each facility shall periodically review fire evacuation procedures with all personnel. Fire evacuation plans shall be conspicuously displayed and reviewed with every employee. Assistance from local fire departments may be utilized in developing evacuation plans.

Section 6. Agency provided first aid, CPR, and AED training course(s) in accordance with 29 CFR 1910.151(b) for bargaining unit employees who volunteer for such training will be administered locally. This course may be given by any local agency, which is accredited by the Red Cross or other accredited authority. All training shall be conducted on duty time. Such training shall be offered no less than semi-annually.

Section 7. In the event of construction or remodeling within a facility, the Agency shall ensure that proper safeguards are maintained to prevent injury to bargaining unit employees.

Section 8. If the Agency initiates or permits the use or storage of chemicals, pesticides, or herbicides at any facility, Safety Data Sheets (SDS) for each chemical, pesticide or herbicide shall be provided to the Union prior to use/storage. Any pregnant/nursing employees or personnel with medical conditions, which could be aggravated by the use of the chemicals, pesticides, or herbicides, shall be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides, and herbicides shall be used in accordance with applicable law and the manufacturer's guidelines and precautions.

Section 9. The Agency shall ensure that claims for personal injury are processed in a timely manner in accordance with Article 52, Injury Compensation.

Section 10. Indoor air quality concerns identified by the local safety and health committee shall be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the Union as soon as they are available.

Section 11. The Agency agrees to promptly notify all bargaining unit employees when a potable water source is suspected of contamination, and promptly secure affected drinking water sources.

A Union representative, including any OSHECCOM member, shall be provided a hard or soft copy of any drinking water test report and any related documentation held by the Agency within seven (7) calendar days from the date of request.

Section 12. Personal protective equipment, such as gloves and protective clothing, shall be provided in accordance with Agency policy.

ARTICLE 54
WELLNESS CENTERS AND PHYSICAL FITNESS PROGRAMS

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

Section 2. The Agency will encourage the current board in charge of the fitness center to allow the AFSCME President to appoint an AFSCME dues paying member who is also a member of the fitness center to represent AFSCME on the fitness center Board.

Section 3. By mutual agreement, the Parties may form a Wellness Committee at the local level. The committee should be formed so as to fairly represent all facility employees. The Union, at its election, may designate a representative to serve as a member of the committee.

Section 4. Access to wellness programs under this Article are available through the FAA WorkLife Program or its replacement. The Agency will provide an informational briefing to employees provided in collaboration with a bargaining unit member of the EAP committee on available WorkLife Programs on an annual basis. The Agency will provide the Union with notice of changes to the FAA WorkLife Program in accordance with Article 57, as appropriate.

Section 5. Employees may flex their work hours, use accrued credit hours, compensatory time off or annual leave, in accordance with the CBA, in order to use fitness centers or engage in physical fitness activities during the duty day.

ARTICLE 55
VETERANS WITH DISABILITIES AFFIRMATIVE ACTION PROGRAM

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

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

ARTICLE 56
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

Section 2. The Parties agree that there shall be no discrimination against any employee on account of race, age, color, religion, creed, sex, sexual orientation, gender identity, country of national origin, disability, marital status, or parental status.

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

Section 4. Counselor and information on the EEO complaint system are located on the FAA intranet.

Section 5. At the employee's request, an employee may be accompanied by a Union representative during an EEO meeting.

ARTICLE 57
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employee Assistance Program is designed to promote the well being of employees and their family members through counseling and referral for assisting those employees whose personal problems may serve as barriers

to satisfactory job performance. The program provides assistance to employees and their family/household members in areas including, but not limited to: family problems (such as marital, parenting, in-law, elder care, and death); stress management; problems with alcohol and other drugs; health concerns such as serious medical conditions, or mental illness; and other areas that could adversely impact an employee's job performance.

Section 2. Participation in the Employee Assistance Program shall be voluntary and employee confidentiality shall be maintained, except where the Counselor has reason to believe that the employee presents a threat to themselves or others. Records relating to employees' participation in the EAP are subject to the Privacy Act.

Section 3. At least once annually, the EAP contractor shall provide information on the EAP program to each employee. This information may be provided in hard copy or electronically.

Section 4. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty.

Section 5. The Parties will create an AFSCME EAP committee at the national level. The committee shall meet annually in March with the National WorkLife Program Manager. The time and place will be determined by the Agency. They will discuss, exchange views, and provide recommendations on EAP matters as they concern bargaining unit employees. The Union may designate one (1) representative from each Local as members to the national EAP committee.

ARTICLE 58
MOVING EXPENSES

Section 1. Unless otherwise specified in this Agreement, reimbursement for moving expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP Chapters 6, 7, and 8, effective November 1, 2016.

Section 2. For the purpose of this Article, the official station is specified in box 39 of the employee’s SF-50.

Section 3. Employees transferring from one (1) official station to another for permanent duty are authorized reimbursement of moving expenses 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 4. Employees who do not meet the requirements in Section 3 are authorized reimbursement of moving expenses for a management directed move (e.g. facility closure, realignments, etc.), 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 of the residence is incident to the change of official station, in accordance with Chapter 6 of the FAATP.

Section 5. 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 and the other provisions of Chapter 6 of the FAATP are met.

Section 6. Employees will be reimbursed for temporary quarters subsistence expenses (TQSE) subsistence costs while occupying temporary quarters for a period of up to sixty (60) days. Approval must be given in advance and the employee must be on an official Travel Authorization. Such reimbursement applies to moves within the United States, its territories and possessions, and the Commonwealth of Puerto Rico.

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

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

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

Section 7. If a relocation services program and/or a home sale program is established by the Agency during the term of this Agreement, such programs shall be extended to bargaining unit employees when they become applicable to other Agency Employees.

Section 8. 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 FG-13, step 1 level. No receipts will be required to substantiate expenses incurred.

Section 9. Reimbursement for the cost of shipping a privately-owned vehicle (POV)

within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds one thousand five hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station in accordance with the FAATP. Vehicles that may be transported under this policy include passenger automobiles, station wagons and certain small trucks and small SUVs 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 while awaiting authorized shipment of POV may be reimbursed for up to two (2) weeks.

Section 10. The Agency shall pay the shipping cost of replacement vehicles to the post of duty outside the continental United States if the requirements of the FAATP are met.

Section 11. All aspects of the relocation must be completed within eighteen (18) months from the effective date of transfer. The eighteen (18) months time limitation may be extended for an additional period of time not to exceed six (6) months. Employees must submit a written request for an extension 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 completing all aspects of the relocation shall not exceed twenty-four (24) months from the effective date of the transfer under any circumstances.

Section 12. The Agency shall make available to an employee who is changing stations all pertinent directives in connection with moving expenses and shall assist the employee in obtaining answers to any questions the employee may have regarding their change of station. The Agency shall assist the employee in obtaining answers to any questions the employee may have and assist in completing all required forms.

Section 13. When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the Agency shall explain the alternatives to the employee and allow the employee to choose the permissible alternatives, which most meet their personal needs.

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

Section 14. Transferred employees within CONUS who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after the effective date of transfer. However, this Section does not apply in cases of involuntary moves as defined in Section 4 of this Article.

Section 15. Employees on temporary duty assignments for periods of at least twelve (12) months but not exceeding forty-eight (48) months may be authorized Temporary Change of Station (TCS) benefits in accordance with Chapter 6 of the FAATP, in lieu

of daily per diem.

Section 16. When authorized by the Agency, a full PCS or a fixed relocation payment in the amount of up to twenty-seven thousand dollars ($27,000) may be offered in accordance with the FAATP. In the case of an involuntary move, the employee may elect a full PCS or a fixed relocation payment in the amount of $27,000.00. If this amount is changed under the FAATP during the term of this Agreement, the Parties agree to substitute the new amount in this Section.

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

Section 18. An employee who is authorized reimbursement via the fixed relocation payment described in Section 16 shall receive their full payment no later than thirty (30) days prior to the date of transfer.

Section 19. Employees are encouraged to review available FAA training materials on moving expenses.

ARTICLE 59
CONTRACTING OUT

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

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

ARTICLE 60
HAZARDOUS DUTY PAY

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

ARTICLE 61
FLEXIBLE SPENDING ACCOUNTS

Section 1. The Agency has adopted a federal Flexible Spending Account (FSA) program that was initiated by the Office of Personnel Management (OPM). A Health Care FSA pays for the uncovered or unreimbursed portions of qualified medical costs and a Dependent Care FSA provides for the payment of eligible expenses for dependent care, as provided by Sections 125 and 129 of the IRS Code and IRS Publication 502.

Section 2. The Parties agree that all bargaining unit employees covered by this Agreement are eligible to participate in the flexible spending account program, as long as they meet OPM criteria.

Section 3. The Agency agrees to post the FSA website address in a place frequented by bargaining unit employees.

ARTICLE 62
CALENDAR DAYS

Section 1. Unless specified to the contrary, whenever the term "days" is used in this Agreement it shall mean calendar days. In the event a notice or action is due on a Saturday, Sunday or Federal holiday, the deadline shall automatically be extended to the next regular business day.

ARTICLE 63
GOVERNMENT TRAVEL CHARGE CARD

Section 1. The Agency may issue a Government travel charge card for official travel to employees who travel on official business a minimum of two (2) or more times a year.

Section 2. The Agency shall reimburse the employee for bona fide expenses within thirty (30) days of claim directly into a designated direct-deposit account of the employee.

Section 3. The following shall apply in order to ensure that employees are protected from adverse impact caused by their use of a Government travel charge card:

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 bureau(s) unless delinquent for more than one hundred and twenty (120) days.

d. No credit check will be performed on the employee as a prerequisite to maintaining a Government travel charge card. However, a credit check may be required for a first time applicant.

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

f. 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.

g. An employee whose charge card privileges have been terminated due to misuse or failure to pay shall be provided a ticket for transportation if one is required.

ARTICLE 64
TRAVEL

Section 1. To the maximum extent possible, the Agency shall schedule travel during the employee's regularly scheduled tour of duty. When the Agency authorizes travel outside of an employee's regularly scheduled tour of duty, and travel is not otherwise compensable, the employee will receive compensatory time in accordance with HRPM PRE 3.10, established and effective May 22, 2020.

Section 2. Unless otherwise specified in this Agreement, reimbursement for official travel expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP) Chapters 2, 3, and 4, effective November 1, 2016.

Section 3. Employees may receive advance of funds through Government Travel Card. Such advances will be obtained through an Automated Teller Machine (ATM). Employees who have not been issued a Government Travel Charge Card shall be entitled to an advance of funds equal to the maximum amount allowable under FAATP Chapters 2, 3, and 4.

Section 4. Vouchers are to be submitted in accordance with the FAATP.

Section 5. In accordance with applicable law, the Agency will reimburse the employee for any late payment fees accrued as a result of delayed reimbursement for a timely and correctly submitted travel voucher.

Section 6. The Agency shall take no disciplinary action against an employee for delinquency as a result of delay in reimbursement by Agency.

Section 7. Mileage reimbursement within CONUS for a privately-owned vehicle shall be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP Chapter 2 and shall not exceed the cost of the authorized/preferred method when a traveler chooses for personal reasons to use a privately-owned vehicle. When the authorized/preferred method is a government owned/leased vehicle, the mileage reimbursement shall be computed in accordance with the FAATP Chapter 2.

Section 8. A rest period not in excess of twenty-four (24) hours may be authorized if all of the following conditions are met:

a. Either your origin or destination point is outside CONUS;

b. Your scheduled flight time, including stopovers, exceeds fourteen (14) hours;

c. Travel is by a direct or usually traveled route; and

d. Travel is by less than premium-class service.

Section 9. Extended temporary duty assignments are those assignments exceeding thirty (30) calendar days, training assignments exceeding fifteen (15) class days, or stays exceeding four (4) nights in a government owned or leased facility with kitchen facilities. In any of these circumstances, justification must be provided on the travel authorization if other than the reduced sixty percent (60%) is authorized. The Agency, through the use of FedRoom and other such e-Travel programs shall provide assistance to employees in locating suitable lodging at reduced rates prior to extended temporary duty assignments.

Section 10. A periodic return trip home, as provided in the FAATP is justified for employees performing an extended stay travel assignment or a continuous travel assignment. Any employee performing such an assignment shall be authorized, at the election of the employee, a round trip home once every thirty (30) days.

Section 11. In accordance with the FAATP in the event an employee has a personal emergency or incapacitating illness or injury while performing official travel, the Agency may continue to pay for the employee's subsistence expenses at the point of interruption for a reasonable period of time.

ARTICLE 65
TRAINING

Section 1. The Parties agree that continuous learning is a life-long journey in which all employees should participate. It is so fundamental to FAA business that it is essential

to the success of the FAA's mission. Investments in more productive personnel are supported by all Parties who agree to work collaboratively to sustain a learning organization. Advances in technology and increased skills are necessary to make FAA employees more productive and to provide improved service to the American taxpayers.

Section 2. The Parties agree that the Agency determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair manner within each work unit. Employees are encouraged to discuss requested job specific training with their managers at the initiation of their performance management plan, at their mid-year feedback session, or at other times during the performance management cycle.

Section 3. The Agency, at the request of the employee and with employee input, agrees to assist the employee who desires a formal individual development plan. The plan, once established, shall be reviewed once a year by the bargaining unit employee and their supervisor to assess progress on achieving the learning goals and to make any adjustments in the plan to reflect changing requirements of the employee's job assignment and/or resource constraints. The scope of activities in these learning plans may include such things as Agency sponsored training, other federally sponsored training, off-the-job development obtained either through reimbursements in accordance with Section 6 of this Article or at no cost to the Agency, on-the-job assignments or details, college or university sponsored training, professional organizationally sponsored training, etc.

Section 4. When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Agency will provide the training necessary to enable employees to perform all required duties.

Section 5. The Agency shall make every reasonable effort to provide an employee a minimum of thirty (30) days advance notice for all required training.

Section 6. Employees are encouraged to participate on their own time in self-initiated educational and training programs directly related to improving their job performance within the profession. Employees may be reimbursed for such training in accordance with the Federal Aviation Administration Personnel Management System (FAA PMS) subject to the availability of funds. Requests for approval and reimbursement must be submitted sufficiently in advance so decisions can be made prior to enrollment. The program shall be made available on an equitable basis to all employees covered by this Agreement. The Agency shall take action, through issuance of an appropriate publication, to make all employees aware of the Agency sponsored initiatives for receiving outside training and the procedures for application.

Section 7. Employees may request to enroll in certain directed study courses designed to improve their work performance, to expand their capabilities, and to increase their value to the Agency. The agency may allow personnel to devote duty time to the study

of these courses.

Section 8. Employees receiving Agency authorized training under Sections 6 and 7 of this Article shall be permitted reasonable use of government equipment subject to availability.

Section 9. Travel and per diem for training outside the FAA resident schools shall be paid in accordance with applicable directives and this Agreement. While at school, local transportation shall be provided in accordance with applicable directives and this Agreement. Information as to accommodations and services shall be provided to employees when available.

Section 10. In the event the Agency issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union.

ARTICLE 66
GROUND RULES

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

ARTICLE 67
EFFECT OF AGREEMENT

Section 1. Any provision of this Agreement shall be determined a valid exception to, and shall supersede any practices which conflict with the Agreement. Future changes to Agency rules, regulations, directives, orders and policies shall only be made pursuant to the notification and bargaining provisions of mid-term bargaining providing such an obligation is triggered.

Section 2. All matters addressed by this Agreement, except as noted in Section 1, shall be governed by any such Agency rules, regulations, directives, orders, policies and/or practices.

Section 3. Any provision of the United States Code (USC) or Code of Federal Regulations (CFR) which is expressly incorporated by reference in this Agreement is binding on the Parties.

Section 4. With regard to this Agreement, the Agency retains its ability to make and apply changes to orders/policies on decisions that are protected by Statute, specifically the management rights areas found in 5 USC 7106(a) and b(1). Such changes may or may not trigger a bargaining obligation, if they do, negotiations will be handled in

accordance with Article 7, Mid-Term Bargaining.

ARTICLE 68
REOPENER

Section 1. In the event legislation is enacted, or applicable Government-wide regulation is adopted, which affects any provisions of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 2. Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

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

ARTICLE 69
DURATION

Section 1. This Agreement shall be effective on the date it is approved by the FAA Administrator or designee and ratified by the membership and shall remain in effect for a term of four (4) years from the effective date. Thereafter, it shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The Party requesting such an amendment or termination must serve written notice not more the one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days preceding the expiration date of this Agreement. Negotiations to amend the Agreement shall commence within thirty (30) calendar days after receipt of the written request. Negotiations are to be concluded by the expiration date of the contract, unless both Parties agree to extend negotiations. If after a good faith effort agreement cannot be reached, the Parties may choose to pursue whatever course of action is available to them under law, including the Federal Service Labor-Management Relations Statute. If the Parties are at impasse, either Party may pursue available statutory, regulatory, and/or administrative procedures for impasse resolution. In the event that the Parties are appropriately before the FMCS or the FSIP and are directed to continue bargaining over disputed matters unassisted, the Parties will do so, provided that either Party may again request assistance from the FMCS or the FSIP or pursue other appropriate impasse resolution mechanisms available under the law.

ARTICLE 70

PUBLIC SERVICE LOAN FORGIVENESS EMPLOYMENT CERTIFICATIONS

Section 1. The Federal Aviation Administration is a qualifying employer under the Department of Education's Public Service Loan Forgiveness (PSLF) program.

Section 2. Participating employees are encouraged to submit employment certifications to the Department of Education on a yearly basis, when their employment status changes, and in the month that they make their final qualifying loan payment.

Section 3. Employees may have their employment at FAA certified by using the Department of Education's automated tool and inputting the following email address: 9-AHR-AMC-PSLF-OKCSSC@faa.gov Employment certifications will be reviewed by Human Resources and once validated, returned directly to the Department of Education.

Section 4. Employment certifications may also be submitted manually to Human Resources by filling out the Department of Education's PSLF Employment Certification Form, either signing it electronically or using a manual signature, and sending the document in PDF form to the following email address: 9-AHR-AMC-PSLF-OKCSSC@faa.gov Employment certifications will be reviewed by Human Resources and once validated, signed electronically, and returned to the employee at their government e-mail address. The employee is then responsible for returning the form to the Department of Education for processing.

Section 5. Employment certifications will normally be reviewed and returned within 15 days of submission.

Section 6. The FAA has no other responsibilities under the PSLF program other than employment certification. Employees are directed to the Department of Education for eligibility and program details.

ARTICLE 71 VOLUNTARY LEAVE BANK

Section 1. The Parties agree to abide by the FAA's Voluntary Leave Bank (VLB), HRPM LWS-8.12d, established December 4, 2020, and effective December 4, 2020.

Section 2. The Union President will appoint the AFSCME LBB member and alternate and will notify the Agency in writing of these appointments. The AFSCME LBB member and alternate will serve until replaced by subsequent appointments and must be members of the AFSCME bargaining unit.

Section 3. The Agency will notify the Union annually in January, and anytime the HR or LOB/SO LBB member or alternate changes, of the names of all HR and LOB/SO

LBB members and alternates. The Union agrees that they will not disclose this information beyond the Union's leadership and stewards.

Section 4. The Agency will not alter the maximum leave amounts and/or how leave caps are applied without prior notification to the Union and the opportunity to bargain in accordance with Article 7, Midterm Bargaining.

Section 5. Employees make a request to become a leave recipient electronically via the CASTLE time and attendance system. If the employee is not capable of making an application on their own behalf, the employee may choose to have their immediate supervisor or a management designee, or a personal representative of the employee's choosing, submit the application. The management designee shall be located at the facility/office to which the employee is assigned. Written applications must be submitted to the immediate supervisor or the management designee for creation in CASTLE.

Section 6. Employees submit documentation via a direct upload to the CASTLE system. If the employee is unable to directly upload the documentation to the CASTLE system, the employee or their personal representative may submit the documentation via email, fax, or certified mail to the VLB Program Manager. The Agency shall post VLB contact information on the VLB webpage.

Section 7. A VLB leave recipient may use leave transferred to the leave recipient's account only for the purpose of a medical emergency or bonding for which the leave recipient was approved.

Section 8. Leave awarded to the VLB recipient may be substituted retroactively for a period of leave without pay (LWOP) or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipient's employing agency as the beginning of the period of medical emergency or bonding for which LWOP or advanced annual or sick leave was granted. However, the employee must have applied for and become a VLB member prior to the start date of the medical emergency or bonding period for which they were awarded leave.

Section 9. Awarded leave may be used consecutively or intermittently for any period of approved absence.

Section 10. Employees should make requests for leave as soon as practicable in advance of the intended use. Employees may need to adjust the proposed dates of use or may be unable to make a request prior to the qualifying personal or medical emergency or need for bonding due to unforeseen circumstances. Should such circumstances arise, an employee will submit a new or revised request as soon as possible.

Section 11. Employees shall provide the following medical documentation or information in support of their request:

a. If the employee is experiencing a medical emergency, a description of the nature, severity, and anticipated duration of the medical emergency; and if it is a recurring one, a description of the approximate frequency of the medical emergency.

b. If the employee is seeking bonding leave following a birth, adoption, or placement, documented proof of the birth, adoption, or placement may be required.

If the LBB requires additional information from the employee, the VLB Program Manager shall provide the employee with an explanation for the need for additional information in writing. If the LBB requires certification regarding a medical emergency from more than one physician or other appropriate expert, the FAA will bear the expense associated with obtaining the additional certification(s).

Section 12. If the medical emergency or bonding period giving rise to approved VLB leave ends prior to the date previously authorized, the VLB leave recipient will notify the Agency via the CASTLE system.

Section 13. The Agency shall apply the provisions of the VLB program in a fair and equitable manner. The Agency shall ensure that during each LBB meeting where applications are reviewed and approved, each employee will have a fair and equitable opportunity to receive donated VLB leave.

On a monthly basis, the Agency will provide the AFSCME LBB member with the following information:

a. The amount of leave available in the VLB;

b. The number of VLB applications during that month; and

c. The following information for each VLB application:

1. the applicant's bargaining unit status (AFSCME or non-AFSCME);

2. the amount of leave requested;

3. the amount of leave received.

Section 14. The frontline manager shall not maintain employees' medical documentation submitted for the VLB program in any form other than electronically, nor stored in any other system than CASTLE. If documentation is received in any manner other than uploaded in CASTLE, it will be immediately uploaded into CASTLE, and the physical copy destroyed, or the electronic version deleted.

ARTICLE 72
ENHANCED ANNUAL LEAVE

Section 1. The Parties agree that the Agency may grant enhanced annual leave as a hiring incentive in accordance with HRPM LWS-8.3, established May 4, 2005, and effective June 13, 2022, Section 9, to fill AFSCME Bargaining Unit positions. Granting enhanced annual leave is neither an entitlement nor a guarantee to any newly hired or reappointed employee.

a. After the effective date of the employee's entry on duty, managers cannot grant enhanced annual leave accrual retroactively;

b. Job announcements for AFSCME positions must include the statement that "the position may be eligible for enhanced leave" in order for this benefit to be offered.

ARTICLE 73
ASBESTOS

Section 1. The Agency shall administer the Asbestos Control Program in accordance with FAA Orders 1050.20 and 3900.19.

Section 2. At intervals not greater than nine (9) months, the Agency shall conduct an inspection of asbestos containing building materials (ACBM) and air monitoring for airborne asbestos fibers in accordance with OSHA/EPA protocol, in all manned 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 Union Representative or their designee shall be allowed to observe the test process and shall receive a written copy of the results. All testing shall be conducted by a certified contractor specializing in asbestos/air quality monitoring. The Union, at its own expense, may designate a Certified Industrial Hygienist (CIH) to observe all air monitoring activities conducted by the Agency's certified contractor.

Section 3. All employees who work in facilities with Asbestos Containing Material and/or Presumed Asbestos Containing Materials (ACM/PACM) shall receive Asbestos General Awareness Training in accordance with FAA Order 1050.20.

Section 4. The Agency will notify the designated Union representative and all potentially impacted employees when an unanticipated release of asbestos is known. Within six (6) working days of each occurrence, where it becomes known that an asbestos exposure meets or exceeds the Occupational Safety and Health (OSHA) Permissible Exposure Limit (PEL), Time Weighted Average (TWA) or Excursion Level (EL), the Agency will document the bargaining unit employee(s)

exposure and provide written notification to each of those bargaining unit employee(s) that the incident has been appropriately documented.

Section 5. Medical surveillance requirements for FAA employees following unanticipated, episodic releases of asbestos containing dust shall be in accordance with FAA Order 3900.19.

Section 6. Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, shall result in immediate control steps by the Agency to abate the hazard caused by the asbestos. The Agency shall retain an asbestos abatement contractor as soon as possible, if needed to abate the hazard.

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

Section 8. Bargaining unit employees who work in facilities known to contain asbestos will receive a pre-construction briefing before any major renovation or removal project in their workplace.

Section 9. When air sampling is required, the Agency will ensure the air samples are taken according to OSHA regulations and FAA orders, both inside and outside the containment. Sample results will be posted the day they are received. Results will be made available to the appropriate Union Representatives immediately upon receipt. 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 clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations and FAA Orders.

Section 11. A Certified Industrial Hygienist (CIH) will oversee abatement activities and associated air monitoring as required by FAA Orders. Any reports received by the Agency from the CIH will be shared with the Union. The Union, at its own expense, may designate a CIH to observe the work of the abatement contractor. The Union will provide the Agency advance notice of visits by its CIH.

Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory. These materials will be returned to the Agency with a written chain-of-custody record covering the period during which they were outside the possession of the Agency. Upon request, the Union's CIH will be given the opportunity to validate, through an accredited laboratory, any air samples collected

by the Agency. The Union's CIH will be allowed to perform side-by-side air monitoring on a random basis, on days and times to be determined by the Union, at the Union's expense. The Parties will exchange copies of all reports, records, memoranda, notes, and other documents prepared by the Agency, the Agency's contractor, the Union, the Union's CIH, and the Union's accredited laboratory.

Section 12. The Agency will ensure that all asbestos abatements and/or cleanup operations from accidental release are conducted according to FAA Orders and applicable regulations. The Agency 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. 29 CFR 1910.1101 shall apply under this Section.

Section 13. Should the Agency appoint a national investigative team or similar group as a result of incidental asbestos release at any manned facility, the Union's National OSHECCOM Representative or designee shall be offered participation on the team. Official time, travel and per diem for the National OSHECCOM Representative shall be authorized and paid for by the Agency.

Section 14. When the Agency convenes a meeting under paragraph 2 of the Agency's Policy Memorandum AEE097-01 address potential exposure of bystander employees not supported by valid employee air monitoring, the Union's National OSHECCOM Representative or designee will be invited to attend the meeting and shall assist in making recommendations regarding the likelihood of an employee's exposure to asbestos. The Union Representative will be provided a copy of all data used in the evaluation, unless prohibited by law. The decision regarding whether an exposure above the PEL occurred will be made by the Agency.

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.

Section 17. When the Agency becomes aware of the presence of naturally occurring asbestos where bargaining unit employees perform their duties, including traveling to and from duty sites, the Agency shall:

a. provide all relevant information in the Agency's possession to the Union President and the Union's National OSHECCOM Representative, unless prohibited by law; and

b. ensure employees who may encounter naturally occurring asbestos at FAA facilities or while traveling on official duty to FAA facilities, are provided with

personal protective equipment (PPE) or other control measures as necessary to prevent exposure in excess of OSHA Permissible Exposure Limits.

ARTICLE 74
AVIATION SAFETY VOLUNTARY SAFETY REPORTING PROGRAM

Section 1. The Parties created the Aviation Safety (AVS) Voluntary Safety Reporting Program (VSRP). The VSRP is administered in accordance with AVS Order VS 8000.375 and the Parties' VSRP Memorandum of Understanding (MOU) and staffed by AFSCME Representatives in accordance with the VSRP Personnel MOU found in Appendix C of this Agreement. The VSRP MOU provides in part:

a. Purpose. The FAA and AFSCME are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by AFSCME to promptly identify, voluntarily report, and correct potential or actual aviation safety issues or concerns. The AVS VSRP provides a process for a documented review of safety issues or concerns raised by AFSCME Bargaining Unit Employees (BUEs). The purpose of the AVS VSRP is to identify and correct aviation safety issues or concerns.

b. Benefits. The AVS VSRP will foster a voluntary, cooperative, confidential, non-punitive environment for the open reporting of aviation safety issues or concerns. Through such reporting, all parties will have access to valuable aviation safety information that may not otherwise be available. This information will be analyzed in order to develop corrective actions to help mitigate identified aviation safety issues or concerns as well as systemic issues.

ARTICLE 75
TECHNOLOGY

Section 1. Cellular/Smartphones.

a. Employees may make a request for a government furnished cellular/smartphone through their first level supervisor using procedures established by their individual line-of-business for issuance of government furnished equipment (GFE).

b. Employees will not be required to use personally owned devices to perform assigned duties and are only required to utilize Agency-issued GFE.

c. Employees issued a government furnished cellular/smartphone shall include that device's phone number in their email signature block and in their FAA profile, along with any other government phone number where the employee

may be reached during duty hours.

d. Government furnished equipment is provided to employees for official use only and may be used for the following activities:

1. Access to the FAA intranet;

2. Access to FAA email;

3. As a training medium;

4. Representational duties in accordance with this agreement; and

5. Any other work activities assigned by the Agency.

e. In the event the Agency decides to install GPS capabilities or utilize GPS capabilities in government furnished equipment, the Agency will provide the Union with notice and an opportunity to bargain in accordance with Article 7, Midterm Bargaining.

f. Limited personal use of government furnished cellular/smartphones and internet resources (e.g. brief communications or Internet searches) is allowed, provided such use does not:

1. Interfere directly or indirectly with the FAA's computer or networking services;

2. Burden FAA with additional costs;

3. Interfere with an FAA user's duties and other obligations to the Government;

4. Reflect negatively on the FAA or its employees;

5. Violate any Federal, state, local laws, departmental or FAA rules, regulations, or policies;

6. Result in the storage of any personal music, pictures, videos, software, or files on network devices or local systems;

7. Violate any copyright laws, license agreements, trademarks, etc.;

8. Result in the user running or administering a business; or

9. Introduce a virus, vulnerability, malware, or threat to the FAA's network, systems data, personnel, or facilities.

g. Bargaining unit employees assigned government-furnished cellular phones may be authorized to take them home or on travel in accordance with the provisions set forth in FAA Order 1370.121 for use in the conduct of official business. Employees are responsible for appropriately safeguarding their cell phone in accordance with FAA Order 1370.121.

h. The Agency maintains the right and responsibility to determine the internal security practices associated with the utilization of network-connected devices including computers, smartphones, and videoconferencing software.

i. It is strictly prohibited to use a government-furnished cellular/smartphone while driving any vehicle.

Section 2. Camera Use.

a. Employees will be provided reasonable advance notice of the requirement to appear on video during the course of a meeting using software applications and/or technology. Employee use will be subject to the following provisions:

1. The Parties acknowledge that in some instances, technological problems may prevent an employee from appearing on video during meetings using software applications and/or technology. Employees will not be held responsible for non- compliance in these instances.

2. Employees shall be permitted to use background blurring and/or appropriate background images when appearing on video during meetings using software applications and/or technology. The display of union insignias/logos shall be permitted. The Agency may require specific, organizationally related background images during certain meetings with external stakeholders. The Agency will provide this background and reasonable advance notice of this requirement.

3. Employees may turn off their video in certain reasonable circumstances, including but not limited to:

(a) sharing their screen with other meeting attendees,

(b) taking short breaks,

(c) when the Agency determines live video is unnecessary, or

(d) when an emergency exists

b. Employees may elevate video conferencing issues and concerns that arise as a result of an employee's compliance to their managers. The Parties may use

Article 76, Problem Solving, to resolve these issues or concerns.

c. The provisions of Section 2(a) only apply to employees in the performance of their official duties when required to appear on video. The provisions of Section 2(a) do not apply to employees acting in the capacity of a designated Union representative and do not supersede or otherwise affect any provision related to the use of telephone or in-person meetings contained in the CBA.

d. If a video conference is recorded, employees will be notified in advance of the meeting. Such recordings shall be maintained in accordance with Law, Regulation, and this Agreement.

e. Employees required to participate in virtual meetings shall be provided with a computer with the necessary virtual meeting application software and a camera, either built-in or separately issued, that has the necessary capability for the use of virtual backgrounds.

Section 3. Teams/Messaging Applications. The agency provides Teams, a communication tool that includes video conferencing, voice communication, and chat capabilities. This Article covers the Teams application or any successor application the Agency procures to replace it.

a. Employees are required to be logged into Teams when a virtual meeting is scheduled in Teams, and as directed. The Parties recognize that there are activities/times on Teams that can be distracting and unproductive. At these times an employee is encouraged to communicate with their manager about being logged into TEAMS when it detracts from accomplishing work assignments.

b. The Parties recognize that Teams is a helpful business tool, and that an employee's Teams status may not be used as the basis for discipline.

Section 4. New Software. When the Agency procures new software, the Agency will provide the Union with notice and an opportunity to bargain in accordance with Article 7, Midterm Bargaining, prior to making the use of that software mandatory or a requirement of an Employee's job function.

ARTICLE 76
PROBLEM SOLVING

Section 1. The Parties are fully committed to early and open exchange of information to resolve/address concerns or reservations. Therefore, the Parties are encouraged to voluntarily use the provisions of this Article to seek resolution through a proactive approach before resorting to other avenues of dispute resolution.

Section 2. An employee(s), Union, and/or the Agency is encouraged, but not required, to use the process in this Article to discuss and resolve concerns or reservations.

a. The initiating party will notify the other party at the lowest possible level.

b. If the parties agree to engage in problem solving, the parties will schedule the first engagement on the topic within ten (10) days of notification. Meetings will include the appropriate parties to include employee(s), Union Representative, and Management representative(s). The purpose of the meeting is to allow the employee(s), the Union and the Agency to freely present their views on the situation and/or receive/exchange information, in an attempt to resolve the concerns or reservations.

c. If a mutual agreement is reached as a result of this process, the Agency and the Union will outline the agreement in writing.

d. Either party is free to withdraw from problem solving at any time.

Section 3. If the parties are unable to come to resolution under this process, they are free to engage in any other process available to them under the contract, law, or regulation. The time to file a grievance will not toll while engaged in problem solving.

Section 4. The Parties shall continue to support training on problem-solving techniques and similar programs that they mutually agree to pursue. The Union and the Agency shall mutually agree on the scope, content, development, and arrangements for delivery of any joint problem-solving training under this Article.

Section 5. Official time, travel, and per diem shall be granted to Union representatives to attend jointly agreed upon training/briefings on joint problem solving techniques.

APPENDIX A
UNION CERTIFICATION

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGIONAL OFFICE

FEDERAL AVIATION ADMINISTRATION (Agency/Petitioner) and AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 26, AFL-CIO (Labor Organization) and NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO (Labor Organization) and PROFESSIONAL AVIATION SAFETY SPECIALISTS, AFL-CIO (Labor Organization)	Case No. WA-RP-24-0001

AMENDED CERTIFICATION OF REPRESENTATIVE

Pursuant to the provisions of Chapter 71 of Title 5 of the United States Code, and the Rules and Regulations of the Federal Labor Relations Authority, a petition was filed concerning the reorganization of the Federal Aviation Administration, Aircraft Certification Service (AIR), which affected professional and nonprofessional bargaining unit employees represented by the American Federation of State, County, and Municipal Employees, Council 26, AFL-CIO (AFSCME), the National Air Traffic Controllers Association, AFL-CIO (NATCA), and the Professional Aviation Safety Specialists, AFL-CIO (PASS).

On September 17, 2024, I issued a Decision and Order finding that the reorganization of AIR caused a substantial change in the character and scope of the units, such that only two bargaining units were appropriate. I also found that PASS was sufficiently predominant among the nonprofessional employees of AIR-800, and that it is appropriate to amend PASS's certification issued in Case No. BN-RP-03-0014 (6/19/03). I further found that NATCA was sufficiently predominant among the remaining unit of professional and nonprofessional employees, such that NATCA would be certified as the exclusive representative of the mixed unit and its existing certifications (BUS Code 0145, as clarified in Case No. SF-RP-10-0017

(9/20/10) and BUS Code 5902, as certified in Case No. WA-RP-11-0056 (7/2/13)) would be revoked. Finally, I found that it is appropriate to amend AFSCME's certification, as last amended in Case Nos. WA-RP-18-0020 and WA-RP-18-0042 (10/2/18), to exclude employees of AIR.

Therefore, pursuant to the authority vested in the undersigned,

IT IS HEREBY CERTIFIED that the American Federation of State, County, and Municipal Employees, Council 26, AFL-CIO, is the exclusive representative of the following unit:

Included: All professional and nonprofessional headquarters employees of the Federal Aviation Administration, U.S. Department of Transportation in the:

- Office of the Administrator (AOA);
- Office of the Assistant Administrator for Aviation Policy, Planning, and Environment (APL);
- Office of the Associate Administrator for Airports (ARP);
- Office of the Associate Administrator for Aviation Safety (AVS);
- Office of the Associate Administrator for Commercial Space Transportation (AST);
- Office of the Chief Counsel (AGC);
- Office of Civil Rights (ACR);
- Office of Communications (AOC);
- Office of Next Generation Air Transportation System/Next Gen (ANG); and
- The Air Traffic Organization (ATO).

Excluded: All management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7), and:

- In AOA, AOC, APL, ATO, and ANG: all students; and all temporary employees with an appointment of one year or less;
- All employees of the Aerospace Medicine Drug Abatement Division, Program Policy Branch (AAM 820);
- All employees of the Flight Standards Certification and Surveillance Division (AFS 900) in the Air Transportation Oversight System Certificate Management Office (ATOS CMO);
- All employees of the Engineering Procedures Office (AIR-110);
- In ATO Mission Support Services (AJV), all nonprofessional employees of Aeronautical Information Services (AJV-5);
- In ATO Program Management Organization (AJM), all professional and nonprofessional employees permanently assigned to Terminal Second-Level Engineering (AJM-24), and all nonprofessional employees permanently assigned to En Route and Oceanic Second-Level Engineering (AJM-25), at the William J. Hughes Technical Center, Atlantic City, New Jersey.

- In ATO Technical Operations Services (AJW): all nonprofessional employees in the Business Management Group (AJW-26) and all engineers in the National Engineering Support Group (AJW-29), Air Traffic Control Facilities Office (AJW-2); all nonprofessional employees permanently assigned to the William J. Hughes Technical Center, Atlantic City, New Jersey; and all professional and nonprofessional employees of the Aviation Systems Standards Office (AJW-3);
- In ATO Technical Training (AJL), all nonprofessional employees of Air Traffic Controller Training & Development (AJL-11);
- All nonprofessional air traffic assistants and flight data communications specialists, FV-2154;
- All employees nationwide of the Office of the Assistant Administrator for Finance and Management (AFN);
- All employees of the Flight Standards Service (AFX); and
- All employees of the Aircraft Certification Service (AIR).

_____
Jessica S. Bartlett, Regional Director
Washington Regional Office

Dated: December 12, 2024

CERTIFICATE OF SERVICE

I certify that I served the parties listed below a copy of the Amended Certification of Representative in Case No. WA-RP-24-0001 in the manner indicated below:

U.S. MAIL

Brian Meskell
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Federal Labor Relations Authority
1400 K Street, NW
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DATED THIS 12th day of December, 2024, at the Washington Regional Office of the Federal Labor Relations Authority, Office of the General Counsel.

/Elizabeth Wiseman/
_____

APPENDIX B
ARTICLE 43 – FIFTEEN (15) DAY ASSIGNMENT DOCUMENTATION MEMORANDUM

Federal Aviation Administration

Memorandum

Date:

To: [Employee Name, Title, Organization Code]

From: [Manager Name, Title, Organization Code]

Subject: Temporary promotion, detail, internal promotion of less than fifteen days

_____has served in the position of, _____
Employee

from _____ to _____.
Date Date

_____
Manager Signature

APPENDIX C
VSRP MOU AND VSRP PERSONNEL MOU

AVIATION SAFETY
VOLUNTARY SAFETY REPORTING PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AND THE
FEDERAL AVIATION ADMINISTRATION

1. GENERAL. This Agreement is made by and between the American Federation of State, County, and Municipal Employees, ("AFSCME" or "the union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as the Parties. This Memorandum of Understanding (MOU) applies to Aviation Safety (AVS) employees represented by AFSCME and represents the complete understanding of the Parties concerning the Aviation Safety Voluntary Safety Reporting Program (AVS VSRP). The administration of the AVS VSRP shall be in accordance with AVS Order VS 8000.375 AVS Voluntary Safety Reporting Program unless otherwise noted in this agreement.

2. PURPOSE. The FAA and AFSCME are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by AFSCME to promptly identify, voluntarily report, and correct potential or actual aviation safety issues or concerns. The AVS VSRP provides a process for a documented review of safety issues or concerns raised by AFSCME Bargaining Unit Employees (BUEs). The purpose of the AVS VSRP is to identify and correct aviation safety issues or concerns.

3. BENEFITS. The AVS VSRP will foster a voluntary, cooperative, confidential, non-punitive environment for the open reporting of aviation safety issues or concerns. Through such reporting, all parties will have access to valuable aviation safety information that may not otherwise be available. This information will be analyzed in order to develop corrective actions to help mitigate identified aviation safety issues or concerns as well as systemic issues. The FAA has determined it will not use disciplinary action, to include the revocation of FAA-issued credentials, to address a reported aviation-safety-related issue or concern accepted into the AVS VSRP.

4. APPLICABILITY. The AVS VSRP applies to employees of AVS represented by AFSCME.

5. PARTICIPATION. Participation in the AVS VSRP may be terminated at any time, and for any reason by the FAA or AFSCME. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated). All reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program may result in termination of this agreement.

6. REPORTING PROCEDURES. When a covered employee experiences or observes an aviation safety issue or concern, he or she should note the concern or issue and describe it in enough detail so that it can be evaluated by the Event Review Team (ERT).

a. AVS VSRP Report Form. At an appropriate time during the duty day, the employee should complete the AVS VSRP Form online for each aviation safety issue or concern and submit it electronically. The employee should complete a separate form for each safety issue or concern as soon as practicable.

b. Time Limit. Reports submitted under this VSRP will be accepted regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a and b of this MOU.

c. Non-reporting Employees Covered Under this AVS VSRP MOU. If an AVS VSRP report identifies another covered employee in a safety issue or concern involving a possible noncompliance and that employee has not submitted a separate report, the ERT will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance. If the ERT determines that the employee did not know or could not have known about the apparent possible noncompliance, and the original report otherwise qualifies for inclusion under AVS VSRP, the ERT will offer the non-reporting employee the opportunity to submit his/her own AVS VSRP report. The ERT will consider acceptance by the same criteria as the original report and extend the same protections.

7. EVENT REVIEW TEAM. The ERT is made up of four (4) primary and four (4) alternate management representatives, and a primary representative and an alternate representative of each participating Labor Union.

a. The ERT will review, analyze, and investigate de-identified reports submitted by the employees under the program, identify actual or potential safety issues or concerns from the information contained in the reports, and may propose solutions for issues or concerns. The ERT will provide feedback to the individual who submitted the report in a timely manner, unless anonymous. The ERT will meet as necessary to review, investigate, and analyze reports that will be listed on an agenda submitted by the VSRP Program Manager (PM). The ERT will determine the time and place of the meeting, which may be in person, via telephone or in any other manner the ERT mutually deems appropriate. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time critical information.

b. The ERT is solely responsible for any investigations resulting from a reported safety issue or concern accepted into the program. The ERT may request assistance from AVS at the national level to perform all or part of an investigation. In the event the

ERT requests such assistance, AFSCME may designate its ERT representative or another union representative, as a participant.

c. The FAA has determined it will not use an accepted written AVS VSRP report nor the content of an accepted AVS VSRP report to initiate, support, or as evidence for any disciplinary action, except as described in paragraph 10b of this MOU.

d. It is anticipated that various types of reports will be submitted to the ERT, including aviation safety-related reports that appear to involve a possible noncompliance with applicable FAA directives, as well as reports that are of a general aviation safety concern, but do not appear to involve possible noncompliance. All aviation safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

e. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his/her information and, if possible, internal FAA resolution.

f. For reports related to aviation safety, including reports involving possible noncompliance with applicable FAA directives, the ERT will analyze the report, conduct interviews of reporting employees if necessary, and gather additional information concerning the matter described in the report.

g. The ERT identifies aviation safety issues or concerns and forwards to the appropriate FAA Office of Primary Responsibility (OPR) utilizing the AVS VSRP Corrective Action process. The FAA will work with AFSCME to develop appropriate corrective action for systemic issues. The OPR will present the corrective action plan to the ERT for approval.

h. Corrective action(s) regarding systemic issues not completed to the satisfaction of the ERT will be elevated to the Executive Board for resolution.

i. Any individual corrective action recommended by the ERT for a report accepted under this MOU must be completed to the satisfaction of members of the ERT, or the AVS VSRP report may be excluded from the program upon agreement by the ERT.

j. When appropriate, the ERT may consult with subject matter experts (SMEs) to assist in their understanding of a reported issue or concern. SMEs are not voting members of the ERT.

k. If the Primary ERT members cannot reach consensus, having exhausted all resources and ability to reach compromise, the complete report, without ERT notes, will be forwarded for review by their alternate ERT representatives. The report will be forwarded without interference or input from the Primary ERT members, and the alternate ERT members will coordinate independent of the Primary members in order

to get new perspectives on the issue.

8. VSRP AND ELECTRONIC REPORTING SYSTEM. When the AVS VSRP reporting system receives a report, the date and time of any issue described in the report and the date and time the report was submitted will be recorded. The report will be placed, along with all supporting data, on the agenda for the next ERT meeting. De-identified reports shall be provided to all ERT members prior to the scheduled ERT meeting. To confirm that a report has been received, the system will send an electronic receipt to each employee who submits a report, unless it is anonymous.

a. The FAA will designate one person who will serve as the AVS VSRP PM. The AVS VSRP PM will be responsible for program administration, and will not serve as a member of the ERT.

b. The VSRP PM will serve as the focal point for information about and inquiries concerning the status of AVS VSRP reports and for the coordination and tracking of ERT Corrective Actions. The VSRP office will work collaboratively with AFSCME.

c. The VSRP PM will maintain a database that continually tracks each report and the analysis of those reports. The AVS VSRP manager will conduct a 12-month review of the AVS VSRP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety issues or concerns of a similar nature. This review will include recommendations for corrective action for recurring issues indicative of adverse safety trends. This review is in addition to any other reviews conducted by the FAA.

d. The VSRP PM will track the status and implementation of corrective action(s) and report on associated progress as part of the regular ERT meetings. Any recommended corrective action that is not implemented, should be recorded and monitored along with the reason it was not implemented.

9. AVS VSRP EXECUTIVE BOARD.

a. The AVS VSRP Executive Board (EB) is made up of members of the AVS Management Team (AVSMT) and participating Labor Unions. AFSCME may designate a representative to serve on the AVS VSRP EB.

b. The EB will make its decisions involving AVS VSRP issues by consensus.

c. The EB shall not override the decisions of the ERT.

d. AVS VSRP Corrective Actions. The EB will:

1. Resolve issues where neither primary nor alternate ERT can reach a consensus decision regarding recommendation for corrective action for an AVS VSRP Report.

2. Resolve issues where the OPR and ERT cannot agree on a corrective action plan.

3. Review and resolve corrective action(s) regarding AVS VSRP reports not completed to the satisfaction of the ERT.

e. The EB will review and respond to recommendations from audits of the AVS VSRP.

f. If the EB is unable to reach consensus on issues elevated by the ERT, either Party may pursue whatever course of action is available in accordance with the Parties' Collective Bargaining Agreement, the Federal Service Labor-Management Relations Statue, and any other law, rule, or regulation.

10. REPORT ACCEPTANCE CRITERIA. The following criteria must be met in order for a report to be covered under this VSRP:

a. Accepted: A report identifies an aviation-safety-related issue or concern and does not reflect any of the exclusions identified below.

b. Not Accepted:

1) Reports of issues or concerns not related to aviation safety fall outside the purview of the AVS VSRP. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his or her information and, if possible, for internal FAA resolution.

2) The AVS VSRP will not accept reports that involve criminal activity, substance abuse, alcohol use or misuse, or intentional falsification of issues. Reports involving those issues will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the issue did not involve any of the aforementioned activities, then the report will be referred back to the ERT for a determination of acceptability under this MOU. Such referred back reports will be accepted under this VSRP provided they otherwise meet the acceptance criteria contained herein.

3) Reports that involve intentional disregard for safety or gross negligence are excluded. These include acts (or failures to act) that demonstrate a gross disregard for, or deliberate indifference to, safety or a safety standard.

4) Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment, such as the operation of aircraft for personal or recreational purposes, are excluded.

c. Reports Involving Proficiency Issues. VSRP reports covered under the program that demonstrate a lack, or raise a question of a lack of proficiency of a covered employee may result in the assignment of training, if such action is appropriate and recommended by the ERT.

d. Corrective Action. Employees initially covered under the AVS VSRP will be excluded from the program and not entitled to the protective provisions if they fail to complete the recommended corrective action in a manner satisfactory to the ERT. Failure of an employee to complete the ERT recommended corrective action may result in the reopening of the case and referral of the matter for appropriate action.

e. Systemic Issues or Repeated Instances of Noncompliance with Directives. Reports involving systemic issues or the same or similar possible noncompliance with the directives that were previously addressed with no intervention under AVS VSRP may be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraphs 10a and b. The ERT will consider on a case-by-case basis the corrective action appropriate for such reports.

f. Closed Cases. A previously accepted VSRP report for which no action has been taken, may be reopened and appropriate action taken if evidence is later discovered that establishes the report should have been excluded from the program in accordance with this section.

11. EMPLOYEE FEEDBACK. The VSRP PM will provide regular feedback to the employees in a manner acceptable to the ERT. A quarterly report will be published covering the number of reports received, the number of reports accepted and excluded, a list of the top issues raised, corrective action recommendations, and results. This report will be available on a designated page on the FAA employees website (http://www.myfaa.gov). Any employee who submitted a report may also contact the VSRP PM to inquire about the status of his/her report. In addition, each employee who submits a report accepted under AVS VSRP will receive individual feedback on the final disposition of the report, unless anonymous.

12. CONFIDENTIALITY. The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees.

13. CONSENSUS. Consensus does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for the particular issue, and is in the best

interest of safety. ERT representatives shall be empowered to make decisions within the context of the ERT discussions on a given report and related activities.

a. For matters related to the overall operation of the AVS VSRP, consensus means the voluntary agreement of all representatives on the ERT or EB.

b. For matters submitted by union represented employees consensus means the voluntary agreement of the appropriate union and management representative. These situations do not require the consensus of union representatives or management representatives that are not directly involved.

c. For matters submitted by non-bargaining unit employees, to include managers and supervisors, where the employees of the organization are represented by a union, consensus means the voluntary agreement of the appropriate union and management representative on the ERT.

d. For associated corrective actions, consensus means the voluntary agreement of the appropriate union and management representative(s) on the ERT.

14. INFORMATION AND TRAINING. AVS VSRP implementation and refresher training requirements and curriculum shall be jointly developed by the Parties at the national level. The details of the VSRP will be made available to all employees covered by this MOU in appropriate AFSCME and FAA publications.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the VSRP PM in a manner that ensures compliance with applicable directives and law, and will be made available to the other parties of this agreement at their request.

16. PROGRAM DURATION. This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement unless otherwise agreed upon.

17. SIGNATORIES. All parties to this AVS VSRP MOU are entering into this agreement voluntarily.

Signed this 26th day of January 2021:

For AFSCME:

Gregory Maund

Gregory Maund,
President AFSCME Local 1653

For the Agency:

ALI BAHRAMI
Digitally signed by ALI BAHRAMI
Date: 2021.01.26 14:06:22 -05'00'

Ali Bahrami
Associate Administrator for Aviation Safety, AVS-1

Moin Abulhosn

Moin Abulhosn
Area VP-AVS AFSCME Local 1653

Vanessa I. Marzan-Hernandez
Labor Relations Specialist, AHL-300

Agency Head Review: LAURA R GLADING Digitally signed by LAURA R GLADING Date: 2021.01.26 16:34:20 -05'00'

Laura R. Glading
Executive Director, Management & Employee Relations

Date

ADDENDUM TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AND THE
FEDERAL AVIATION ADMINISTRATION

This Agreement is made by and between the American Federation of State, County, and Municipal Employees, ("AFSCME" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as the Parties. This Memorandum of Understanding (MOU) is an addendum to the AVS VSRP MOU signed January 26, 2021, and represents a complete understanding of the Parties at the national level concerning all AFSCME representatives working on the Aviation Safety (AVS) Voluntary Safety Reporting Program (VSRP).

1. The Union may designate one (1) primary and one (1) alternate VSRP analyst. Additional Union analysts may be added as deemed necessary upon mutual agreement of the Parties at the National level.

2. Absent an emergency or other special circumstance, Union Event Review Team representatives and Union analysts (i.e. Union designees) participating in the AVS VSRP shall be released from normal work schedules to participate and afforded sufficient duty time to perform VSRP activities. Union designees authorized by the Agency to perform AVS VSRP activities away from the Union designee's facility/office shall be entitled to travel and per diem allowances, if applicable.

4. Union designees shall be provided sufficient resources (room space, computers, other electronic equipment, etc.) required to fulfill the duties of the position.

5. Any modifications or changes to the provisions of this Agreement shall only be made by mutual agreement of the Parties.

6. Nothing in this Agreement shall be construed as a waiver of any right guaranteed to the Union under law, rule, regulation, or Collective Bargaining Agreement.

7. This agreement shall remain in effect for the duration of the AVS VSRP MOU signed January 26, 2021, unless otherwise agreed upon.

Signed this 26th day of January 2021:

For AFSCME:

Gregory Maund
Gregory Maund,
President AFSCME Local 1653

Moin Abulhosn
Moin Abulhosn
Area VP-AVS AFSCME Local 1653

For the Agency:

_____
Ali Bahrami
Associate Administrator for Aviation Safety, AVS-1

_____
Vanessa I. Marzan-Hernandez
Labor Relations Specialist, AHL-300

Agency Head Review: _____ _____
Laura R. Glading Date
Executive Director, Management & Employee Relations

CBA SIGNATURE PAGES

Signed as of the 16th Day of January 2025.

For the Union:

Daniel T. Ronneberg, Chief Negotiator

M. Jamil (Jim) Kabbara, President
Negotiating Team Member

Ibrahim Hussein, ATO Vice President
Negotiating Team Member

For the Agency:

ERIC J STANLEY Digitally signed by ERIC J STANLEY Date: 2025.01.16 07:44:55 -08'00'

Eric Stanley, Chief Negotiator
Labor, and Employee Relations Specialist
AHL-W200

Aaron Sawyer, Co-Chair
Human Resource Specialist
Collective Bargaining Services, AHL-300
Office of Labor & Employee Relations

Daryl Harris, AVS Lead
Director, Enterprise Services Division,

Doug Kata, ATO Lead
Labor Technical Liaison,
AJG-L12, AJW-2 HDQ ETR

Duncan A. Murray
Attorney Advisor Labor Law
Employment and Labor Law Division
(AGC-100)

Deborah K Jackson
Human Resource Specialist
National LER Systems & Programs,
AHL-400
Office of Labor & Employee Relations

Nazia Choudhury,
Operations Research Analyst, AFN

Christina M. Vernon
Branch Manager
Management Services, ASZ-120

Antoine Charles
Employee Services Division Manager
NextGen Office of Management Services

Tamika Little
Office of Communications, AOC
Manager, Administrative Operations,
AOC-10

TRACY B COTTON Digitally signed by TRACY B COTTON Date: 2025.01.17 07:46:24 -05'00'

Tracy B. Cotton
Executive Director for Operations
(AGC-10)

WANDA KEY Digitally signed by WANDA KEY Date: 2025.01.16 16:25:22 -05'00'

Sabreenah Key
Executive Officer, ARP-10

This agreement between the Federal Aviation Administration and the American Federation of State, County, and Municipal Employees, AFL-CIO is approved and effective January 16, 2025.

Jim Kabbara, President
American Federation of State, County,
and Municipal Employees, AFL-CIO
Local 1653

Michael G. Whitaker, Administrator
Federal Aviation Administration