

# AGREEMENT

*Between the*

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**PROFESSIONAL ASSOCIATION OF  
AERONAUTICAL CENTER EMPLOYEES**



and



**FAA ACADEMY**  
FEDERAL AVIATION ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION

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*Effective May 02, 2012*



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## **ARTICLE 1 PARTIES TO THE AGREEMENT**

**Section 1.** This Agreement is made under the authority of Title VII of the Civil Service Reform Act of 1978 and is entered into by and between the Professional Association of Aeronautical Center Employees (PAACE), hereinafter referred to as the Union, and the FAA Academy, Mike Monroney Aeronautical Center, Federal Aviation Administration, Department of Transportation, hereinafter referred to as the Employer.

**Section 2.** In the administration of this Agreement, the Employer is identified as any element of FAA Academy Management who exercises direct or indirect supervision over employees in the Bargaining Unit (BU) recognized in Article 4. This includes, but is not limited to, the following officials or their designees: Superintendent, FAA Academy; Assistant Superintendent; Division Managers; and other supervisors. The Union includes, but is not limited to, the following officials or their designees: President, Executive Vice-President, Secretary, Treasurer, Members of the Board of Directors, and Union Representatives. Collectively, the Employer and the Union will be known as the Parties.

## **ARTICLE 2 EMPLOYER RIGHTS**

**Section 1.** Subject to the terms and conditions of this Agreement, including Section 2 of this Article, nothing in this Agreement will affect the authority of any Management Officials of the FAA:

- A. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- B. in accordance with applicable laws,
  - 1. to hire, assign direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in career level or pay, or take other disciplinary action against such employees;
  - 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations will be conducted;
  - 3. with respect to filling positions, to make selections for appointments from
    - a) *among properly ranked and certified candidates for promotion; or*
    - b) *any other appropriate source; and*
  - 4. to take whatever actions may be necessary to carry out the Agency's mission during emergencies.

**Section 2.** Nothing in this Article will preclude any Agency and Labor Organization from negotiating:

- A. 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;
- B. on the technology, methods, and means of performing work;
- C. procedures which Management Officials of the Agency will observe in exercising any authority under this Section; or
- D. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such Management Officials.

### **ARTICLE 3 EMPLOYEE RIGHTS**

**Section 1.** Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay any monies or dues to a labor organization except in carrying out a voluntary written authorization by a member for the payment of such dues through payroll deductions.

**Section 2.** Each employee in the BU has the right, freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity and each employee will be protected in the exercise of this right. No Supervisor or other Management Official will interfere, restrain, coerce, or discriminate in any way, either to encourage or discourage membership in a labor organization.

**Section 3.** It is agreed that any employee in the BU has the right, regardless of Union membership, to exercise grievance or appellate rights established by law or regulations and to represent himself/herself or choose his/her own representative in a grievance under Agency procedure or appellate action under Agency and/or Office of Personnel Management procedures.

**Section 4.** The rights described in this Article do not extend to participation in the management of a labor organization or acting as a representative of such an organization by an employee of the BU when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

**Section 5.** Nothing in this Agreement will alter the individual rights of any employee accorded by law and regulation of appropriate authority and such employee will be protected in the exercise of these rights.

**Section 6.** The Parties agree that each employee has the right to present a grievance or any other matter of concern to the Employer, or to present information relating to such matters and to select an appropriate representative when representation is authorized without fear of restraint, coercion, discrimination, intimidation, or reprisal by either Party.

**Section 7.** The Parties agree that employees have the responsibility to consider the impact of their off-duty conduct on the FAA. An employee's off-duty conduct will not result in disciplinary action, unless such conduct adversely affects his/her effectiveness as an employee or the public's confidence in the FAA.

**Section 8.** The Employer recognizes the right of a Union-recognized representative to express the views of the Union provided they are identified as Union views.

**Section 9.** The Employer may search packages, briefcases, and other containers in the immediate possession of employees, the employees' lockers and/or desks upon reasonable and probable cause or because of operational requirement. Any such search will be made in the presence of the employee and/or a Union Representative.

**Section 10.** No employee will have disciplinary action taken against him/her because of an occasional debt complaint, unless it is established that the employee's non-payment of a just private debt has, or will have, a harmful effect on the performance of his/her duties. The Employer will not assist a creditor or process server in any manner, except as required by law.

**Section 11.** Both Parties recognize that maintaining family integrity is desirable. In those instances when an employee's spouse holds a position in another FAA facility, the spouse may apply for reassignment to an equal/lower position through Employee Relocation Request (ERR) for vacancies at or near the employee's location. The Employer will provide consideration to the spouse for in-grade/downgrade reassignment through ERR. The Employer retains the right to fill vacancies from other available sources. In that such moves are primarily for the convenience or benefit of the employee, additional travel and transportation costs will not be allowed for the spouse beyond those he/she would be entitled to as a family member.

**Section 12.** The Employer will not take any personnel action against any employee or fail or refuse to effect, in a timely manner, any personnel action related to any employee as a reprisal for the employee's disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

**Section 13.** In the performance of his/her official duties, or when acting within the scope of his/her employment, the employee is entitled to all protections of the Federal Employees Liability Reform and Tort Compensation Act of 1988, (P.L. 100-694) regarding personal liability for damages, loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of the employee.

**Section 14.** Any Bargaining Unit Employee (BUE) assigned by the Employer to attend any meetings scheduled by the Employer away from the facility will be entitled to duty time, travel and per diem allowances, if applicable.

**Section 15.** There will be no prohibition on the approval of an employee's Leave Without Pay (LWOP) request based solely on the employee having other types of leave accrued.

## **ARTICLE 4 RECOGNITION AND UNION REPRESENTATIVES**

**Section 1.** The Employer, in carrying out the certification issued in FLRA case number DA-RP-90035, recognizes the Union as the exclusive representative of the following employees:

Included: All non-supervisory instructors, including temporary employees, assigned to the Federal Aviation Administration Academy (AMA), Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

Excluded: All Management Officials, supervisors, and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

Included: All non-instructor employees, including temporary employees, of the Federal Aviation Administration Academy (AMA), Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

Excluded: All professional employees, Management Officials, supervisors, and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

**Section 2.** The Employer agrees to recognize the Union officers and duly designated representatives and will be kept advised in writing by the Union of the names of its officers and representatives.

**Section 3.** An adequate number of Union Representatives, not to exceed one (1) per manager, will be designated so that each employee in the BU will have reasonable access to a representative. In cases where an organizational element has a number of BUEs that cannot be adequately represented, or where those BUEs are separated by location, the Parties may jointly agree to specify more representatives. The Union will notify the Employer, in writing, of the names and organizational location of the designated representatives and will promptly inform the Employer of any changes in representatives.



**Section 4.** When a Union Representative is detailed to a supervisory position, he/she will be required to name his/her designee to act in his/her place as a Union Representative. When other qualified employees are available, the principal elected representative or his/her designee will not be required to perform supervisory duties.

**Section 5.** The Union President will be granted the use of annual leave, LWOP, compensatory time, or the use of credit hours at his/her option to attend internal Union activities. In the event of an operational requirement, the Parties will resolve the issue. Union members may be granted the use of annual leave, LWOP, compensatory time, or the use of credit hours at his/her option to attend internal Union activities.

**Section 6.** Union Representatives or their designees will be granted excused absence, operational requirements permitting, to receive information, briefings, or orientation by the Union and Employer relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Union will submit a schedule/agenda for meetings under this Article to the appropriate official. Conflicts with operational requirements will be negotiated between the Parties.

**Section 7.** Union Representatives may distribute Union literature to employees in non-work areas, during the non-work time of the employees and the Union Representatives.

**Section 8.** The Union President or his/her designee will be allowed official time, up to 60 minutes, for Union orientation of new employees to explain the role and responsibilities of the Union. This Union orientation will normally be done in conjunction with the Academy/CMEL orientation. The Employer will notify the Union Representative, at the appropriate Division level, whenever an employee is hired or reassigned into a position covered by this Agreement. Such notification will normally be made within one week after the employee reports for duty.

**Section 9.** The Employer will furnish to the Union, quarterly, an electronic listing of employees covered by this Agreement. This list will include the name, title, grade and current routing symbol of each employee. The Employer will, upon request of the Union President, furnish the Union additional listings, which will include the name, title, grade and current routing symbol of each employee covered by this Agreement.

**Section 10.** Union Representatives will be granted a reasonable amount of official time to receive training in the areas of contract administration, grievance processing, unfair labor practices, and other labor-management relations initiatives such as "Partnerships". The Employer will furnish facilities for the conduct of such training.

**Section 11.** The Parties recognize the rights of the employees, the Union as their exclusive representative, and Management, as set forth in this Agreement and Public Law 95-454.

**Section 12.** During meetings with FAA Managers, the Union will be afforded representatives in equal numbers. During meetings, and when conducting negotiations, designated Union Representatives will be on official time, in a manner not to incur additional cost to the Employer.

**Section 13.** The Union Representatives specified in the above Sections of this Article are the only individuals authorized to represent the Union in dealings with FAA officials at the respective levels specified in this Article. Management/Union officials will not meet/deal with any other Management/Union official, other than the designated Management/Union official at their respective level, unless otherwise agreed to by the Management/Union.

**Section 14.** Representatives will be granted official time to receive orientation on the meaning of Articles of this Agreement.

## **ARTICLE 5 EMPLOYEE REPRESENTATION**

**Section 1.** The Union will be given the opportunity to be represented at any examination of a BUE by a representative of the Agency, including DOT/FAA security agents and agents of the Inspector General, in connection with an investigation if:

- A. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- B. the employee requests representation.

The Employer will annually inform its employees of these rights.

**Section 2.** An employee who is identified as a subject of an investigation by the Security and Investigations Division (AMC-700) will be informed at the time any statement is taken by an Investigator that the completion of a sworn statement is a serious matter and that the investigation could lead to further Management action.

**Section 3.** When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee will be so notified of the subject matter in advance. The employee has the right to be accompanied by a Union Representative if he/she so desires. He/She will be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Employer will stop the meeting and inform the employee of his/her right to representation if he/she so desires, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives in accordance with Article 4 of this Agreement.

**Section 4.** The Union will represent the interests of all BUEs without discrimination and without regard to Union membership.

**Section 5.** The Parties agree to promote an open line of communication and work to effectuate a positive labor/management relationship.

**Section 6.** The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the BU, or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory official.

## **ARTICLE 6 DISCIPLINARY/ADVERSE ACTION**

**Section 1.** This Article covers actions involving informal disciplinary measures (oral or written admonishments), and formal disciplinary measures (letters of reprimand, suspensions, removals, reductions in grade or pay, or furloughs of 30 days or less). Adverse action may not be taken against an employee covered by this Agreement except for just cause. A standard of just cause is necessary as a basis for an adverse action, and the action must be determined on the merits of each individual case.

**Section 2.** All facts pertaining to a disciplinary action will be developed as promptly as possible. Disciplinary actions under this Article will be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary action.

**Section 3.** An employee and/or their designated representative will have the right to review the information relied upon to support the charges when disciplinary action is proposed under this Article.

**Section 4.** At the employee's request, the Union will be provided with a copy of all correspondence, records, and documents to the employee that is related to the disciplinary action.

**Section 5.** Subject to the provisions of this Section and Section 6, the Employer's Table of Penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the Table of Penalties may be derived by comparing the nature and seriousness of the offense to those listed in the table, the employee's previous history of discipline, and other relevant factors in each individual case. Subject to the provisions of Section 6 below, in assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two year time frame should be used in determining the applicability of a previous offense to a current action. The Table of Penalties constitutes terms and conditions of employment and is, therefore, subject to collective bargaining.

**Section 6.** Letters of reprimand and documents related to them should be removed from the Official Personnel Folder after one (1) year if no further related instances have occurred but in no case will it remain for more than two (2) years. They will be removed from the Official Personnel Folder and destroyed immediately if ruled to be unjustly issued.

**Section 7.** If the Parties mutually agree that a “harmful error” occurred, disciplinary action will not be sustained.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**Section 1.** This Article provides the procedure for the timely consideration of grievances. Except as limited or modified by Section 3 of this Article, it will be the exclusive procedure available to the Parties and the BUEs for resolving grievances. Any employee, group of employees, or the Parties may file a grievance under this procedure. The Parties will cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

**Section 2.** A grievance will be defined as any complaint:

- A. by a BUE concerning any matter relating to the employment of the employee.
- B. by the Union concerning any matter relating to the employment of a BUE.
- C. by a BUE, the Union, or the Employer concerning:
  - 1. the interpretation, application, enforcement, or breach of this Agreement;
  - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation; or
  - 3. any claimed violation of a past practice.

**Section 3.** Scope of Grievance Procedure.

- A. This procedure will not apply to any grievance concerning:
  - 1. any claimed violation of Subchapter III of Chapter 73, Title 5, U.S.C. (relating to prohibited political activities);
  - 2. retirement, life insurance and/or health insurance;
  - 3. a suspension or removal under Section 7532, Title 5, U.S.C. (relating to national security matters);
  - 4. any examination, certification, or appointment, Title 5, U.S.C. 7121(c)(4);

5. the classification of any position which does not result in the reduction in pay of an employee, unless it reduces the pay potential of an employee;

B. A grievance may be filed regarding:

1. the interpretation and application of policies, regulations, and practices of the Employer;
2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment subject to the control of the Employer; or
3. the effect or interpretation, or a claim of breach or violation of this Agreement.

**Section 4.** Policy of Settlement and Protection from Reprisal. The Employer and the Union agree that every effort will be made by Management and the aggrieved to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

**Section 5.** Right to Information and Testimony of Witnesses:

- A. In accordance with 5 USC 7114, the Union Representative in a grievance action will have access to all material pertinent to the grievance. The Employer will, upon request of the Union Representative, provide information from official records, including extracts or copies of such records that pertain to the grievance. Should a representative request to view an employee's personnel record, the Employer may require written authorization from the employee.
- B. If the Employer, or its representative(s), interviews BUE witnesses, the Union will be afforded the opportunity to be present at the interview(s).

**Section 6.** Extension of Time Limits. Time limits in this Article may be extended by mutual agreement of the Parties. Mutual agreement must be in writing or by e-mail. Failure to respond or meet will permit the grievance to be settled pursuant to the provisions of Section 15 of this Article, if time limits are missed.

**Section 7.** Union Rights in a Non-union Represented Grievance. If a BUE presents a grievance directly to the Employer without Union representation, PAACE will be given the opportunity to be represented at any discussion of the grievance. The Union Representative will be granted official time in a manner not to incur additional cost to the Employer. The Employer will provide a copy of the grievance to the Union.

**Section 8.** Limit to Individual Presentation. The right of individual presentation does not extend beyond Section 12, Step 2 of this procedure.

**Section 9.** Impartiality and Objectivity of Decision. If the deciding official is the respondent in the grievance or has made a decision during a prior step, the deciding official should refer the grievance to a higher administrative level in AMA to preclude prejudice in his/her decision. The designated official to whom the grievance is referred for resolution must not be the official who took the action or who was involved in an attempt to previously resolve the complaint.

**Section 10.** In the handling of grievances under this Article the Union will have access to official records directly related to the grievance.

**Section 11.** Once a formal grievance has been signed, an employee and/or his/her representative will be provided the opportunity to investigate any action against the employee including, but not limited to, the questioning of the Agency's witnesses. The Agency will be informed of such questioning and may be present at the questioning. The Union will inform any Agency witness they wish to question that such questioning will be done only with the witness's consent.

**Section 12.** The following procedures will be exclusively used for the submission of grievances to the Employer under this Article.

**Step 1.** An aggrieved employee and/or his/her Union Representative will seek formal resolution of his/her grievance from his/her immediate supervisor within 21 calendar days of the event giving rise to the grievance or within 21 calendar days of the time the Union became aware of the event. The grievance will be submitted on a grievance form supplied by the Employer and will contain the name of the grievant, the Article(s) of the Agreement alleged to have been violated, a brief description of the facts surrounding the grievance, the corrective action desired, and the Union Representative's name and whether the grievant wishes to make an oral presentation. The formal grievance will be assigned a national grievance number within one (1) working day of being submitted. A copy of the signed and numbered grievance will be returned to the submitting Employee and the Union Representative. If requested by the employee or the Union, the supervisor will arrange for a meeting at a mutually agreeable time. The supervisor will answer the grievance, in writing, within 15 calendar days from date of receipt of the grievance or from date of oral presentation, whichever is later.

**Step 2.** If the employee or the Union is not satisfied with the answer, the grievance may be escalated to the Division Manager within 15 calendar days from the receipt of the answer. If requested, the Division Manager will, prior to making a decision, afford the Employee and/or the Union Representative an opportunity to present the grievance orally. His/her decision will be in writing and will be delivered to the employee no later than 15 calendar days from date of receipt of the grievance or from date of oral presentation, whichever is later.

## Optional Mediation

- A. The Parties may mutually agree to request the assistance of a mediator following conclusion of Step 2 of the negotiated Grievance Procedure. The Management and Union officials involved must have the authority to make a binding decision to resolve the grievance.
- B. Upon mutual agreement of the Parties (Management/Union) and employee to participate in mediation, an extension of the applicable negotiated time limits for up to forty-five (45) days is applied to accommodate the mediation process. The outcome of the mediation process will be reflected in the written Mediation Settlement Agreement.
- C. The Mediation Settlement Agreement must be issued within 15 days of the completion of the mediation process. Mediation settlement agreements are final and binding on all parties and may be enforced in a court of law. If the matter is unresolved, the grievance may proceed to the next step of the negotiated grievance procedure.
- D. The Mike Monroney Aeronautical Center Mediation Handbook will govern the administration of the mediation program.

**Step 3.** If the Union is not satisfied with the Division Manager's decision, the Union may, within 15 calendar days following the receipt of the decision or the day the answer was due, advise the Manager, Labor Employee Relations (AMH-160) at the Aeronautical Center that it desires the matter reviewed by the Superintendent of the Federal Aviation Administration Academy or his/her designee. If the Union President or his/her designee so requests, a meeting with the Superintendent or his/her designee will be held as promptly as possible, but not later than 15 calendar days from receipt of the request, to discuss the grievance prior to the final decision. The Superintendent's decision will be in writing and delivered not later than 15 calendar days from date of receipt of the grievance or from date of oral presentation, whichever is later.

**Section 13.** If the Union is not satisfied with the decision at Step 3, of the negotiated grievance procedure, the Union President or his/her designated representative may, within 30 calendar days following receipt of the decision at Step 3, or in the absence of a Step 3 decision, within 30 calendar days of the day the answer was due, advise the Superintendent in writing through Labor Employee Relations (AMH-160) that the Union desires the matter be submitted to an impartial arbitrator in accordance with Sections 17-23.

**Section 14.** Union/Agency Grievance. In the case of any grievance under this Agreement which the Union may have against the Employer, or which the Employer may have against the Union, such grievances will be submitted in writing and will contain the following:

- A. a brief statement setting forth the facts upon which the grievance is based;
- B. a brief reference to the Article and Section of the Agreement alleged to have been violated, if known and, if applicable; and
- C. the correction sought.

**Section 15.** If no settlement is reached between the Parties, the moving Party may, within 30 days following the date the grievance was submitted, advise the other Party in writing that it desires the matter be submitted to arbitration in accordance with the principles of Sections 17-23 of this Article.

**Section 16.** Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article will render the grievance void or settled on the basis of the last decision given by Management, unless an extension of time limits has been agreed upon. Failure of Management to render a decision within any of the time limits specified in this Article will render the grievance settled in accordance with the remedy requested in the grievance.

### **Arbitration**

**Section 17.** Within seven (7) days after the request for arbitration is served, the Union and the Employer will meet to determine the services to be requested from the Federal Mediation and Conciliation Service (FMCS). Upon reaching agreement concerning the services to be requested from the FMCS, the Parties will prepare a joint request for those services and share the associated fees (29 CFR Part 1404) equally. Each party will provide advance payment of their respective portion of the FMCS fees to accompany the request for services. Any unilateral request for services from the FMCS, in addition to those listed above, will be the sole responsibility of the party making the request. Each joint request for services will include a request to submit a list of seven (7) arbitrators.

**Section 18.** Within 14 calendar days after the request for arbitration is received, the Employer will request the FMCS Service to provide a list of seven (7) impartial arbitrators. Said arbitrators are to be from the states of Oklahoma, Kansas, or Missouri. Each party may reject one panel and request another panel. Within 10 calendar days after the Parties receive the list, representatives of the Union and the Employer will meet to select an arbitrator from the list by mutual agreement or by alternately striking names. A toss of a coin will determine who strikes first.

**Section 19.** Only the Union or a representative approved by the Union will represent an employee at the arbitration hearing.



**Section 20.** 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 will be submitted to the Arbitrator for a decision.

**Section 21.** The grievance will be heard by the Arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The Arbitrator will confine himself/herself to the specific issues in dispute. In disciplinary cases, the Arbitrator may vary the penalty to conform to his/her decision. The Grievant and/or the Union Representative, if an employee of the FAA, will be given a reasonable amount of official time to present the grievance, if otherwise in an active duty status. FAA employees who are called as witnesses will be in a duty status if otherwise in a duty status. Each Party will bear the expense of its own witnesses who are not employed by the FAA, and/or who are not at the location of the arbitration hearing. The number of witnesses will be limited to those determined necessary by the Arbitrator. The Arbitrator will submit his/her report to the Superintendent, the Aggrieved Employee and/or the Union Representative, as soon as possible, but in no event later than 30 days following the close of the record before him/her unless the Parties waive this requirement. The decision of the Arbitrator is final and binding on all parties.

**Section 22.** The Arbitrator's fees and expenses of arbitration incurred under this Article will be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain.

**Section 23.** The Arbitrator will not, in any manner or form whatsoever, directly or indirectly add to, detract from, or in any way alter the provisions of this Agreement.

## **ARTICLE 8 CONSULTATION AND COMMITTEES**

**Section 1.** The Parties recognize that while certain matters are reduced to writing in this Agreement, this does not remove their responsibility to consult on matters not covered by this Agreement, but appropriate for consultation.

**Section 2.** In a proactive effort to integrate the spirit and intent of Labor-Management collaboration, the PAACE and FAA Academy Management mutually established an Academy Labor-Management Forum (hereafter referred to as "Forum").

**Section 3.** The purpose of the Forum is to integrate leadership, efficacy, empowerment, accountability, and participation into the operation of the Academy; resulting in a stronger and healthier organization. We support:

- A. successful mission accomplishment;
- B. creation of a collaborative Labor-Management relationship;

- C. increased quality of products and services;
- D. increased organizational productivity, efficiency, and customer service;
- E. employee empowerment;
- F. improved quality of work life and work environment; and
- G. increased job satisfaction

**Section 4.** Forum membership will consist of not more than four (4) members from each partner. The Union President, Union Executive Vice-President, Superintendent, and Assistant Superintendent membership is mandatory. The Forum will not have alternate members. A minimum of two (2) members from each partner must be present to conduct a meeting. A Labor Relations Specialist from the Office of Human Resource Management will attend in a non-voting, advisory capacity. Members of the Forum will be selected by the Union President and Superintendent respectively.

**Section 5.** Other individuals may be included in Forum meetings as ad hoc participants by mutual consent of the Parties to provide advice and assistance or to serve on ad hoc committees. Ad hoc participants are not voting members.

**Section 6.** Definitions

- A. Forum - The association created through this Article designed to establish and achieve the common goals outlined in Section 3 of this Article.
- B. Consensus - The process of reaching a decision which will be determined by answering the following question affirmatively, "Can you live with and will you support...?" All decisions will be offered by each member as their own.

**Section 7.** The Forum, will work to provide the leadership necessary to create an organizational culture that promotes employee participation and fosters innovative systems and solutions consistent with the highest standards. Therefore, the Forum may consider all issues brought to its attention which will foster the purpose, mission, and vision of the Academy. Issues brought before the Forum should be of a scope that will have broad applicability throughout the Academy. The Parties recognize that the early involvement of the Union on issues concerning personnel policies, practices, and conditions of employment results in more effective and efficient resolution of issues. It is the intent of Management to involve the Union prior to making decisions on 7106(b)(1) issues. When Management elects to involve the Union, the Forum or other appropriate means will be used. Recognizing the permissive nature of these subjects, it is agreed that third-party action will not be used to resolve negotiability disagreements.

**Section 8.** All members of the Forum will be provided with official time when preparing for or participating in any work of the Forum. Questions raised regarding the amount of official time deemed appropriate will be referred to the Forum for resolution.

**Section 9.** The Forum will not consider personal complaints, individual grievances, or unfair labor practices unless they are determined to be of broad based impact to the Academy.

**Section 10.** The Forum recognizes the unique operational parameters of the Academy, specifically the right of all FAA customers to buy their training from any source and their control over the training resources provided to the Academy.

**Section 11.** The Forum will solicit concerns, thoughts, and opinions of Academy employees.

**Section 12.** Meeting minutes will be available to all employees.

**Section 13.** The Parties will designate members to serve on the committees or workgroups. Nothing in this Article is intended to take away from Management's rights under 5 U.S.C. 7106, to obtain employee input without the exclusive representative's consent and agreement over matters which are technical in nature and concern the job related functions of the employees.

## **ARTICLE 9 SURVEYS AND QUESTIONNAIRES**

**Section 1.** The Employer recognizes that it is in its interest to have Union support for surveys of BUEs. The Employer will not conduct surveys without providing the Union an opportunity to review and comment on the questions and related issues. The Union will be provided an advance copy of any surveys within a reasonable amount of time, prior to distribution.

**Section 2.** Any survey of BUEs will be voluntary and done on duty time.

**Section 3.** Union officials will be provided a copy of BU survey results at the same time they are distributed to the corresponding level of Management.

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

**Section 5.** The Union President, or his/her designee, will be afforded the opportunity to participate in all post-survey debriefing and action planning sessions involving BUEs.

## **ARTICLE 10 TECHNOLOGICAL CHANGES**

**Section 1.** The Parties recognize that technological changes will be continually studied, evaluated and/or integrated into the performance of work within the FAA Academy. These proposed changes will be addressed through the collective bargaining process. Technological changes will be subject to impact and implementation bargaining prior to adoption.

**Section 2.** In the event that technological changes require training, the Employer and the Union will discuss the content, length, and delivery schedule of such training for BUEs.

## **ARTICLE 11 SENIORITY**

**Section 1.** Seniority will be determined in the following steps:

- A. Grade
- B. Current time at the Academy
- C. Service Comp Date
- D. Cumulative time at the Academy
- E. Time-in-grade

**Section 2.** In the event that two or more employees have the same seniority at any of the above steps the tie will be broken by continuing down the steps until there is a difference.

## **ARTICLE 12 BARGAINING DURING THE TERM OF THE AGREEMENT (MID-TERM)**

**Section 1.** The Employer agrees that personnel policies, practices, and matters affecting conditions of employment of BUEs that are within the jurisdiction of the Employer and that are not covered by this Agreement will not be changed or implemented without prior Union notification and without negotiations when requested by the Union. Changes outside of the jurisdiction of the Employer do not abrogate the obligation of the Employer to negotiate impact and implementation issues. The number of negotiators authorized the Union on official time, if otherwise in a duty status, will be at least equal to the number for Management.

**Section 2.** Known past practices that have become an integral part of working conditions will remain in effect unless in violation of law or Government-wide rule or regulation, or unless modified pursuant to negotiations under this Article.

**Section 3.** The Employer agrees to formally notify the Union in writing, of any proposed new or changed personnel policy, program practice, procedure, or other matter affecting conditions of employment of BUEs. Notification will be made at least 14 calendar days in advance of implementation except in emergency situations or situations beyond the control of the Employer, and will include the proposed effective date, action to be taken, and any known changes in working conditions. Should the Union wish to negotiate, a request to bargain must be received within 14 calendar days of receipt of written notice. Prior to negotiations, if information is requested pursuant to Title 5, USC 7114(b)(4) and that request meets the requirements of the Statute, the Employer will respond as far in advance of the date of the negotiations as possible. In the event a written response is not received by the Union at least two (2) calendar days prior to the agreed date of negotiations, the Parties agree to reschedule the date of the negotiations.

**Section 4.** Bargaining means the performance of the mutual obligation of the representative of the Employer and exclusive representative of the BUEs in the BU represented to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees. It also means to execute, if requested by either party, a written document incorporating any Collective Bargaining Agreement reached. The obligation referred to in this Section does not compel either party to agree to a proposal or to make a concession.

**Section 5.** Should the Union desire to initiate bargaining with the Employer concerning conditions of employment not covered by this Agreement; it will give at least 14 calendar days advance notice, in writing, which will include a statement of the matter(s) to be discussed. The Parties will meet at a mutually agreeable time and place to conduct negotiations.

**Section 6.** In the event impasse is reached during negotiations, the Parties agree to the following: providing the Union notifies the Employer within 14 calendar days of the end of mediation efforts that it has submitted the issue to the Federal Services Impasses Panel, the Employer agrees not to unilaterally implement the changes except for emergencies or when the effective date is mandated by Federal law or any Government-wide rule or regulation.

**Section 7.** The Parties at the appropriate level(s) may enter into written agreements or understandings on individual issues that do not conflict with this Agreement. However, unless specifically authorized by this Agreement, no such agreements may increase or diminish entitlements expressly contained in this Agreement.

**Section 8.** Copies of all Memorandums of Understanding (MOUs) between the Parties will be forwarded to Labor Employee Relations (AMH-160).

**Section 9.** The Parties agree to negotiate subjects in accordance with the Statute and not contained in the Collective Bargaining Agreement, during the term of this Agreement.

## **ARTICLE 13 AUTHORIZED OFFICIAL TIME**

**Section 1.** The Parties agree that Union officers and designated representatives will be permitted reasonable time during duty hours without loss of leave or pay to represent the Units of exclusive recognition in accordance with this Agreement. The Union agrees that its officers and representatives will limit Union work performed on official time to that necessary to carry out the Union's responsibilities under the Agreement.

**Section 2.** The Union President will be granted not less than 40 hours of official time per pay period to resolve grievances, prepare for meetings with management, and to carry out representational responsibilities.

**Section 3.** Reasonable time for representational functions, for all other representatives, in connection with complaints, grievances, disciplinary/adverse actions, and appeals will be that necessary for presentation thereof and that required for participation in all meetings, hearings, or other assembled proceedings necessitating the appearance of the grievant/appellant or representative. In addition, a reasonable amount of time will be permitted for a representative to prepare a formal grievance or to assist an employee in preparing a response to a proposed disciplinary action. Such time will only become available to a representative once a grievance has been initiated or an employee has received a letter proposing disciplinary action. Employees against whom disciplinary actions have been proposed will be granted a reasonable amount of official time, as long as there is no additional cost to the Employer, to prepare and present answers.

**Section 4.** Official time authorized by this Article for preparation purposes will be spent on Aeronautical Center property. In unusual circumstances, the Employer may permit official time to be spent away from the Aeronautical Center.

**Section 5.** Reasonable time for a Union observer to be present at the proceedings of a grievance or appeal prosecuted without Union intervention will be that necessary to observe the entire proceeding.

**Section 6.** An officer or representative of the Union will notify his/her immediate supervisor prior to leaving his/her work area to engage in representational activities on official time. In the event operational requirements do not permit the officer/representative or the employee to be spared during the time requested, an alternative time will be made available which is acceptable to both the representative and his/her supervisor. In notification, the officer or representative of the Union will provide his/her immediate supervisor the following information:

- A. general area(s) to be visited;

- B. approximate amount of time required; and
- C. when the time is to be utilized.

**Section 7.** An officer or representative of the Union who leaves his/her work area will advise his/her immediate supervisor of his/her return to the work area. It is the responsibility of the Union officer or representative to coordinate with the supervisor of the employee requesting his/her assistance before entering another work area to ensure the availability of the employee.

**Section 8.** If the Employer has reason to believe an officer or representative of the Union is abusing his/her use of official time and informal supervisor/employee interaction does not resolve the issue, the Union President will be advised of the situation and requested to take appropriate corrective action, if necessary. The Union President will investigate the allegation and report whether it is believed to be with or without merit.

**Section 9.** It is the responsibility of the Union to accurately account for all official time utilized to fulfill representational responsibility. This accounting will be provided to the Employer by use of the Consolidated Automated System for Time and Labor Entry (CASTLE) system. This accounting will include the following:

- A. nature of the business for which time was requested;
- B. the amount of official time utilized; and
- C. when the time was utilized.

**Section 10.** The Union Representative and/or his/her designee at each level will be granted official time in a manner such that there is no additional cost to the Employer to deal with the appropriate Management level and/or his/her designee. Such meetings will be held at mutually agreeable times. At other meetings called by the Academy Superintendent, Division Manager, or Branch Manager and/or his/her designee, Union participants will be on official time.

**Section 11.** Provided he/she can be released from duty, the Union President or his/her designee may be granted official time to prepare for meetings scheduled with the Employer.

**Section 12.** The Parties agree that in all cases the amount of official time utilized for representational functions in order to be considered "reasonable" must balance the effective conduct of the Government's business with rights of employees to be represented in matters relating to their employment.

## **ARTICLE 14 UNION ACTIVITIES**

**Section 1.** The Parties recognize that pursuant to Public Law. 95-454 any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) will only be performed during the times the employees are in a non-duty status and in a non-work area. The Parties agree to cooperate in eliminating any such activities which are being conducted by employees in a duty status contrary to law.

## **ARTICLE 15 DOCUMENTS PROVIDED TO UNION**

**Section 1.** The Federal Aviation Personnel Manuals (FAPM) are available on the Intranet to all BUEs. Hard copies are available during normal administrative office hours to Union Representatives in the Office of Resource Management. The manuals will not be removed from the office in which they are maintained. Portions of the FAPM may be checked out to Union officers for short periods of time for reproduction.

**Section 2.** DOT/FAA and Aeronautical Center orders and notices relating to personnel policies, practices, and working conditions that are applicable to BUEs will be made available to Union Representatives.

**Section 3.** The Union will be afforded, upon request and to the extent not prohibited by law, data which:

- A. is normally maintained by the Agency in the regular course of business;
- B. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- C. does not constitute guidance, advice, counsel, or training provided for Management Officials or Supervisors, relating to collective bargaining.

**Section 4.** The cost of all documents provided the Union will be borne by the Employer.



## **ARTICLE 16 UNION PUBLICATIONS/INFORMATION AND USE OF EMPLOYER'S FACILITIES**

**Section 1.** The Employer will provide bulletin board space for the posting of Union material. This space will be made available as mutually agreed by the Parties. There will be no restriction on the content of publications and announcements placed on the Union's bulletin board space by the Union. Posted materials will not be removed by the Employer. The Parties recognize that the posting of scurrilous or inflammatory material is prohibited. Materials will be posted during non-duty time. Bulletin board privileges are the exclusive right of the Union and will not be extended to any other labor organization.

**Section 2.** The Employer will approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the BU provided the space requested is available, and the use of the space does not interfere with operational/training requirements of the facility. These meetings will take place during the non-duty hours of the employees involved.

**Section 3.** The Employer will provide the Union a suitable space to store reference material and hold confidential discussions between a Union Representative and employee, provided space is available and use of the space does not interfere with operational or training requirements of the Academy. Such discussions will be held during non-duty hours of employees involved or during official time authorized under the provisions of this Agreement. A message slot may be installed in the door. In no case will the Employer be required to provide equipment for use by the Union and if at any time the space becomes needed, the Employer reserves the right to withdraw from such arrangement.

**Section 4.** The Union will have the right to solicit advertisements for its publications, in accordance with regulations, from persons or businesses which have no business or financial relationships with the Employer and which are not regulated by the Employer.

**Section 5.** The Union may place literature in individual slots/boxes of BUEs where they presently exist. The Employer will not be required to install any additional boxes and does not assume any responsibility for such Union literature. In areas where individual slots/boxes do not exist, appropriate officials of Management and the Union will establish a mutually acceptable means of distributing such literature.

**Section 6.** The Employer will allow the Union the use of the internal mail system (to include electronic mail) for communications on proper labor relations subjects between Union officers/representatives and BUEs as well as between the Union and the Employer.

## **ARTICLE 17 PARKING**

**Section 1.** The Employer will provide adequate employee parking accommodations. This space will be equitably administered among BUEs, excluding spaces reserved for handicapped, government vehicles, and visitors. All Employer/Union pairs will be afforded equivalent parking privileges.

## **ARTICLE 18 DUES WITHHOLDING**

**Section 1.** This Article constitutes a mutual understanding between the Parties of their respective responsibilities, and of procedures, conditions, and requirements for withholding and remitting the dues of certain employees who are members, in good standing, of the Union and who voluntarily authorize allotments from their compensation for this purpose.

**Section 2.** Any employee who is a member of the BU and who is a member, in good standing, of the Union may authorize an allotment of pay provided he/she regularly receives sufficient pay on the regularly scheduled paydays to cover the full amount of the allotment.

**Section 3.** The procedures and effective dates of authorization will be as follows:

- A. The Union agrees to inform each of its members in the BU of the voluntary nature of authorizing allotment of pay to cover dues and the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for exercising their prerogative of revoking such authorization at any time subject to the conditions of Section 5.d.
- B. The Union agrees to acquire and distribute, to its members in the BU, the prescribed authorization form and to receive completed forms from members who request allotments. Standard Form 1187 (SF 1187) is the only form which may be used for this purpose.
- C. The President, Executive Vice-President, or the Treasurer of the Union are designated to process completed authorization forms by completing Section "A" thereof. They are responsible for ascertaining that the forms are properly completed and that the employees are members in good standing of the Union. Certificated authorization forms will be submitted to the Payroll Liaison Staff, AMH-400, Shared Service Center, Mike Monroney Aeronautical Center, PO Box 25082, Oklahoma City, Oklahoma 73125. Documentation of receipt of SF 1187 forms will be provided to the Union by the Payroll Liaison Staff office.
- D. A properly completed and certified authorization will be effective at the beginning of the first pay period following receipt of the form by the Payroll

Liaison Staff, AMH-400, Shared Service Center, and will continue in effect until the allotment is changed or terminated in accordance with the provisions of Section 4 and 5.

- E. An SF 1187 which has not been properly completed or properly certified will not be accepted and will be returned to the employee by the Payroll Liaison Staff, AMH-400, Shared Service Center, within 10 workdays after receipt by the authorizing official with notice of the reasons why it has not been processed.

**Section 4.** The amount of dues to be withheld under this Article will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of regular dues has been changed as provided in the subsections. A deduction of regular dues will be made every pay period from the pay of an employee who has requested such allotment for dues.

- A. If the amount of regular dues is changed by the Union, the President of the Union will notify the Payroll Liaison Staff, AMH-400, Shared Service Center, and the Program Director, Office of Human Resource Management, AMH-1, that the amount of regular dues has changed and will certify as to the new rate and the effective date of the amended dues structure.
- B. The amended rate will be withheld effective the beginning of the pay period following receipt of the certification by the Payroll Liaison Staff, AMH-400, Shared Service Center, unless a later date is specified by the Union. A new SF 1187 is not required. Only one rate change may be made in any period of 12 consecutive months (i.e., 12 months must elapse between changes).

**Section 5.** The Program Director, Office of Financial and Budget Services, will authorize termination of an allotment:

- A. if the Union loses exclusive recognition for the BU or if this Agreement is suspended or terminated by appropriate authority outside the FAA. The termination will be effective the beginning of the first pay period following the effective date of the loss of recognition, or termination or suspension of this Article.
- B. when the employee is separated from the FAA, or promoted, transferred, or reassigned from the BU for which recognition has been granted. The allotment will be terminated at the end of the pay period in which the employee last served in a position covered by the BU or at the end of the payroll period in which the need for the termination is known by the Program Director, Office of Financial and Budget Services.
- C. when an employee is detailed or temporarily promoted out of the BU. Dues withholding will terminate at the beginning of the first pay period following the

effective date of the action. The Union President will be promptly notified by the Payroll Liaison Staff, AMH-400, Shared Service Center, when Union dues are terminated with an explanation of termination.

- D. upon receipt of notice from the Union that the employee is no longer a member in good standing. The allotment will be terminated at the beginning of the first pay period after receipt by the Payroll Liaison Staff, AMH-400, Shared Service Center, of notification by an authorized representative of the Union.
- E. when an employee who has authorized the withholding of Union dues requests revocation of such authorization by completion and submission of Standard Form 1188 (SF 1188) to the Payroll Liaison Staff, AMH-400, Shared Service Center, provided the employee has been on dues withholding for one (1) year. Upon receipt of a revocation form which has been properly completed and signed by the employee, the Payroll Liaison Staff office will discontinue the withholding of dues from the employee's pay, effective with the first full pay period beginning after the particular employee's anniversary date, provided the SF 1188 is received in the Payroll Liaison Staff office no later than the last work day of the pay period that includes the employee's anniversary date. The anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay. The Payroll Liaison Staff office will notify the Union by e-mail of all revocations and provide a copy of the SF 1188 at the time the revocation is made effective.

**Section 6.** Upon completion of each pay period, the Program Director, Office of Financial and Budget Services, will remit the amount due. The remittance will be payable to the Secretary or Treasurer of PAACE and transmitted to the address furnished by the Union.

- A. At the time of each remittance, the Secretary/Treasurer of the Union will be sent an electronic statement giving the following information:
  - 1. identification of office or facility;
  - 2. identification of the Union;
  - 3. names of members for whom deductions were made, in alphabetical order, and amount of each deduction;
  - 4. names of members for whom deductions previously authorized were not made, with coding to show the reason for non-deduction;
  - 5. names of new members for whom deductions are now being made;
  - 6. the total number of members for whom dues were withheld; and
  - 7. the amount remitted.

- B. The Union agrees to keep the Manager, Accounting Division, informed as to the current name, title, and address/e-mail of the Treasurer of the Union.

**Section 7.** The Parties to this Agreement agree that:

- A. any transaction made under the provisions of this Article will be at no cost to the Union or the employee.
- B. administrative errors in remittance payments will be corrected and adjusted pursuant to mutual agreement of the Parties on a case by case basis. Such adjustments will be made by the Parties in a timely manner.
- C. the Union will notify the Program Director, Office of Financial and Budget Services, within five (5) workdays when an employee with a current allotment authorization ceases to be a member in good standing.

**Section 8.** The Parties recognize that payment of Union dues is a personal obligation of the employee who has authorized dues withholding. In the event the withholding of an employee's Union dues is terminated or suspended due to the Employer's administrative error, the Employer will collect dues from the employee for the period during which no dues were withheld and will remit to the Union the amount collected from the employee.

**Section 9.** Union Benefits Plan. In the event the Union establishes any benefits plan, employee allotments of pay to a savings organization will be authorized to the limit specified by regulations of the Treasury Department, or of any other governing agency.

## **ARTICLE 19 JOB DOCUMENTATION**

**Section 1.** Each employee covered by this Agreement will be provided a Position Description (PD) which accurately reflects the description of duties for his/her position, including the career level definition. A PD will be provided to an employee normally within 30 days after the employee reports for duty in the position. If an employee believes that his/her PD is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union Representative. A dispute regarding the accuracy of an assessment of an employee's PD, as it relates to the career level definition, may be handled under Article 7 of this Agreement. Upon request all Employees covered by this Agreement will be provided a copy of said documentation within 90 days of the signing of this Agreement and a copy of each different PD will be given to the Union. Electronic copies are acceptable.

**Section 2.** The Employer will periodically review positions under his/her jurisdiction to insure accuracy of the PDs and immediately provide the union with documentation of the review.

**Section 3.** PDs and career level definitions are terms and conditions of employment. Prior to implementing any change in the PD or career level definitions, the parties will enter into negotiations concerning said changes. All changes to the PDs or career level definitions of BUEs will be forwarded to the Union before implementation.

**Section 4.** When it becomes necessary to assign duties that are not reasonably related to the employee's official PD and that are of a recurring nature, the PD will be amended to reflect such duties.

## **ARTICLE 20 PERFORMANCE APPRAISAL**

**Section 1.** Annual performance appraisals will be made under provisions of applicable law and Agency directives. A copy of the completed appraisal, with the Performance Plan attached, will be given to the employee at the completion of the appraisal interview. At any time the Agency adopts a new Performance Planning and Recognition System (PPRS), this Article will be reopened.

**Section 2.** The first-line supervisor, except when the supervisor/employee relationship has been in effect less than 90 days and it is not feasible to extend the rating period, will provide an appraisal for members of the BU. Appraisals are subject to review by the appropriate review official in accordance with Agency directives.

**Section 3.** Performance Plans (outcomes and expectations) will be established by the Employer, with input from the employee. These plans will be established within 30 days of the beginning of the performance cycle and will be considered the plan of record. These plans will be consistent with the PD and career level definitions, organizational goals, and work assigned for the appraisal period.

**Section 4.** Annual performance appraisals will be recorded on the forms provided by the Employer for that purpose.

**Section 5.** Performance plans will be applied to individual employees in a fair and just manner.

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

**Section 7.** If, at any point during the performance period, the first line supervisor determines that an employee is not meeting a critical performance outcome (or expectation), the supervisor will counsel the employee in writing. The Supervisor will provide counseling, in writing, on the performance outcome (or expectation) in which improvement must be made, this includes but is not limited to:

- A. comparing the demonstrated outcome (or expectation) against the agreed upon performance plan;
- B. identifying (and making available) assistance required to perform at the expected level;
- C. providing the employee a reasonable opportunity to demonstrate acceptable performance.

**Section 8.** A reasonable opportunity to perform will, in no case, be less than 90 days and will be considered as a formal Opportunity to Demonstrate Performance (ODP). The supervisor will write a plan which identifies what the employee must do to improve his/her performance to be retained in the job and what the Employer will do to assist the employee.

**Section 9.** Approximately every 30 days during the 90 day period, the supervisor will provide the employee with written review identifying the employee's progress and any areas still needing improvement. Additionally, the supervisor will include specific recommendations of methods and means of improving that the employee may use to attain the acceptable level of performance.

**Section 10.** A non-probationary employee whose demotion or removal is proposed because of the Employer's determination of unacceptable performance is entitled to:

- A. 30 days advance written notice of the proposed action identifying specific instances, in detail, of documented, unacceptable performance, and the critical performance outcomes (or expectations) of the employee's performance plan involved in each instance. No reference may be made to any alleged instance of unacceptable performance more than one (1) year prior to the notice;
- B. representation by a representative of the employee's choice;
- C. a reasonable time (not less than 15 calendar days) to respond to the proposal in writing, and an oral presentation may be requested;
- D. request an extension of the response period, which may be granted for good cause shown;
- E. a final decision in writing within 30 days of the expiration of the notice period; and

- F. if the final decision is to sustain the proposed action, the decision letter must specify the instances of unacceptable performance on which it is based. A management representative who is in a higher position than the management representative who proposed the action must concur with the decision.

**Section 11.** If, because of performance improvements by the employee during the notice period, the employee is not demoted or removed and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice, any entry or other notation of the unacceptable performance for which the action was proposed will be removed from any record relating to the employee.

**Section 12.** Employees will be rated only on those outcomes and expectations of the performance plan of record in which they had an opportunity to demonstrate performance. In those instances where an employee is not provided an opportunity to demonstrate performance in a specific outcome or expectation, he/she will not be rated on that outcome or expectation.

**Section 13.** When an appraisal of supervisory potential is used as part of the Merit Promotion Program, employees will be allowed to review the form containing the appraisal of their supervisory potential and the supervisor will discuss the appraisal with the employee. These discussions will be held with the employee at the time such appraisal of supervisory potential is completed or revised.

**Section 14.** A written performance plan containing at least one critical outcome and expectation that addresses operational requirements of the position will be established for, and communicated to, each employee. Critical Outcomes must only be assignments (or responsibilities) of such importance that unacceptable performance in that outcome would result in a determination that the employee's overall performance is unacceptable. It must describe work assignments and responsibilities which are within the employee's control.

## **ARTICLE 21 PERFORMANCE AWARDS AND RECOGNITION**

**Section 1.** The Employer agrees that performance awards and recognition (cash or honorary) are based entirely upon job performance and/or for contributions resulting in benefits or savings to the Government. This program will not be used to discriminate against employees or to effect favoritism. Awards and recognition will be administered in accordance with the Agency's Performance Planning and Recognition System.

**Section 2.** By October 31, of each year, the Employer will provide the Union with an electronic list showing the name of all Academy Employees who received formal awards during the preceding year, and the type of awards received. The Employer will include the total amount spent on monetary awards for the BU and the remainder of the FAA Academy.



**Section 3.** Prior to making changes in the FAA Recognition Program affecting employees covered by this Agreement, the Employer will notify the Union. If the Union requests, the Parties will meet, thoroughly discuss the proposed changes and attempt to reach a joint recommendation.

## **ARTICLE 22 ORGANIZATION AND EMPLOYEE PERFORMANCE**

**Section 1.** The Employer and the Union both recognize the importance of individual employee and team performance in meeting Academy strategic goals and objectives. It is also mutually recognized that organizational performance must be accurately measured and reviewed on an on-going basis and that individual performance must be linked to organizational performance measures. It is therefore agreed that individual and/or team performance standards may be established that specify quantifiable performance objectives. Specific individual and/or team performance measures may be established, representing areas such as, but not limited to:

- A. training quality and outcomes from various sources including end of course and post training evaluation information;
- B. the cost of training services and cost reduction goals;
- C. response and training development time; and
- D. labor hour utilization, e.g., ratio of contact, preparation, and revision, and development compared to other activities.

**Section 2.** Objective information required to monitor progress with respect to performance measures will be developed and maintained by the Academy Superintendent's staff organization and made available to Divisions and the Union as necessary.

**Section 3.** Employee and team performance will be appropriately recognized when meeting or exceeding performance measures. Likewise, performance that falls short of stated performance measures will be handled through positive and progressive approaches.

## **ARTICLE 23 INDIVIDUAL AND TEAM EFFICIENCY INCENTIVES**

**Section 1.** Within 120 days after the signing of this Agreement, the Parties will convene a work group for the purpose of further defining methods and procedures for recognizing and rewarding employees whose contributions result in cost savings or efficiency improvements for the Agency and/or the Agency's customers, such as gain sharing.

**Section 2.** The scope of the work-group will include, but not be limited to:

- A. development of a process for the identification of cost savings and efficiency improvements;
- B. a means for identification of ideas to the appropriate Agency official;
- C. a method of verification and validation of the ideas or suggestions; and
- D. a system of rewards for the employee(s) or group(s)/team(s) involved.

**Section 3.** The work group will be comprised of two members of Management and two Union Representatives as determined by the Parties. Outside participants may be invited by mutual agreement of the Parties. All Union participants in the work group will be on duty time, and afforded travel and per diem, if applicable.

## **ARTICLE 24 QUALIFICATION STANDARDS**

**Section 1.** The Parties recognize that qualification standards for employment are established by the Office of Personnel Management. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Employer will notify the Union and enter into collective bargaining negotiation concerning the reasonableness and applicability of the qualification standards and the impact of any changes to said standards.

## **ARTICLE 25 ELECTRONIC OFFICIAL PERSONNEL FOLDER**

**Section 1.** Material placed in an employee's official personnel folder will be of an official nature only as defined in the Federal Personnel Manual, and will bear the name of the person originating the material. The employee may be given copies of all FAA-initiated material to which he/she is permitted access by law or Office of Personnel Management regulation which is placed in his/her Electronic Official Personnel Folder (eOPF) subsequent to the effective date of this Agreement.

**Section 2.** There will be maintained one Official Personnel Folder only for each BUE. The eOPF will be maintained electronically by the Office of Human Resource Management.

**Section 3.** An employee or, upon request, his/her designated representative, will be afforded reasonable access to the employee's eOPF and the material therein, except that material restricted by law or Office of Personnel Management regulation.

**Section 4.** Access to an employee's eOPF will be granted to other persons only as authorized by law or Office of Personnel Management regulation.

**Section 5.** An employee who, pursuant to Office of Personnel Management regulations, attempts unsuccessfully to correct or amend a record contained in his/her eOPF, may have a statement of disagreement placed in his/her folder. In addition, any dispute over the propriety of the placement of the record into the folder or the contents of the record will be subject to the grievance and arbitration provisions of this contract.

## **ARTICLE 26 EMPLOYEE DEVELOPMENT**

**Section 1.** The Parties agree that it is the Employer's responsibility to give employees the training and development that is mandatory for their job assignments. Ultimately, it is the employee's responsibility for seeking and completing self-development initiatives such as higher education and new or enhanced skills.

**Section 2.** The Parties agree that it is the Employer's responsibility to create a work environment that enables and encourages employees to seek and act upon self-development opportunities. To the extent possible, some of the areas that managers and supervisors may consider when looking for ways to support all employees in self-development initiatives are:

- A. providing flexible work schedules to include modified work schedules, duty time for training directly related to job skills, and AWS to support education and training needs (where appropriate and does not interfere with mission requirements and customer support);
- B. encouraging and supporting alternative methods for training including web based training. Counseling and support for career plans include development of Individual Development Plans (IDPs);
- C. supporting employee requests for detail assignments and temporary promotions to diversify their experience (where appropriate, does not interfere with mission requirements or customer support, and as budgetary considerations will allow);
- D. placing a priority for locally arranged training course in the face of budget cuts in other areas;
- E. giving employees a chance to use new skills, acquired through self-development actions, on the job; and
- F. recognizing employees that initiate and complete self-development actions.

**Section 3.** Employees may participate, on their own time, in educational and training programs directly related to the improvement of their job performance within their occupation or profession. The Government Employees Training Act may authorize reimbursement for tuition and related costs. Requests for approval must be submitted through the first line supervisor, in accordance with Academy policy, in advance to permit final determination to be made prior to enrollment. Approval will not be given on a retroactive basis and is dependent on the availability of funds.

**Section 4.** All learning and development activities will be conducted in accordance with sound learning and development practices and FAA Personnel Management Systems, Chapter IV, Training. All training and development activities are dependent on the availability of funds.

**Section 5.** Employees will be allowed the use of government computers to take government on-line training programs which are beneficial for the Agency and approved by Management. Participation in this training may be scheduled during duty hours if no operational impact results. This training includes, but is not limited to FAA Web Based Training.

## **ARTICLE 27 TRAINING FOR CLASSROOM INSTRUCTION CERTIFICATION**

**Section 1.** The Parties recognize that, for the purpose of this Article, the course numbers and titles may be substituted or replaced as appropriate.

**Section 2.** Completion of Course 10520 (Basic Instructor Training) is required prior to instructing in the classroom as a full-time FAA Academy Instructor. The Division Manager, in instances where the employee has specific training delivery experience or other training that would adequately prepare the employee for instructional duties, may waive this requirement in writing.

**Section 3.** If there is more than a two (2) year gap between completion of Course 10520 and being assigned to instruct at the FAA Academy, completion of Course 10526 (Instructor Effectiveness Training) or Course 10501 (Facility Instructor Training) may be required prior to instructing.

**Section 4.** Within the first three (3) years at the FAA Academy, the individual will be afforded the opportunity to complete Course 10529 (Sharing Instructor Techniques) and either Course 10512 (Curriculum Development) or Course 10513 (Instructional Testing).

**Section 5.** Within the fourth or fifth year at the FAA Academy, the individual will complete at least one instructor delivery or development course, seminar or workshop, which could include but is not limited to:

A. FAA Academy Training:

1. Interactive Video Teletraining Skills

B. Center for Management and Executive Leadership:

1. Facilitator Training

C. Other:

1. Marketing Your Training Internationally
2. Project Management for Trainers
3. The Successful Training Manager
4. Designing Computer Based Instruction
5. On-The-Job Training (OJT) Techniques

**Section 6.** Procedures will be established by the Academy Superintendent's Office, which may be in the form of an Academy Work Instruction, for ensuring instructors receive progressive preparation prior to instruction. This includes sufficient exposure to the curricula, training materials, and requisite technical expertise prior to assuming classroom instructor duties.

**Section 7.** A checklist will be maintained, by the first level supervisor for each instructor, by block of instruction, as opposed to by course, showing:

- A. course name & number;
- B. block of instruction;
- C. instructor name;
- D. familiarity with lesson plans;
- E. date attended block of instruction as a student and/or date monitored block of instruction as an instructor;
- F. date taught block of instruction; and
- G. date proficient in block of instruction

**Section 8.** It is understood that after a period of time, proficiency may be lost and must be reacquired by preparation and often times monitoring. Each Division will determine and document this using the checklist in Section 7.

**Section 9.** There will be instances when an instructor does not require progressive preparation before teaching a Block of Instruction. These instances must meet the following criteria:

- A. Instructor has attended the entire course as a student (per personnel training records); or
- B. Instructor has been afforded the opportunity to monitor the entire course as an instructor.

**Section 10.** Instructors may agree to waive progressive preparation if the Supervisor has determined that there will be no loss of quality in instruction.

## **ARTICLE 28 INSTRUCTOR IMPROVEMENT**

**Section 1.** Upon Instructor's request, Instructor monitoring may be conducted by Training Services Support Division (AMA-20) personnel for the purpose of improving instructional delivery. In addition, Management can suggest, to the instructor, a monitor from AMA-20. In either case, the feedback resulting from this effort will be confidential between the instructor and AMA-20 personnel. AMA-20 will send out a semi-annual notice to all instructors reminding them of the service available from AMA-20.

**Section 2.** Instructor evaluation by Management will be conducted to ensure technical compliance and quality assurance on a semi-annual basis for each instructor. If, during the evaluation, the Manager discovers deficiencies in training delivery, a monitor from AMA-20 personnel may be required. At least one (1) day of advance notice will be given when an AMA-20 monitor is assigned. The Employee will be made aware of his/her deficiencies at the time of the advance notice.

**Section 3.** Opportunities for instructor enrichment will be made available on an annual basis. Instructors may attend one in-service workshop, either conducted or organized by AMA-20 personnel. These workshops will be designed to enhance instructor delivery techniques as well as other classroom dynamics. Managers will help arrange teaching schedules to accommodate workshop attendance. Offering of these workshops will be contingent on available resources. These workshops can be used to satisfy instructor delivery requirements identified for the fourth or fifth year.

## **ARTICLE 29 INSTRUCTOR CROSS UTILIZATION (CROSS-TRAINING)**

**Section 1.** Cross Utilization. To ensure sufficient resources are available to perform our mission and to maximize the effective use of our existing human resources.

**Section 2.** Cross-Training. A list will be established of those individuals who would like to cross train into different areas of expertise within their Division. Each Division will maintain its own pool, the mechanics of which will be specific to each Division's requirements. Resource deficiencies in specialized areas will require cross-training assignments by Management.

**Section 3.** Documentation. There are several options for documenting when an instructor teaches curriculum or performs other duties that are outside the instructor's assigned Section, Branch or Division. Each Division will maintain documentation such as:

- A. Training Record, Form 3120-1;
- B. a record containing:
  - 1. Course Number
  - 2. Course Title
  - 3. subject matter
  - 4. Date Instruction occurred;
- C. a record containing:
  - 1. details of other duty
  - 2. date the duty was performed;
- D. Letter(s) of Appreciation;
- E. Letter(s) of Commendation.

## **ARTICLE 30 FAMILIARIZATION AND FLIGHT DECK TRAINING (FDT)**

**Section 1.** The Parties agree to adopt JO 3120.29 Flight Deck Training Program (FDT) as the Academy Flight Deck Training policy.

**Section 2.** Familiarization trips, on duty time, by employees to visit ATC facilities will be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips will be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose.

## **ARTICLE 31 TECHNICAL CURRENCY TRAINING**

**Section 1.** It is the intent of the FAA Academy to program and schedule periodic field refresher training for its instructor personnel, where appropriate, to maintain their technical skills and to maintain required currency for the instructional position they now occupy. Familiarization trips for instructors may be required by the Academy, or may be requested by the instructor. Approval of requests will be subject to operational staffing or available resources.

## **ARTICLE 32 HOURS OF WORK**

**Section 1.** The basic workday will consist of eight (8) hours duty time and the basic workweek will consist of five (5) consecutive days. Workweek and hours of duty will be administered in accordance with applicable laws, regulations, and policies.

**Section 2.** Alternate Work Schedules (AWS) will be authorized in accordance with HRPM Leave and Work Schedule (LWS) 8.15, Alternate Work Schedule (AWS), HROI Compressed Work Schedules (CWS), and HROI Flexible Work Schedule (FWS) all dated May 4, 2005. Where provisions of this Agreement differ from the referenced documents, this Agreement will take precedence.

**Section 3.** Employees will record their time and attendance using CASTLE. CASTLE time logs will be posted by employees for electronic submission to the time and attendance clerks.

**Section 4.** Requests from individuals for an Alternate Work Schedule, or a change in type of Alternate Work Schedule will be submitted through government e-mail. Requests to work an AWS will normally be approved if operational/administrative requirements permit and no additional premium pay is incurred. The request will be received at least one (1) pay period before the requested change. Exceptions to this requirement may be made if the manager deems the request to be advantageous to the government. If the request is denied, the employee will be notified in writing with justification. Employees will be given at least one (1) full pay period advance notice prior to discontinuing an approved tour of duty, except in those cases where operational requirements or increased costs do not permit such notice. The Employer retains the prerogative to discontinue AWS for any employee with cause in accordance with Section 12 of this Article.



**Section 5.** Alternate Work Schedule (AWS) is normally only available to employees working a day shift between the hours of 6:00 a.m. and 6:00 p.m. Employees may request to work an AWS if their assigned shift falls outside of the normal day shift range. Request to work an AWS for other than day shift may be approved if operational/administrative requirements permit and no additional premium pay is incurred. Individual requests will be submitted through government e-mail and should include the requested work schedule, length of time they wish to work the AWS (must be a minimum of one pay period), and reason for the request.

**Section 6.** Tour of Duty

A. Day Shift

Core Hours – 9:30 AM to 2:30 PM

Flexible Time Bands – 6:00 AM to 8:30 AM and 2:30 PM to 6:00 PM

Lunch – 11:00 AM to 1:00 PM, unpaid 30 minutes minimum, two (2) hours maximum.

B. Evening Shift (2<sup>nd</sup> Shift)

Core Hours – 4:30 PM to 10:00 PM

Flexible Time Bands – 2:30 PM to 4:30 PM and 10:00 PM to 1:00 AM

Lunch – 5:30 PM to 7:30 PM, unpaid 30 minutes minimum, two (2) hours maximum.

**Section 7.** Although the Flexible Time Band for evening shift extends to 1:00 AM, Managers will not approve a schedule that includes an employee working normal hours past 12:00 AM, since this incurs additional premium pay. Managers may approve credit hours for the 12:00 AM to 1:00 AM time frame.

**Section 8.** Requests from individuals to change scheduled starting or stopping hours, within the established hours of duty, will be submitted through government e-mail. Changes in scheduled hours will normally be approved if operational/administrative requirements permit and no additional premium pay is incurred. The request will be received at least one (1) pay period before the requested change. A supervisor may require notification from individuals working on approved AWS maxi-flex schedules if their starting or ending time will deviate from their pre-approved schedule.

**Section 9.** Requests from individuals working an approved AWS compressed workweek schedule to change scheduled RDO's will be submitted through government e-mail. The request will be received at least one (1) pay period before the requested change.

**Section 10.** An employee may request to alter an AWS for hardship reasons. The reasons will be submitted through government e-mail to the Employer. Altering an AWS for hardship reasons will be based on the merits of each case, and if found acceptable by the Employer, employees will be accommodated as soon as operational and scheduling requirements permit.

**Section 11.** Requests to earn or use credit hours from individuals working an approved AWS schedule will be submitted and approved in advance through CASTLE.

**Section 12.** If the Employer demonstrates that an AWS for an individual employee:

- A. interferes with the accomplishment of the mission;
- B. causes additional costs; or
- C. impacts services to the customer;

the Employer may terminate the schedule. If the Employer seeks to terminate AWS at the Academy level it will follow applicable sections of 5 USC.

**Section 13.** The Employer will not require employees to work additional hours or days for credit hours.

**Section 14.** Credit hours must be earned prior to their use. Procedures for approving the use of earned credit hours will be the same as those for approving annual leave requests, Article 38. When requested in advance, the employee may substitute credit hours for approved annual leave.

**Section 15.** Employees may accrue and carry over credit hours in accordance with HRPM LWS 8.15, Alternative Work Schedules dated 05/04/2005.

## **ARTICLE 33 SHIFT WORK AND ASSIGNMENTS**

**Section 1.** Basic shift schedules will be developed in consultation between the Employer and the Union. Assignments of individual employees to a shift are not considered as changes in the basic shift schedule. The basic shift schedule will not be changed without prior consultation with the Union.

**Section 2.** Employees will be notified at least seven (7) days in advance of assignment or change(s) in assignment to the shift schedule, except in those cases where operational requirements beyond the control of the FAA do not permit such notice. Nothing will prohibit the employee from requesting a reduction in the advance notice.

**Section 3.** The Employer should approve the exchange of shift by equally qualified employees, if mutually agreed to by the employees involved, and if the exchange would not adversely affect the mission of the Academy, and provided that changes do not result in overtime or violation of the basic workweek.

**Section 4.** In the event that the scheduled Instructor cannot deliver a scheduled resident class, and another instructor must teach the class, the Employer will provide reasonable notice consistent with operating requirements. In the event that an Employee is at work and notified that he/she will be needed to cover another shift that day he/she will be given the option to remain on his/her current shift that day and fill the void on overtime or leave and return for the required shift that day. Every effort to cover the shift will be exhausted prior to canceling previously approved leave.

## **ARTICLE 34 OVERTIME**

**Section 1.** Employees who work approved overtime will be compensated at true time and a half base pay rate.

**Section 2.** Overtime will be offered to employees based on their seniority. The Employer agrees to make a reasonable effort, based on seniority, to distribute overtime equitably among qualified and available employees, consistent with the specialized skills and abilities necessary for the work to be performed. Adequate records of overtime will be maintained by the Employer and will be available to the Union upon request.

**Section 3.** In the assignment of overtime, the Employer agrees to provide an employee with as much advance notice as the situation permits. If no senior employee desires to accept the overtime assignment, the overtime will be assigned to the most junior employee. Consideration will be given to the workload involved and the ready availability of other qualified employees willing to accept the assignment.

## **ARTICLE 35 TELEWORK**

**Section 1.** The Academy will administer telework in accordance with Human Resources Policy Manual (HRPM) Volume 12: Work Life and Benefits, WLB-12.3 FAA Telework Program dated September 07, 2010.

**Section 2.** Management will, on an annual basis, provide the union a report of formal requests for telework including approvals and rejections.

## **ARTICLE 36 PART-TIME EMPLOYMENT**

**Section 1.** Part-time career employment can help employees balance personal needs with their professional responsibilities. It is the intent of the Employer to make part-time career employment opportunities available consistent with the Employer's resource and operational requirements. Denial of requests for part-time employment will be discussed with the employees, and they will be provided specific written reasons for the denial.

**Section 2.** While the Union recognizes the statutory rights of the Employer with respect to the establishment of permanent part-time positions, such positions have not previously existed. Should the Agency make the determination to establish part-time positions as a condition of employment, this determination will form the basis for negotiations.

**Section 3.** Except as provided below:

- A. the tour of duty for a part-time employee will be no less than 16 and no more than 32 hours per week;
- B. the tour of duty for a part-time employee on an AWS may be set on the basis of 32 to 64 hours per pay period;
- C. a part-time employee's tour of duty will be scheduled in CASTLE.

**Section 4.** An increase of a part-time employee's tour of duty above 32 hours per week or 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 5.** The Employer will not abolish any position occupied by an employee in order to make the duties of such a position available to be performed on a part-time career employment basis. This Section does not preclude the Employer from permitting a full-time employee from voluntarily changing to a part-time work schedule.

**Section 6.** Any person who is employed on a full-time basis will not be required to accept part-time employment as a condition of continued employment.

**Section 7.** A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, and time-in-grade restrictions on advancement.

**Section 8.** A part-time employee will accrue leave for each year of service in accordance with Articles 38 and 39 of this Agreement on a pro-rated basis.

**Section 9.** If a holiday falls on a day part-time employees are scheduled to work and employees do not work, they are paid at their basic rates of pay for the numbers of hours scheduled for that day. Conversely, if a holiday falls on a day part-time employees are not scheduled to work, the employees are not entitled to compensation. If the employees work during their scheduled hours on a holiday, they are entitled to holiday premium pay for those hours scheduled.

**Section 10.** Before an employee is assigned to a part-time position, the Employer will brief the employee on the impact of this assignment on the following: retirement, reduction-in-force, health and life insurance, promotion, and increases in pay.

**Section 11.** The Parties recognize that conversion of full-time to part-time positions may require a duty to bargain. Therefore the Parties agree to confer at the appropriate level prior to such conversion.

**Section 12.** Payment of overtime for part-time employees is authorized when the hours of work exceed 40 hours per work week, or eight (8) hours per day unless an AWS provides otherwise.

**Section 13.** Part-time employees will be paid appropriate premium pay and differentials for hours worked.

**Section 14.** In administering any personnel ceiling applicable to the Agency, an employee employed on a part-time career employment basis will be counted as a fraction which is determined by dividing 40 hours into the average number of hours of such employee's regularly scheduled work week, unless directed by the U.S. Congress or OMB.

## **ARTICLE 37 ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES**

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

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

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

## **ARTICLE 38 ANNUAL LEAVE**

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

- A. less than three (3) years of service earn four (4) hours of leave each full biweekly pay period (annual accrual of 104 hours [13 days]).
- B. three (3) or more, but less than 15 years of service earn six (6) hours each of the first 25 full biweekly pay periods and ten hours for the last full biweekly pay period (annual accrual of 160 hours [20 days]).

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

**Section 2.** The use of annual leave is the right of the employee subject to the approval of the supervisor. Annual leave must be scheduled and approved in advance except in case of emergency. The supervisor's decision to approve or disapprove requests for annual leave will involve consideration of employee's personal needs and current and anticipated workload.

**Section 3.** Each year Employees, who so request, will be granted a minimum of two (2) consecutive weeks of annual leave for vacation purposes during the period of their choice, unless operational requirements prohibit. Reasonable attempts will be made to satisfy the desires of employees for longer periods of annual leave. A leave schedule must be completed not later than March 1 of each year and will be available for review by the employees involved. The leave schedule will not be changed except in extraordinary situations or at the request of the employee. Any change due to extraordinary situations will be made only after discussion with the affected employees and appropriate Union Representatives. When the Employer agrees that employees are similarly qualified, they may exchange vacation periods.

**Section 4.** In the event of a conflict of scheduled annual leave requests for vacation purposes among BUEs of equal qualifications, determination will be made by seniority in accordance with Article 11 of this Agreement.

**Section 5.** Annual leave requested for any period during the current day, for the shift being worked, will normally be approved/disapproved within four (4) hours of notification. Leave requests for future dates, made in CASTLE, will normally be approved or disapproved before close of business the following day in CASTLE. Approval or disapproval will not be subject to conditional circumstances. Leave requests will be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave will be approved in the order that the request was received.

**Section 6.** If workload necessitates changes in approved scheduled leave, the supervisor will notify the affected employee(s) at such time as situations develop and will discuss the reason for the change. Primary consideration will be given to seniority and requisite skills required when changing scheduled leave. If such a schedule change causes an irreconcilable expense or hardship to the Employee, the Academy Superintendent, in consultation with the Union President, will review the facts prior to cancellation.

**Section 7.** Employees may be authorized the use of the leave that they are entitled to earn within a leave year at any time during that leave year. It is agreed that employees will not be required to schedule all of their use or lose annual leave. However, the Parties recognize that management of annual leave to avoid forfeiture is a responsibility shared by employees and their supervisors. All use or lose annual leave must be requested and approved in writing before the start of the third bi-weekly pay period prior to the end of the leave year to be considered for restoration.

**Section 8.** Accrued annual leave may be carried over to the next leave year in accordance with applicable laws and regulations but will not be limited to less than 240 hours. All annual leave scheduled and forfeited because of exigencies of the public business, sickness, or administrative error may be restored under the conditions outlined in HROI Restoration of Annual Leave dated May 04, 2005. Requests for restoration of forfeited annual leave will be initiated by the employee.

**Section 9.** Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within one (1) hour after the start of the shift. Employees should request emergency annual leave by contacting their immediate supervisor, or other persons designated by Management to receive such requests, as soon as possible after the start of their regular shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message.

**Section 10.** Request for annual leave to observe the Sabbath, a special religious holiday, or employee's birthday will be granted if operational requirements permit.

**Section 11.** For this Article, in determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332 and 8411.

**Section 12.** Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63 and the associated regulations in 5 CFR.

## **ARTICLE 39 SICK LEAVE**

**Section 1.** Employees earn and are granted sick leave in accordance with Agency guidelines and this Article at a rate of four (4) hours for each full bi-weekly pay period. There will be no maximum to the amount of sick leave that may be accrued.

**Section 2.** Sick leave will be approved for an employee who is incapacitated for the performance of his/her duties. Under circumstances involving a contagious disease which requires restriction of movement, isolation, or quarantine of a member of an employee's immediate family, for a specified period, as prescribed by the public health authorities having jurisdiction, sick leave is warranted if the employee is required to care for the patient or his/her presence at work might endanger the health of his/her co-workers. Unless prohibited by operational requirements, sick leave for routine medical, dental or optical examination or treatment will be granted provided it is requested in advance. Requests for unanticipated sick leave will be made as soon as possible, prior to the scheduled starting time of the employee's shift. However, if the degree of illness or injury prevents such notification, the employee will notify the Employer as soon as possible. In cases of extended absences, and when an employee provides the Employer with a tentative return to work date, he/she will only be required to notify the Employer on the first day of each occurrence of illness and will not be required to call in on a daily basis, unless specifically required by the Employer.

**Section 3.** Employees will not be required to furnish a medical statement to substantiate a request for sick leave of three (3) days or less. An employee will be required to furnish a medical statement for absences of more than three (3) workdays, except that this requirement may be waived by the Employer in individual cases. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement may be accepted as supporting evidence by the supervisor.

**Section 4.** An employee should request sick leave by contacting his/her immediate supervisor or designee, by telephone as soon as possible after the start of his/her regular shift. The employee will also give the anticipated date of return to duty. If the supervisor and the designee are unavailable to accept the phone call, the employee will leave a message. Under normal circumstances, this request will be made by telephone within one (1) hour after the shift begins. Approval of sick leave for prearranged medical appointments will normally be secured from the Employer in advance of the absence by submitting a request in CASTLE.

**Section 5.** The number of hours of sick leave used will not, in and of itself, constitute just and sufficient cause for sick leave counseling.



**Section 6.** In individual cases, where there is cause to believe an employee may be abusing sick leave, the employee will be given advance written notice, indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical statement for each subsequent absence. When it has been determined by the Employer that the requirement is no longer necessary, the employee will be notified in writing, the previous notice(s) will be removed from the records and all copies will be returned to the employee.

**Section 7.** An Employee, released from duty because of illness, will not be required to furnish a medical statement for that day.

**Section 8.** Whenever an employee's request for sick leave is disapproved, he/she will be given a written reason, if requested.

**Section 9.** Records of employee sick leave balances will be restricted to those with a need to know. The Employer will not publicly post individual sick leave records.

**Section 10.** Each employee may be granted an advance of up to 30 days sick leave, for serious disability or ailment, except when:

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

**Section 11.** Employees may be requested to exit the facility through the Occupational Health Division. An employee who is released from duty on advice of the Occupational Health Division will not be required to furnish a medical statement to substantiate sick leave for the day he/she was released from duty.

**Section 12.** When immediate medical treatment is necessary for an employee who becomes seriously ill or injured at work and the employee is unable to transport him/herself, the Employer will arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Employer will notify the employee's family or designated party of the occurrence and location of the employee.

**Section 13.** When an employee is unable to do so because of serious injury, incapacitation or illness, the Employer will make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

**Section 14.** Unused sick leave will be used in the calculation of an employee's or survivor's annuity based on retirement with an immediate annuity or on a death in service. For employees covered by the Civil Service Retirement System (CSRS), credit toward the annuity computation will be based on the full sick leave balance at retirement or death. For employees covered by the Federal Employees Retirement System (FERS), credit toward the annuity computation will be based upon a percentage of the sick leave balance at retirement or death, depending on the date the entitlement to the annuity began:

- A. 50 percent in the case of an annuity entitlement based on a separation from service from October 28, 2009, through December 31, 2013; and
- B. 100 percent in the case of an annuity entitlement based on a separation from service occurring on or after January 1, 2014.

**Section 15.** Federal Employees Family Friendly Leave Act (FEFFLA). Employees may use sick leave for family care or family bereavement purposes in accordance with the FEFFLA, effective December 2, 1994. Employees may use up to 40 hours of earned sick leave each year for these purposes, and if necessary, to use an additional 64 hours of earned sick leave, as long as they maintain a balance of 80 hours in their sick leave account. Employees may use sick leave within the same parameters that they are allowed to use sick leave for themselves. In addition, effective September 30, 1994, employees also may use sick leave for purposes related to the adoption of a child, such as travel, court appearances, and appointments with adoption agencies, social workers, and attorneys.

## **ARTICLE 40 FAMILY AND MEDICAL LEAVE**

**Section 1.** The Parties agree that requests for leave under the Family and Medical Leave Act of 1993, and the Expanded Family and Medical Leave Policy dated April 11, 1997, will be processed in accordance with the Act and governing rules and regulations.

**Section 2.** The Family and Medical Leave Act (FMLA) of 1993, provided eligible employees an entitlement to 12 workweeks of unpaid leave (LWOP) during any 12-month period for one or more of the following reasons:

- A. the birth and care of a son or daughter of the employee;
- B. the placement of a son or daughter with employee for adoption or foster care;
- C. to care for spouse, son, daughter, or parent with a serious health condition; or
- D. for the serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

**Section 3.** The Expanded Family and Medical Leave Policy dated April 11, 1997, provided for approval of 24 hours of LWOP during any 12-month period to fulfill certain family obligations. These include participation in school activities directly related to the educational advancement of a child; accompany children to routine medical and dental examinations; and tend to the needs of older relatives.

**Section 4.** An employee may choose to substitute annual or sick leave, or advance annual or sick leave, consistent with existing regulations, for any part of the above FMLA entitlements.

## **ARTICLE 41 PRENATAL/INFANT CARE**

**Section 1.** When employees request, they will receive an uninterrupted period of leave for up to six (6) months for prenatal/infant care needs, in accordance with the Family and Medical Leave Act of 1993, and the Expanded Sick Leave Policy dated June 20, 2000.

**Section 2.** Subject to operational requirements, employees may be approved for prenatal/infant care leave for an additional three (3) months. Except as provided for in the "Family and Medical Leave Act of 1993", employees on prenatal/infant care leave under this Section are subject to recall to duty with 21 days notice, when unforeseen operational requirements necessitate a return to duty.

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

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

**Section 5.** To the extent operational requirements permit, employees may be allowed to work part-time to accommodate prenatal/infant care needs.

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

## **ARTICLE 42 LEAVE FOR SPECIAL CIRCUMSTANCES**

**Section 1.** Employees may, under certain circumstances, be excused from duty without charge to leave or loss of pay. This type of absence results from an administrative determination that the circumstances surrounding the absence are such that employees should not lose pay or leave. Specific examples are provided below as well as in FAA HRPM Volume LWS-8.8 dated August 04, 2009.

**Section 2.** Employees who wish to serve as bone-marrow or organ donors are entitled to up to seven days paid leave each year. This leave is in addition to any other type of regular leave the employee may need to use (e.g., sick, annual, family-medical leave). The length of absence will depend upon the specific medical circumstances of each case.

**Section 3.** Upon request, employees may be granted up to four (4) hours of excused absence, without charge to annual or sick leave, in connection with each blood donation. Employees must request excused absence for this purpose and obtain approval. Such requests will be subject to the operational requirements of the organization.

- A. Excused absence for blood donation is for the sole purpose of traveling to and from the site where blood will be donated, clinical time for the extraction of the blood, and recuperation or recovery time required as a result of donating blood. Recuperation time will be taken immediately following the blood donation.
- B. Upon return to work, employees must furnish documentation, signed by an official of the institution receiving the donation, which reflects the date, time, and location of the donation.
- C. Excused absence for this purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence, therefore any time off work must be charged to annual leave or leave without pay.
- D. Normally, employees who are unable to donate blood will return to their worksite immediately.

**Section 4.** In the event of a death in the employee's immediate family, annual leave, sick leave, compensatory leave, credit leave, or LWOP will be granted. The amount of leave will depend upon the circumstances in each individual case with a minimum of 10 days approved. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee or spouse, father-in-law, mother-in-law, and relatives permanently residing in the employee's household or with whom the employee permanently resides. Sick leave used for this purpose will be in accordance with Article 39, Section 2.

**Section 5.** The Parties agree that employee requests for LWOP will be considered in accordance with FAA HRPM Volume LWS-8.8 dated August 04, 2009.

## **ARTICLE 43 JURY DUTY AND COURT LEAVE**

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

**Section 2.** If the employee's regularly scheduled tour of duty for the period covered by court leave includes any overtime or holiday, Sunday, or night shift work, the individual is entitled, except to the extent prohibited by applicable statutes, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceeding. This leave is recorded as "court leave." Court leave extends from the date specified in the summons on which the employee is to report until the time he/she is discharged regardless of the number of hours per day or days per week. When an employee is discharged or excused for one day or a substantial portion of a day (e.g., one-half day) he must return for duty in his position if his place of employment is located in the same local commuting area as the court. Employees assigned to night duty will be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time for needed rest. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee.

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

**Section 4.** When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of any party where the United States, the District of Columbia, or any state or local government is a party, in the District of Columbia, a state, territory or possession of the United States, including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands, he/she is entitled to court leave during the time he/she is absent as a witness. When an employee is summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government or the Government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay. An employee, not in an official capacity, who is summoned as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or state or local government, may be granted his/her choice of annual leave or compensatory leave, credit leave, or LWOP will be granted for his/her absence as a witness.

## **ARTICLE 44 HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS**

**Section 1.** Given the essential nature of FAA responsibilities, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions; however, they are not expected to disregard their personal safety or that of their family. All employees who are unable to report for duty will notify the Employer as soon as possible.

**Section 2.** When the Employer at the appropriate level determines that hazardous geological/weather conditions exist or are imminent, on-duty BUEs will be released on excused absence as soon as operational requirements permit. If some employees are required to remain on duty, volunteers will be utilized to the extent possible.

**Section 3.** The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties at the Academy may review existing emergency readiness plans and, to the extent appropriate, negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

**Section 4.** In the event of inclement weather employees should call the Aeronautical Center Weather Status recording at (405) 954-0040 or view the Internet site [https://employees.faa.gov/org/centers/mmac/employee\\_services/facility\\_status/](https://employees.faa.gov/org/centers/mmac/employee_services/facility_status/).

## **ARTICLE 45 DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** The Parties agree that the Employer retains the right to decide which position, if any, will be filled by temporary internal assignment.

**Section 2.** Employees in the Bargaining Unit will be assigned in accordance with applicable laws and regulations. The union will be provided with the applicable laws and regulations in effect at the execution of this Agreement and any changes or amendments implemented thereafter.

**Section 3.** Informal lateral assignments of employees for 30 calendar days or less may be authorized, however, the Employer will not break up details between BUEs in order to avoid a personnel action. The Employer agrees that a copy of the official action authorizing an assignment in excess of 30 calendar days to positions involving different basic duties will be incorporated in the employee's eOPF. The Parties agree that it is the responsibility of individual employees to update their personal qualifications of record to reflect experience and training gained through informal assignments whenever different duties were performed.

**Section 4.** To the extent practicable, opportunities for temporary internal assignments within the immediate work group/area will be afforded to those employees of the immediate work group/area in an equitable manner among qualified employees.

**Section 5.** When it is known that a higher grade/level position will be temporarily vacant for a period of 14 days or more, and a full performance level BUE is assigned to fill the position for the period of the vacancy, that employee will be given a temporary promotion as soon as the administrative requirements can be met and the necessary paperwork is completed. Details in excess of 14 days will not be broken up so as to avoid a temporary promotion. Temporary promotions will not exceed six (6) months unless selections are through the promotion process set forth in Article 47. Temporary promotions will be affected in accordance with the regulations governing such promotions. If an employee is to be compensated at a higher rate of basic pay, he/she must meet the minimum qualification requirements of the position.

**Section 6.** Assignments to duties normally performed at higher grade levels will never be considered as upgrade training for the purpose of avoiding payment at the higher rate.

**Section 7.** If administrative restrictions on promotions are imposed by appropriate authority, the provisions of this Article, relative to temporary promotions, do not apply.

**Section 8.** Temporary assignments to a position at the same or a lower grade, or to an unclassified set of duties, may be made non-competitively for a period not exceeding two (2) years (with one set of paperwork) and with no reduction in basic pay. The selecting official may, at his/her discretion, choose to use competition to fill the position. Assignments may be extended beyond two (2) years if the FAA Academy determines that there is a critical need.

**Section 9.** Temporary assignments to a higher-graded position may be made for up to two (2) years (with one set of paperwork). They may be made non-competitively for a period not exceeding six (6) months. Competition is mandatory for actions exceeding six (6) months. If the employee is paid at the higher grade, the Office of Human Resource Management will determine applicability of Highest Previous Rate. The change back to the employee's permanent grade will not be considered an adverse action. An employee may not have more than six (6) months in one (1) or more non-competitive assignment(s) to a higher-graded position during any 12 month period.

**Section 10.** Prior to making temporary assignments away from the Aeronautical Center, volunteer requests will be solicited from the immediate work group if operational requirements permit. This provision will not apply to employees who are required to travel on a regular recurring basis in connection with their official duties. To the extent operational requirements permit, temporary assignments among equally qualified employees will be made on an equitable and rotational basis. A record of assignments will be kept at the Division level.

## **ARTICLE 46 REASSIGNMENTS**

**Section 1.** Unless operational requirements do not permit, the Employer agrees to give Employees and the Union 14 days, and when possible 30 days, formal written notification of reassignments within the Academy. When possible, the Employer will seek volunteers for reassignments among qualified employees with the requisite skills.

**Section 2.** When volunteers are utilized, they will be reassigned in order of seniority.

**Section 3.** In the event sufficient volunteers for reassignment are not received, the Employer will develop a list of all Employees that meet the qualifications necessary for the reassigned position. The list will then be ranked in order of seniority and, operational requirements permitting, selections will be made starting with the least senior.

## **ARTICLE 47 PROMOTIONS AND TRANSFERS**

**Section 1.** The Parties agree that the purpose and intent of the HRPM EMP 1.14, Permanent Internal Assignments, dated December 20, 2010, is to insure that employees are given full and fair consideration for advancement and to assure selection from among the best qualified candidates. The minimum area of consideration for promotions will be the Division level.

**Section 2.** Department of Transportation, agency-wide, and regional vacancy announcements will be available to all interested personnel. All employees will be extended Internet/Intranet access for the purpose of viewing DOT, agency-wide and regional vacancy announcements.

**Section 3.** Upon request, the Employer will make the following information available to an employee and his/her representative if representation is requested:

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



- B. whether the employee was one of those in the group from which the selection was made;
- C. who was selected for promotion; and
- D. in what areas, if any, the employee should improve himself/herself to increase his/her chances of future promotion.

**Section 4.** The Parties recognize that minimum qualification standards used for promotions will be standards prescribed by the Office of Personnel Management (OPM); or Agency developed qualification standards approved by the line of business. In keeping with the spirit and intent of Federal laws and regulations regarding discrimination, the Employer agrees to recognize and establish qualification requirements and selective placement factors in accordance with applicable laws and regulations.

**Section 5.** An employee desiring in-grade or downgrade transfer to a position for which he/she is qualified may file an application for such position in accordance with FAA internal placement procedures as contained in HRPMP EMP 1.14, Permanent Internal Assignments, paragraph 9, Employee Requested Reassignments dated December 20, 2010.

**Section 6.** To the extent possible, when filling Academy BU positions by either promotion or in-grade reassignments, the Employer will consider BUEs before considering employees from other sources.

**Section 7.** Employees selected for developmental positions will be promoted at the completion of 52 weeks in the developmental positions, unless Management advises them in writing by the 50th week of the intent to delay the promotion and the reason(s). Promotion at an earlier date will be dependent on the employee meeting qualifications and demonstration of performance at the higher grade level.

**Section 8.** Nothing in this Article will serve to negate or alter, in any way, the provisions of Article 49.

## **ARTICLE 48 TEMPORARY ASSIGNMENTS, TRAVEL AND PER DIEM**

**Section 1.** The Parties agree to adopt the Federal Aviation Administration Travel Program (FAATP), signed by the FAA administrator on May 7, 2008, as the base travel policy, except as otherwise noted in this Article.

**Section 2.** It is the understanding of the Parties that the effectiveness of an employee is reduced when required to be in an unaccompanied TDY status for an extended length of time. Therefore, to attempt to reduce the effect of this status, an employee teaching or receiving training at factory or field locations for more than 30 actual class days will be allowed one round trip home during that period. An additional trip home will be granted for every additional 30 class days. This travel must be accomplished during the Employee's regularly scheduled off-duty time and may not be taken in conjunction with annual or sick leave. If the Employee is in a reduced per diem rate he/she will be allowed to maintain his/her lodging, at the TDY location, to prevent him/her from losing his/her rate.

**Section 3.** The desires of the traveler will be considered to the extent that they are not inconsistent with the principle that travel by common carrier generally results in the least costly and most expeditious method of travel. If an employee is permitted to travel by privately owned vehicle (POV), mileage reimbursement for a POV will be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP, and will not exceed the cost of the authorized/preferred method to include rental car if it would have been authorized. When the authorized/preferred method is a government owned/leased vehicle, the cost will be computed in accordance with the FAATP.

**Section 4.** An employee teaching or receiving training at factory or field location for more than 15 actual class days will be authorized to travel by POV. Such travel will be deemed advantageous to the Government. Privately owned vehicle travel expenses will be paid at the rate applicable to such travel as prescribed by agency-wide directives. Payment for local mileage is not authorized except as covered in Section 6 of this Article. Employees traveling by POV may be required to transport class materials.

**Section 5.** All BUEs expected to travel more than once per year will obtain and use the government travel charge card.

- A. Any disputes over billings will be between the employee and the company issuing the credit card.
- B. Disciplinary action against an employee which is contemplated or effected in connection with the travel charge card will be covered by disciplinary procedures negotiated in this Agreement.
- C. The Employer agrees to make every effort practicable to preclude an employee's use of personal funds for payment by facilitating and processing the employee's claim within the time limits required.

**Section 6.** If an employee travels via POV, and a rental car would have been authorized if traveling via common carrier, then reasonable local mileage and tolls will be authorized for the duration of the temporary assignment.

**Section 7.** When the Agency implements a split payment system, the employee may indicate on the travel voucher what amount will be paid to the credit card contractor and what amount is to be reimbursed to the employee. If the employee directs all the money to be paid to him/her, the employee remains responsible for the government credit card contractor debt.

**Section 8.** The Parties agree to the provisions of FAATP relative to telephone calls while in TDY status.

- A. Employees with a Government calling card are allowed to call their residence, not to exceed five minutes average per day. These employees will not be reimbursed on their voucher for calls to their residence or family.
- B. Employees who do not have a Government calling card are authorized one (1) brief call to his/her residence each day during non-duty periods on FTS service, if available. If FTS is not available, each employee will be reimbursed for no more than two (2) calls to his/her residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAA directives, not to exceed \$3 per call on two (2) separate days in a seven (7) day period. FAA will not pay for a call on the day of return to the official duty station, unless the employee:
  - 1. suffers an incapacitating illness or injury;
  - 2. has a personal emergency situation; or
  - 3. must arrange for new transportation because the travel itinerary was changed after he/she began travel.
- C. In those instances where calls are made from outside the continental United States, a claim of no more than five (5) documented minutes may be made for each day in a travel status. If a receipt is not available, \$10 is the maximum reimbursement allowed for calls from outside the continental United States.

**Section 9.** Travel vouchers and supporting documentation will be audited by the disbursing accounting office using post payment statistical sampling procedures. The Employer will maintain travel records and establish and maintain a record file in accordance with applicable regulations. When the record is established, Union coordination will be sought prior to implementation.

**Section 10.** Employees will receive a reduced per diem rate for an “extended stay”. An “extended stay” meets any one of the following criteria:

- A. exceeding 30 calendar days, or

B. four (4) nights in a government owned or leased facility with kitchen facilities.

**Section 11.** The flat rate is 60 percent of the maximum per diem rate for the area as set by the General Services Administration. This 60% rate will apply to the lodging and meal rates only under the “extended stay” criteria. The reduced per diem rate is to be indicated on the travel authorization and voucher. Vouchers are to be submitted within five (5) working days after completion of travel or every 30 days if the employee is in a continuous travel status. The reduced rate is payable to the traveler without itemization and receipts. If an employee will be going on an “extended stay” travel assignment and no “approved accommodations” in accordance with Section 300-3.3 of the FAA Travel Policy are available at the “fixed” rate of sixty (60) percent of the maximum lodging rate set by the GSA, and the employee has sought assistance from the Employer's designated travel services contact, the employee will be granted approval for a higher fixed rate for that location from his/her supervisor. Such approval will be reflected on the employee’s travel order.

**Section 12.** The Employer will make a reasonable effort to plan activities and schedule travel so that an employee performs necessary travel away from his/her official duty station during his/her regularly scheduled tour of duty.

**Section 13.** The Employer recognizes the need for local transportation for Employees assigned TDY; therefore, the use of a rental car at the TDY site will be authorized where appropriate. This Section applies to Employees who utilize common carrier transportation.

**Section 14.** All matters not specified above relating to temporary assignments and associated per diem will be governed by Agency directives as set forth in FAATP.

**Section 15.** Employees should normally receive at least 14 calendar days notification of any work assignment away from the Academy. The Employer will attempt to adjust the schedule of the employee to avoid travel on the employee’s days off. If the notification is less than 14 calendar days the Employer, if operational requirements permit, will honor the employee’s request to change days off to avoid travel on their day off. In no event will this change result in premium pay.

**Section 16.** Travel time, outside of an Employee’s shift, will be compensated in accordance with current OPM regulations and FLSA for non-exempt employees.

## **ARTICLE 49 REEMPLOYMENT, RESTORATION, AND RETURN RIGHTS (3-R PROGRAM)**

**Section 1.** This Article describes the Administrative Return Rights policy and procedures for employees who occupy covered instructor positions at the FAA Academy. It also supersedes FAPM 352-1, Chapter 4, Reemployment Rights for FAA Academy Instructors, dated May 19, 1993.

**Section 2.** Provides the option of offering return rights when the FAA Academy has identified certain Technical Instructor positions as: 1) hard to fill; 2) requiring unique knowledge and/or skills; and 3) requiring field currency; and/or 4) one where specific circumstances warrant an offer of return rights.

**Section 3.** Program objectives:

- A. to provide motivation and opportunities for employees to equip themselves with diversified experience and skills which contribute to career progression;
- B. to promote interest in Academy instructor assignments;
- C. to assure that positions are filled by well-qualified employees with recent field experience and/or equipment proficiency; and
- D. to ensure that FAA Academy instruction is technically current and consistent with field operations and procedures.

**Section 4.** Definitions for this Article;

- A. Administrative Return Rights: Rights granted by the Administrator in keeping with the best interest of the Agency. These rights are not based on any statutory or legal requirements, but represent a written contract between the agency and the employee that guarantees his/her return to the parent organization after completing the agreed upon tour of duty
- B. Hard to Fill Positions: An insufficient number of well-qualified applicants after extensive outreach efforts or history of recruiting difficulties for the same grade/level and series. The following criteria are considered indicative of hard-to-fill positions: Inadequate number of well-qualified applicants from competitive and non-competitive sources for vacant positions; repeated advertising efforts of appropriate geographic scope through a variety of recruitment sources with minimal results; documented history of an inadequate number of well-qualified applicants for vacant positions; unacceptable ratio of acceptances to offers; and/or unacceptably high turnover rate.
- C. Instructor: A non-managerial employee at the FAA Academy, who is engaged in the conduct, evaluation, control, of technical training (excluding occupational groups such as FG-300 and FG-1700 which are not normally recruited from FAA field facilities) and who performs one or more of the following duties as a regular recurring part of his/her assignment:
  - 1. instructing students in resident courses, the FAA distance learning program, or in nonresident training programs conducted by the Academy in field locations;

2. planning and developing training programs;
  3. developing course content and related material for use in resident training, nonresident training programs, distance learning, and facility training programs; and
  4. evaluating the content and effectiveness of resident/nonresident, distance learning, and facility technical training programs.
- D. External Hire: Not a current FAA employee. Not eligible for return rights.
- E. Parent Organization: The FAA employing jurisdiction from which an employee was selected for an Academy Instructor assignment.
- F. Tour of Duty: The initial tour of duty at the FAA Academy is 3 years. An optional second and third tours of two years are available. The total time shall not exceed seven (7) consecutive years.

**Section 5. Responsibilities;**

- A. Assistant Administrator for Human Resource Management (AHR-1 or designee): AHR is responsible for providing program guidance and assistance and for mediating and resolving conflicts between the FAA Academy and the parent organization.
- B. Office of Human Resource Management for the Aeronautical Center (AMH): The Director of this office will designate a return rights coordinator who shall have a thorough knowledge of the program and provide program guidance and assistance at the local level. In addition, this office is responsible for:
1. Ensuring that the return rights contract is completed and signed prior to assigning an employee to a covered position. A copy shall be given to the employee and the parent organization. The original will be maintained in the employee's electronic Official Personnel Folder (e-OPF) on the temporary side. A remark is added to the Notification of Personnel Action (SF-50) indicating that the employee is eligible for Return Rights.
  2. Receiving updated employment applications/resumes from employees exercising return rights and forwarding them to the return rights coordinator for parent organization's servicing personnel office.
  3. Developing and implementing local organizational procedures consistent with program objectives and guidance.
  4. Counseling employees prior to accepting assignments to the Academy and ensuring that they are thoroughly and completely aware of their return rights, benefits, and obligations before their personnel action becomes effective.

5. Coordinating return rights actions with the designated Return Rights Coordinator of the parent organization's servicing personnel office.

C. FAA Academy:

1. Tracking all FAA Academy instructors with return rights and querying them prior to the end of their tour to determine the employee's wish to exercise, extend, or forfeit (whichever is applicable) their return rights.
2. Notifying the Office of Human Resource Management (AMH) in writing when a position or category of positions is covered by return rights.
3. Coordinating return rights actions with the Office of Human Resource Management for the Aeronautical Center.

D. Human Resource Management Office (HRMO). HRMO's are responsible for designating a return rights coordinator who has a thorough knowledge of the program. They will provide program guidance and assistance and monitor the program within their employing jurisdiction.

E. Parent Organization. Parent organizations are responsible for the following return rights activities:

1. budgeting for an employee's Permanent-Change-of-Station (PCS) move when returning to his/her parent organization;
2. approving requests to forfeit return rights; and
3. identifying a suitable position for the employee's return.

F. Employees:

1. Furnishing information as required for participation in the program.
2. Submitting a written response to the Academy's request for a decision to exercise, extend, or forfeit (whichever is applicable) no later than 90 days prior to the end of their tour or within 30 days of receipt of the request, whichever provides the employee the maximum response time. If the instructor fails to submit the required documentation indicating his/her intent, he/she will be returned to the parent organization at the end of the contract.
3. Submitting a written response within 30 days to a position offer from the parent organization when exercising return rights.
4. Providing updated employment applications/resumes when exercising return rights and forwarding them to the Office of Human Resources Management for the Aeronautical Center (AMH-100).

**Section 6. RETURN RIGHTS:**

- A. An offer of return rights must be stated in the position vacancy announcement. Under this policy, employees who are selected for an Academy Instructor position through a noncompetitive process are not eligible for return rights.
- B. The employee's return rights shall be only to the parent organization identified in the employment contract.
- C. After completing an agreed upon assignment, an instructor occupying a return rights position is guaranteed return rights to his/her parent organization.
- D. If an Academy Instructor eligible for return rights accepts an assignment to a position that meets the definition of instructor in paragraph 4.c., the employee's return rights shall continue under the provisions of the original contract.
- E. If an Academy Instructor eligible for return rights accepts a permanent assignment to a position that does not meet the definition of instructor in paragraph 4.c., the return rights contract terminates.
- F. Under this Article, an employee who is selected from an organization under the Assistant Administrator for Regions and Center (ARC-1) at the Aeronautical Center; e.g., Logistics Center, Office of Facility Management, Office of Acquisition, etc., is not eligible for return rights.
- G. External hires and temporary employees, and employees who no longer meet the occupational medical standards of the position they are leaving are not eligible for return rights (i.e. a field employee loses his/her medical certification prior to selection for an academy instructor would not be eligible for 3-R).

**Section 7.** Return rights employment contract;

- A. Any contract involving return rights shall be signed by the employee, the FAA Academy Superintendent (or his/her designee) and the parent organization's authorizing official prior to assigning the employee to a covered position.
- B. If, at any time, during the employee's first, second or third tour, an employee receives and accepts a position offer, at the employee's request, the Superintendent (or designee) of the FAA Academy and the parent organization's authorizing official may waive the employee's remaining time covered by an employment contract.
- C. The Superintendent, or designee, of the FAA Academy and the parent organization's authorizing official may mutually agree to waive the remaining time covered by an employment contract and return the employee to his/her parent organization when it is determined to be in the best interests of the agency.



**Section 8.** Identifying the parent organization;

A. Except as provided for in paragraph 8b, below, the parent organization is defined in paragraph 4.e.

B. Exceptions:

1. When in accordance with a determination order resulting from an agency reorganization, realignment, etc., and activities or positions move geographically to another employing jurisdiction where no similar activities were located before, return rights transfer with the activities.
2. When activities or positions have not moved but the geographic area in which they were located has shifted from one employing jurisdiction to another, return rights transfer to the employing jurisdiction responsible for the geographic area.
3. If an employee who is serving under a return rights contract accepts another return rights position at the Academy, his/her parent organization is identified as the organization to which he/she initially had return rights prior to transferring to the Academy.
4. If an instructor at the FAA Academy transfers overseas, the parent organization is the same as it was while the employee was at the Academy. However, if the employee had no return rights while employed at the Academy, his/her parent organization is the Aeronautical Center.
5. If an overseas employee transfers to an instructor position at the FAA Academy, his/her parent organization is the same as it was while he/she was employed overseas. If he/she had no return rights while employed overseas, his/her return rights shall be back to his/her former overseas organization.

**Section 9.** Scheduling employees for return;

A. After Completing One Tour: Employees are normally expected to serve two tours. However:

1. the Director of the Aeronautical Center or his/her designee may disapprove a second or third tour and return an employee to his/her parent organization when it is determined to be in the best interests of the agency, or
2. the employee may exercise his/her return rights.

B. After Completing Two Tours:

1. When an employee has served two consecutive tours of duty, he/she;
  - a) *may, at the option of the Aeronautical Center, be returned to his/her parent organization. This option may be exercised on an individual case-by-case basis or by a standard rotation policy:*

b) *may request to forfeit their return rights, or*

c) *an employee and the Aeronautical Center may mutually agree to a third consecutive tour with the extension of return rights to the end of such tour.*

C. At the completion of three tours:

1. an employee must be returned to his/her parent organization unless the employee and the Aeronautical Center mutually agree to a forfeiture of return rights.
2. forfeiture of return rights is contingent upon the continuing need for the employee's specific skills and on a record of acceptable performance as an instructor.
3. if return rights are not forfeited, an extension of up to 9 months may be granted by the Aeronautical Center in the event of critical need or unusual employee hardship.

**Section 10.** Placement procedures when exercising return rights;

- A. For planning purposes, the FAA Academy shall query employees approximately six months in advance of completing each tour of duty. The employee shall submit a written request to their supervisor no later than 90 days prior to the end of the tour. The employee shall request one of the following actions:
1. Exercise return rights to the parent organization;
  2. Request an additional tour (if applicable):
  3. Request forfeiture of return rights. (This option may be requested no later than 90 days prior to the expiration of the employee's contract).
- B. The FAA Academy will forward the written request to the Employment Services Branch (AMH-140). The Employment Services Branch, AMH-140, will forward the request to the appropriate Parent Organization (through the Servicing Personnel Office's 3R Coordinator) for approval, disapproval or position offer, whichever is applicable. Following receipt of the response from the Parent Organization, AMH-140 shall coordinate the decision with all parties.
- C. The parent organization must respond to an official request for exercising return rights within 30 days of receipt. The parent organization shall make every effort to place the employee in a suitable permanent position, thus eliminating the need for a second move. The employee may remain at the Academy until an appropriate vacancy occurs provided such an arrangement is satisfactory to the employee, the FAA Academy, and the parent organization. If any party

disagrees, the employee shall be returned in accordance with the normal provisions of this document.

- D. Upon receipt of an offer for return following completion of their tour, an instructor must accept or decline the offer within 30 days from the date the offer is received. Under the provisions of this policy, no subsequent offer from the LOB is required.
- E. The FAA Academy and the parent organization are authorized to return any instructor serving under an employment contract to the parent organization for reasons which are considered to be in the best interests of the agency.

**Section 11.** Grade/level entitlement;

- A. An instructor who completes one (1) but not two (2) consecutive tours of duty is entitled to return to a position equal to the grade/level held immediately prior to the FAA Academy assignment or the grade/level held at the time return rights are exercised, whichever is lower. Note: This does not preclude the parent organization from offering the employee a position at the grade/level attained upon the assignment to the Academy.
- B. An instructor who completes two (2) or three (3) consecutive tours of duty is entitled to return at the grade/level attained upon initial assignment to the FAA Academy or the grade/level held at the time return rights are exercised, whichever is higher and is most advantageous to the employee.
- C. Exceptions;
  - 1. If an employee is downgraded as a disciplinary measure while serving at the FAA Academy, he/she is entitled to return to the grade/level held immediately prior to accepting the FAA Academy Instructor assignment.
  - 2. An employee, who is scheduled for separation or demotion because of reduction-in-force, reorganization, or abolishment of position, shall be offered the alternative of returning immediately to his/her parent organization. An employee who has completed at least 75 percent of his/her tour at the time he/she is scheduled for separation or change-to-lower grade may return at a grade no higher than that to which he/she would be entitled upon completion of his/her tour.
  - 3. A temporary promotion does not entitle an employee to return at the highest grade/level to which temporarily promoted.
  - 4. An employee may be returned at a grade/level lower than that to which he/she is entitled under the provisions of this chapter if he/she voluntarily requests the assignment, and provided he/she is informed of his/her rights to the higher grade/level.

**Section 12.** Travel and Transportation Expenses.

- A. The Academy and the parent organization have the authority to offer full permanent change-of-station (PCS) benefits or a fixed relocation amount for the movement of employees under the provisions of this policy. This provision applies to the initial move to the academy and the subsequent return to the parent organization.
- B. Provisions for PCS authorizations, eligibility, terms of service agreements and related amounts/benefits shall be administered IAW applicable FAATP guidance.
- C. Except as described in 10.e, failure to complete an assigned tour of duty in accordance with the signed FAA Academy Instructor Employment Agreement will result in the forfeiture of the employee's PCS entitlements under this Article.
- D. Payment of PCS benefits will be the responsibility of the FAA Academy at the Aeronautical Center for payment of benefits upon assignment to the Academy. The employee's parent organization is responsible for payment of PCS benefits when returning to the parent organization. However, if the employee does not return to the parent organization, the gaining organization will assume responsibility for payment of any authorized PCS benefits.

**Section 13.** Personnel actions based on mutual acceptance: Nothing in this Article should be construed as preventing any voluntary personnel action which is mutually acceptable to the employee and FAA regardless of grade/level or location of proposed assignment.

**ARTICLE 50  
MOVING EXPENSES/PERMANENT  
CHANGE OF STATION (PCS)**

**Section 1.** The Employer may announce position vacancies with specific limitations on reimbursements due to potential budget restrictions. The announcements for such position will list the limits and restrictions related to their relocation if selected.

**Section 2.** Employees transferring to the FAA Academy will be reimbursed for moving expenses in accordance with appropriate directives and this Article.

**Section 3.** In the event the Employer elects to announce position vacancies without limits and restrictions to reimbursements, employees will be reimbursed to the extent permissible under appropriate directives. In such an event the following provisions will also be applied:

- A. Employees will be reimbursed for subsistence costs while occupying temporary quarters as prescribed by appropriate directives.

- B. Employees will be authorized the use of two automobiles in transferring provided they meet the criteria prescribed in appropriate directives.
- C. Consideration may be given to authorizing the use of a home sale service (Relocation Services Contract) when the duty station falls within a 50–100 mile radius, subject to administrative approval.
- D. When real estate transactions for PCS moves are authorized, property values are capped at \$500,000 for reimbursement purposes. The \$500,000 cap is to be adjusted for inflation.
  - 1. If employees use the relocation services contract and the property's value is greater than the cap, then employees are responsible for payment of the portion of the fee that exceeds the cap to the contractor.
  - 2. If employees sell or purchase a property in excess of the cap and close on their own, reimbursement is limited to the cap at the applicable percentage. The percentage for home sale is 10 percent and for home purchase is 5 percent.

**Section 4.** The Employer will make available to an employee who is changing station all pertinent directives in connection with moving expenses and will assist the employee in obtaining answers to any questions the employee may have.

**Section 5.** Up to 64 hours of excused absence may be granted for arrangements incident to a change in the employee's official post of duty regardless of whether or not the residence is being relocated. Employees will provide justification for the use of this time.

## **ARTICLE 51 OCCUPATIONAL SAFETY AND HEALTH**

**Section 1.** The Employer will abide by P.L. 91-596 and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.

**Section 2.** The Employer will make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting and water quality.

**Section 3.** The Employer agrees to continue an Aeronautical Center Occupational Safety and Health Committee. The committee will meet as frequently as required by the Charter of the Occupational Safety, Health, and Environmental Compliance Committee (OSHECOMM). The Union will be entitled to designate a minimum of one (1) representative and one (1) alternate for every representative the Employer has on the committee.

**Section 4.** The committee will review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee will have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility. The committee will forward recommendations for action on matters concerning occupational safety, health, lighting and air quality. The Employer will, within a reasonable period of time, but not to exceed 30 days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken.

**Section 5.** Training of Union-designated OSHECCOM members will be in accordance with 29 CFR 1960.58 and 1960.59(b). BUEs will receive safety and health training in accordance with 29 CFR 1960.59(a). The members will be afforded the opportunity to complete the instructor led OSHA 6000 course to achieve this training requirement. The opportunity to complete the instructor led version will be afforded within two (2) years of appointment, however all members must have either the instructor led or CBI version completed within six (6) months of appointment to the committee per the national charter.

**Section 6.** The Employer will supply and replenish first aid kits which will include, at a minimum: blood-borne pathogen clean up kits, remedies for gastrointestinal relief, alcohol swabs, acetaminophen, aspirin, ibuprofen, gauze pads and band-aids. These kits will be readily accessible to BUEs at all hours of facility operation.

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

**Section 8.** The Employer will establish a formal, locally administered first aid and CPR training course(s), to include the use AED's (Automated External Defibrillator), for BUEs who volunteer for such training. This course may be given by any local agency which is accredited by the Red Cross or other accredited authority. All training will be conducted on duty time.

**Section 9.** In the event of construction or remodeling within a building, the Employer will insure that proper safeguards are maintained to prevent injury to BUEs.

**Section 10.** If the Employer initiates or permits the use or storage of chemicals, pesticides, or herbicides at any building, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide will 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 will be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides, and herbicides will be used in accordance with applicable law and the manufacturer's guidelines and precautions.

**Section 11.** The Employer will test for evidence of drinking water contamination (by Radon or other contaminants exceeding EPA water quality standards) at the Aeronautical Center, at least once every three (3) years and more often if there is evidence of possible contamination. Once every 10 years starting with the signing of this Agreement this testing should be performed in each building occupied by employees of the Academy. The results of such tests will be provided to the Union within 30 days of the testing. If such testing validates the contamination, and if corrective action or abatement cannot immediately be taken, the Employer will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all BUEs until the contamination has been corrected/abated, as evidenced by a normal water test taken at least 10 days following correction/abatement.

**Section 12.** Indoor air quality concerns identified by the OSHECCOM, including those involving "sick building syndrome," will 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 will be provided to the Union as soon as they are available.

## **ARTICLE 52 ASBESTOS**

**Section 1.** At intervals not greater than every six (6) months, the Employer will conduct an inspection of asbestos containing building materials (ACBM) in accordance with OSHA/EPA protocol, in all facilities known to contain friable asbestos-containing materials (ACM) or non-friable ACM which is likely to become friable, whether exposed or contained internally in the construction of the facility. Upon request, the principal BU Representative or his/her designee will be allowed to observe the inspection/test process and will receive a written copy of the results. All inspection/testing will be conducted by an accredited asbestos inspector. The Union, at its own expense, may designate an Industrial Hygienist to observe all air monitoring activities conducted by the Employer's accredited inspector.

**Section 2.** The Parties will meet jointly to review a model contingency plan which will be applicable to those facilities referenced in Section 1.

**Section 3.** Any evidence of visible release or airborne asbestos contamination, in excess of FAA/OSHA safety limits, will result in immediate control steps by the Employer to abate the hazard caused by the asbestos. The Employer will retain an asbestos abatement contractor as soon as possible.

**Section 4.** The Employer and all abatement contractors hired must comply with all applicable OSHA, EPA, FAA, local, and state regulations regarding asbestos. Contractors directly involved in the abatement process must be certified by their local and state governments.

**Section 5.** The Employer will relocate BUEs outside of the affected work area while asbestos removal, repair, or renovation work is being done. This includes any work where asbestos may be disturbed due to construction activity.

**Section 6.** During abatement projects, the abatement contractor will be required to seal off the abatement area with critical barriers or containment areas with a negative pressure enclosure. They will ensure and maintain negative pressure at all times in containment.

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

**Section 8.** All abatement workers will be trained in accordance with OSHA, EPA, state and local regulations. BUEs who work in facilities known to contain asbestos will receive asbestos awareness training before any major renovation or removal project in their work place.

**Section 9.** The contractor will be required by the Employer to take air samples every day by Phase Contrast Microscopy (PCM) both inside and outside the containment. Sample results will be posted the day they are received. Results will be made available to the Union immediately upon request. Representative personal monitoring will also be conducted in accordance with the model contingency plan, during abatement of the affected area, on at least one (1) employee in areas occupied by BUEs.

**Section 10.** The abatement area cannot be reoccupied until it has passed a visual inspection and met an aggressive clearance air sampling criteria, e.g., by PCM or Transmission Electron Microscopy (TEM), in accordance with applicable regulations.



**Section 11.** During any abatement project or air monitoring, project oversight will be provided by a competent person (in accordance with CFR 1926.32(f)), whose report will be shared, upon request, with the Union by the Employer. The Union, at its own expense, may designate an Industrial Hygienist to observe the work of the abatement contractor. Upon request, the Union will be given the air sampling slides for validation by an accredited laboratory, either on- or off-site. These materials will be returned to the Employer with a written chain-of-custody record covering the period during which they were outside the possession of the Employer. Upon request, the Union's Hygienist will be given the opportunity to validate, through an accredited laboratory, any air samples collected by the Employer. The Union's Hygienist will be allowed to perform side-by-side TEM air monitoring on a random basis, on days and times to be determined by the Union, at the Union's expense. The Parties will exchange copies of all reports, records, memoranda, notes, and other documents prepared by the Employer, the Employer's contractor, the Union, the Union's Hygienist, and the Union's accredited laboratory. The Union will give the Employer advance notice of visits by its Hygienist.

**Section 12.** BUEs who have been exposed to levels equal to or greater than OSHA permissible exposure limits will be eligible for medical surveillance programs paid for by the Employer, in accordance with OSHA standards/FAA directives.

## **ARTICLE 53 SUBSTANCE TESTING**

**Section 1.** All drug/alcohol testing conducted by the Employer will be done in accordance with applicable law, government-wide rules, regulations, and Agency directives. Copies of all laws, government wide rules, regulations, and Agency directives in effect at the execution of this Agreement, and any amendments thereto, will be immediately provided by the Employer to the Union.

**Section 2.** Any testing of employees will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected in accordance with Department of Health and Human Services Guidelines. Copies of the guidelines of the Department Of Health And Human Services in effect at the execution of this Agreement, and any amendments thereto, will immediately be provided by the Employer to the Union.

**Section 3.** An employee who wishes to have a Union Representative present during the specimen collection or alcohol test, will be permitted to do so, provided a representative is readily available and the collection is not delayed. The employee will notify their supervisor of their desire to obtain representation as soon as the Employee learns that he/she is to be tested. The Representative will be permitted to observe the actions of the collector but will not interfere with the collection process in any manner. The Employee will be allowed to confer for a reasonable period of time with the Representative.

**Section 4.** When reasonable suspicion exists that an employee is using illegal drugs/alcohol, either on or off duty, the Employer may require that an employee submit to drug testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn by an appropriate Management Official from these facts in light of experience. The determination that reasonable suspicion exists will be based on DOT 3910.1D such as: a) observable phenomena such as direct observation of drug/alcohol use and/or physical symptoms of being under the influence of a drug/alcohol; or b) information provided either by reliable and creditable sources or independently corroborated.

**Section 5.** At the time an employee is ordered to submit to drug/alcohol testing based on reasonable suspicion of illegal drug use, he/she will be given a written statement setting out the basis for establishing reasonable suspicion. Upon the Employee's request, a copy of the statement will be provided to the Union Representative. In the event that a reasonable suspicion test (urinalysis or breathalyzer) produces a negative result, any references to reasonable suspicion will be expunged from all formal and informal files.

**Section 6.** Educational materials will be made available to all employees which explain the requirements of the drug and alcohol program and the Agency's policies and procedures.

**Section 7.** Union Representatives will be provided training comparable to that provided supervisors and managers, as prescribed in DOT 3910.1D.

**Section 8.** Random testing of BUEs will be conducted in accordance with DOT 3910.1D.

## **ARTICLE 54 SELF-REFERRAL**

**Section 1.** An employee who voluntarily identifies himself/herself as someone who uses illegal drugs or misuses alcohol, prior to being identified through other means, will not be identified to the Employer on the first occurrence of such self-referral, for the purposes of taking disciplinary action.

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

- A. the Employee has received specific notice that he/she is to be tested for drugs or alcohol;
- B. a substance abuse staff has arrived at the Employee's facility to conduct testing;
- C. the Employer is awaiting the results of a drug test taken by the Employee;
- D. the Employee has previously completed an Employer-approved rehabilitation program in accordance with DOT Order 3910.1D; or
- E. the Employee is under investigation by the Employer for alleged substance abuse and the Employee has been made aware of the investigation.

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

- A. obtains counseling through the Employer's Employee Assistance Program, and successfully completes his/her EAP recommended rehabilitation program; and
- B. refrains from any further use of any illegal drug and all alcohol misuse in accordance with the policy of DOT Order 3910.1D.

**Section 4.** The Flight Surgeon will contact the Employee's manager and notify him/her of the approximate length of time that the Employee will be temporarily removed from their safety sensitive duties for medical reasons. The nature of the medical problem will not be released.

**Section 5.** An employee who uses sick leave in connection with rehabilitation under this Article will not be required to provide a medical statement under Article 39.

**Section 6.** When the Employee has sufficiently recovered, he/she will be scheduled for return to duty substance testing. Upon passing the return to duty test, the Employee's Manager will 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 will be conducted in a manner that will protect the privacy of the Employee and whenever feasible, be conducted off the facility grounds.

## **ARTICLE 55 PSYCHOLOGICAL TESTING**

**Section 1.** The Employer will not require psychological testing as a part of any annual recurring physical examination. Nothing in this Article precludes the Employer from requiring psychological testing on a case by case basis whenever the Federal Air Surgeon or his designee may determine that such examination is necessary. A psychological test will not be required solely on the basis of hearsay type statements.

## **ARTICLE 56 RETIREMENT AND DEATH BENEFITS**

**Section 1.** The Employer recognizes its obligation to fully inform employees about all benefits for which they may be eligible and the costs and consequences of benefit plans or options, and to encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Employer agrees to take affirmative action to fulfill this obligation through such means as supplying brochures, pamphlets, other appropriate information and assisting employees in filing benefit claims. This information/assistance will be made available to all BUEs at their request.

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

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

**Section 4.** The Employer will provide a retirement planning program to be made available annually. All employees within seven (7) years of retirement eligibility may voluntarily participate; however, those employees within five (5) years of retirement will be given the first opportunity to participate. The program will include, but not be limited to, briefings, individual counseling, assistance, information and materials distribution. These employees will be permitted to participate in one program in a duty status. Nothing in this Section will prohibit employees from participating in additional government programs in a duty status, subject to space availability and supervisory approval. Employees are not entitled to travel and per diem.

**Section 5.** Brochures and pamphlets associated with benefits programs will be provided to the office of the Union.

**Section 6.** The Employer will ensure that the most recent version of retirement and benefits information, including the following brochures and forms, is available to new employees for review, and upon request to all employees:

- A. enrollment Information Guide and Plan Comparison Chart;

- B. brochures on government-wide plans;
- C. any brochures they may request on plans sponsored by employee organizations for which employees may qualify; and
- D. brochures of all comprehensive plans serving the area in which the employee is located.

**Section 7.** If there is any change in retirement or benefits, or related laws or regulations, the Employer will within 30 days brief the Union officers. Any changes which may require negotiations will be handled in accordance with Article 12.

**Section 8.** The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by the OPM. In order to minimize this processing time, employees may submit their application for retirement to the Human Resource Management office 30 days prior to the scheduled effective date of separation. The Employer agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner.

**Section 9.** In the event Health Fairs or similar activities are conducted at the Aeronautical Center, the Employer should request participating vendors to be available so as to allow maximum employee participation on duty time. Employees are not entitled to travel and per diem.

## **ARTICLE 57 DRESS CODE**

**Section 1.** The Parties acknowledge the importance of presenting a professional appearance to customers and visitors to the MMAC. Further, the parties recognize the need for employees to maintain clean, neat, and appropriate attire.

**Section 2.** In cases of alleged inappropriate attire on the part of an employee, the Parties (at the Branch level) will meet and assess the subject. Concerns regarding appropriate attire will be resolved by the Parties on an individual basis. If the attire is deemed inappropriate the employee may be required to leave the work area. The Employer may grant administrative leave on the first occasion of inappropriate dress. In the event the Parties cannot agree, the matter will be referred to the next level of interface.

**Section 3.** The Parties agree that on Friday of each week, employees may wear casual attire. Casual attire will be neat, clean, and appropriate to the task. Further, Friday will not be construed by employees to be the last day of their individual work schedules (e.g. compressed, maxi-flex, or other).

## **ARTICLE 58 SMOKING POLICY**

**Section 1.** Smoking of any product, including cigarettes, cigars and pipes of any kind, will be strictly prohibited in all interior space that is owned, rented, or leased by or on behalf of the Employer, as well as in all courtyards or within 25 feet of doorways and air intake ducts on outdoor space to buildings and facilities.

**Section 2.** The parties agree that the designated smoking areas referenced in Section 10 below will have at least one receptacle for smoking materials and one for trash which will be emptied on a regular basis. Employees using the smoking areas are responsible for placing smoking materials in the receptacle.

**Section 3.** Upon implementation, existing receptacles for smoking materials will not be removed, but will be relocated, whenever possible, not less than 25 feet from doorways and air intake ducts. These receptacles will be emptied on a regular basis.

**Section 4.** Prior to implementation of the policy, Agency Officials will notify employees of the policy and of the following: the availability of smoking cessation programs, instructions of how employees should report violations of the policy, the employee's obligation to dispose of smoking materials properly.

**Section 5.** Management will ensure that course curriculum and employee orientation remain updated to include notice of the "designated smoking areas", reporting of violators and to encourage people to utilize the refuse containers.

**Section 6.** Agency management will communicate to Frontline Managers of their responsibility to enforce the DOT Smoking Policy.

**Section 7.** When the Employer determines corrective action is necessary to enforce this Agreement, consideration may be given to non-disciplinary measures to correct the behavior. However, the Agency will retain the right to take progressive discipline.

**Section 8.** When employees raise concerns to their manager regarding additional burdens placed on them by the smoking policy, consideration will be given to alternatives to minimize the impact.

**Section 9.** Signage reflecting smoking policy restrictions will be conspicuously posted.

**Section 10.** The Parties agree that the following locations will be "designated smoking areas" as discussed in Section 2 above and that these areas provide shelter from the elements. These smoking areas may be modified by mutual agreement provided the same degree of shelter is provided.

A. ANF-1, Existing covered smoking area on the north side

- B. ANF-1, Northwest corner under overhang
- C. Flight Standards Building, West side of building under overhang
- D. Academy Headquarters/RTF west side. Buildings join providing a sheltered corner, the Agency will provide a walkway into the area of suitable material
- E. Academy Headquarters-North side under overhang
- F. Thomas P. Stafford Building-Northeast corner
- G. Area to the north of the SW doors in the Systems Training Building

## **ARTICLE 59 USE OF OFFICIAL GOVERNMENT TELEPHONES**

**Section 1.** The use of official government telephones for unofficial calls will be governed by GSA regulations. Telephones are provided for use in conducting official business. The Employer and the Union will cooperate in eliminating any misuse that may exist in the Academy. The Employer will provide the Union with the GSA regulations in effect on the execution of this Agreement and any amendment thereto.

**Section 2.** The Parties recognize and understand that misuse of telephones by an employee may serve as grounds for disciplinary action or other appropriate action designed to correct the individual's misconduct.

## **ARTICLE 60 AUTHORIZED USE OF FAA INTERNET RESOURCES**

**Section 1.** FAA Internet resources will be authorized for limited personal use in accordance with FAA Order 1370.79A (e.g., brief communications or Internet searches), provided such use does not:

- A. interfere directly or indirectly with FAA computer or networking services;
- B. burden the FAA with additional incremental cost;
- C. interfere with FAA user's employment or other obligations to the Government;
- D. reflect negatively on the FAA rules, regulations, or policies.

**Section 2.** Unauthorized Use. Improper use of FAA Internet resources includes:

- A. using the Internet for any purpose that violates the law or FAA rules, regulations, and policies;
- B. concealing or misrepresenting user identity or affiliation in electronic messages;
- C. accessing or altering source or destination addresses of e-mail;
- D. interfering with the supervisory or accounting functions of computer resources, including attempts to obtain system privileges unless authorized by system owners;
- E. propagating chain letters broadcasting inappropriate or unsolicited messages (e.g., non-business matters to lists or individuals, and comparable resource-intensive unofficial activity);
- F. using FAA Internet resources for any commercial purpose, for financial gain (including gambling), or in support of outside individuals or entities;
- G. seeking, viewing, transmitting, collecting, or storing vulgar abusive, discriminatory, obscene (including sexually explicit or pornographic materials), or harassing messages or material;
- H. attempting to libel, slander, or harass other users;
- I. posting to external newsgroups, bulletin boards, or other public forums, unless it is a business-related requirement, closely related to the employee's area of expertise, and appropriate office approvals have been obtained;
- J. engaging in matters directed toward any unauthorized fundraising, lobbying, or partisan political activities;
- K. interfering with legitimate Internet service of any authorized FAA user; and
- L. representing the Agency in an official capacity when not authorized to do so.

## **ARTICLE 61 REORGANIZATION**

**Section 1.** In the event of all reorganizations, the Union will be notified no less than 30 days prior to planned implementation.

**Section 2.** All BUEs of any group participating in a reorganization study will be named by the Union, except for employees whose assigned duties or subject matter expertise may be required.



## **ARTICLE 62 FURLOUGHS FOR LESS THAN 30 DAYS**

**Section 1.** Furloughs for less than 30 days will be administered in accordance with prescribed laws and Office of Personnel Management Regulations.

**Section 2.** When budget-imposed furloughs are required, the Employer will allow the affected employees to choose either continuous or discontinuous days off, unless legitimate mission requirements dictate otherwise. Subject to operating requirements, furlough days may be scheduled in conjunction with annual leave or instead of previously approved annual leave.

## **ARTICLE 63 CONTRACTING OUT**

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

**Section 2.** Prior to finalizing/implementing a decision resulting from the review conducted under Section 1 to contract out work currently performed by BUEs, the Employer will, upon request, negotiate with the Union procedures for implementation and appropriate arrangement for employees adversely affected by the decision to the full extent required by 5 U.S.C. Chapter 71 and this Agreement.

## **ARTICLE 64 REDUCTION-IN-FORCE**

**Section 1.** Reductions-in-force (RIF) will be administered in accordance with prescribed laws (Public Law 95-454) and Office of Human Resource Management regulations. The Employer agrees to notify the Union when it is determined that RIF actions will be necessary within the BU. The notice will include the reasons for the RIF, the number and types of positions affected, and the approximate date the actions will take place. At this time the Employer and the Union will negotiate the procedures that Management will follow in the implementation of the RIF. This notification will be made at least 90 days before implementation.

**Section 2.** Following receipt of the notice, the Union, upon request, will be provided a listing of Academy vacancies.

**Section 3.** In the event of a RIF, vacancies which Management has decided to fill will be used to the maximum extent possible to place employees in continuing positions that would otherwise be affected by the action.

**Section 4.** An employee affected by RIF has the right to inspect all RIF records pertaining to him/her. He/she also has the right to designate a representative to assist him/her to resolve dissatisfaction.

**Section 5.** The Union will be provided, at the end of the RIF, with a list of all vacancies filled during the RIF.

## **ARTICLE 65 SEVERANCE PAY**

**Section 1.** Employees who are involuntarily separated from Federal service will receive severance pay in accordance with 5 CFR 550.701 through 550.713.

**Section 2.** To be eligible for severance pay, an employee must:

- A. Be serving under a qualifying appointment;
- B. Have completed at least 12 months of continuous service, as described in 5 CFR 550.705; and
- C. Be removed from Federal service by involuntary separation.

**Section 3.** An employee is not eligible for severance pay if he or she:

- A. is serving under a non-qualifying appointment;
- B. declines a reasonable offer;
- C. is receiving injury compensation under Subchapter I of Chapter 81 of Title 5, unless the compensation is being received concurrently with pay or is the result of someone else's death; or
- D. is eligible upon separation for an immediate annuity from a Federal civilian retirement system. Such an employee is ineligible even if all or part of the annuity is offset by payments from a non-Federal retirement system the employee elected instead of Federal civilian retirement benefits or disability benefits received from the Department of Veterans Affairs.

## **ARTICLE 66 CAREER TRANSITION PROGRAM**

**Section 1.** The term displaced employee generally will have the same meaning as defined in 5 CFR 330.604 and 330.703, i.e. individuals who have received a RIF separation notice, or have received a proposed notice of separation. Displaced employees will be given a minimum of 32 hours of duty time per pay period to pursue career transition activities; however, recognizing that finding a new job can be a full-time job, managers are encouraged to grant official time on a full-time basis to employees who have received a RIF separation notice.

**Section 2.** Surplus employees are those who are likely to face displacement through anticipated RIF caused by staffing reductions, or internal reorganization/realignment. Surplus employees may be granted 16 hours of duty time per pay period to pursue career transition activities; however, this decision to grant such official time rests with the Supervisor.

## **ARTICLE 67 PAY**

**Section 1.** The pay for BUEs will be paid in accordance with 49 USC 40122, FAA Order 3550.14 Pay under the General Schedule, relevant Agency Policy, and this Agreement.

**Section 2.** Effective upon implementation of this Agreement, BUEs will receive a one-time payment of 5.0% of the employee's annual base pay with locality.

## **ARTICLE 68 OPERATIONAL REQUIREMENTS**

**Section 1.** Operational Requirements are those mission critical activities and products which, if not addressed immediately, will adversely affect the organization, mission, its personnel or its customers. These are distinguished from those that merely cause inconvenience or concerns. Operational requirement is not to be invoked as a means to avoid required decision bargaining or pre-implementation bargaining.

## **ARTICLE 69 EFFECT OF AGREEMENT**

**Section 1.** Any provision of this Agreement will be determined a valid exception to and will supersede any existing MOU/MOA between the parties, FAA/DOT, Aeronautical Center and/or Academy rules, regulations, orders and practices which are in conflict with the Agreement.

## **ARTICLE 70 REOPENER**

**Section 1.** The Union will be notified of any changes required by United States law affecting conditions of employment of BUEs and in the event such required changes leaves areas of discretion to the Employer, the Employer will consult with the Union before implementing such changes. The Employer agrees to negotiate, upon request by the Union, any changes that conflict with this Agreement, or adversely impacts the BUEs.

**Section 2.** By mutual agreement, the Parties may reopen and renegotiate any Article of this Agreement.

**Section 3.** In the event that 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 will continue in effect for the term of the Agreement.

## **ARTICLE 71 PRINTING OF CONTRACT AGREEMENT**

**Section 1.** The Employer will provide, at no cost to the Union, 5 ½" X 8 ½" book copies of this Agreement to each BUE. The Employer will also provide a book copy to the Union for each employee entering the BU after the effective date of the Agreement. The books will be printed in type that can be easily read with page numbers and an index.

**Section 2.** The Employer will provide 50 book copies to the Union's office.

**Section 3.** The Employer will make an electronic copy of this Agreement available to the Union.

## **ARTICLE 72 EFFECTIVE DATE AND DURATION**

**Section 1.** This Agreement, signed by the Parties hereto, will become effective the day approved by the FAA Administrator or his/her designee and the President, PAACE.

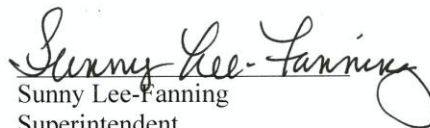
**Section 2.** This Agreement is for a period of seven (7) years following signature and approval. Thereafter, it will annually renew itself for a one (1) year period unless either party gives written notice to the other of its desire to amend or terminate the Agreement. The written notice must be given not more than one (1) year or not less than 60 calendar days preceding the expiration date of this Agreement. Within 30 days after receipt of this written notice to amend, the Parties will meet and begin negotiations. This Agreement will remain in full force and effect until a new Agreement is reached.

FOR THE UNION:

FOR THE EMPLOYER:



Conley Wicker  
President  
Professional Association of Aeronautical  
Center Employees



Sunny Lee-Fanning  
Superintendent  
FAA Academy

NEGOTIATING TEAMS:

FOR THE UNION:

FOR THE EMPLOYER:

Conley Wicker  
Chief Negotiator

Cliff Rowe  
Chief Negotiator

Greg Bennett

William Mumper

Marie Enderton

Greg Hill

Stephen Hastings

Daniel Smith


Tamera Joy

Mark Woolverton

KJ Marshall

Todd Poole

This Contract Approved by:

  
Director, Labor and Employee Relations

Date:

6/02/12

