

**2024 MULTI UNIT  
COLLECTIVE BARGAINING AGREEMENT RATIFICATION PACKAGE  
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## ARTICLE 6 REPRESENTATION RIGHTS

**Section 1.** When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee shall be so notified of the subject matter in advance. The employee shall also be notified of their right to be accompanied by a Union Representative if they so desire, and shall be given a reasonable opportunity both to obtain such representation, and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Agency shall stop the meeting and inform the employee of their right to representation if they so desire, and provide a reasonable opportunity to both obtain representation and confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives in accordance with Article 2 of this Agreement.

This Section applies to meetings conducted by all Management representatives, including DOT/FAA security agents and EEO investigators. The above provisions shall apply to meetings conducted by the National Transportation Safety Board (NTSB) to the extent the provisions are consistent with NTSB regulations and procedures.

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

When the Agency knows in advance the subject of a meeting conducted by the DOT IG is to discuss or investigate a disciplinary, or potential disciplinary situation, with the concurrence of the DOT IG, the Agency shall notify the employee of the subject matter as soon as practicable. The Agency shall notify the employee of their right to be accompanied by a Union representative if the employee reasonably believes the meeting may result in disciplinary action.

**Section 3.** In an interview where possible criminal proceedings may result and the employee is the subject of the investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated, and, upon request, be informed whether or not the interview is related to possible criminal misconduct by them. The employee will be required to answer questions only after they have been informed that they must answer questions specifically related to their job performance or face disciplinary action. Any answers given under these circumstances are considered involuntary. Such answers may not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for giving any false answers while under oath. When a written declination of criminal prosecution is received from the appropriate authority, the employee will be provided a copy.

**Section 4.** As specifically provided under 5 USC 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Agency and one (1) or more



employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Agency shall advise the Union at the corresponding level, in advance, of the subject matter.

**Section 5.** By mutual consent of the Agency and the Union, if a representative has been requested by the employee, meetings and discussions under Section 1 of this Article may be accomplished virtually or by telephone. By mutual consent of the Agency and the Union, meetings and discussions under Section 4 of this Article may be accomplished virtually or by telephone.

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

**Section 6.** A Union Representative, while performing their representational duties, will not be required to disclose information obtained from a bargaining unit employee who is the subject of an investigation, unless the confidentiality of the conversation with that employee is waived by the Representative, or an overriding need for the information is established.

TAU

12/5/2021

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**ARTICLE 11  
DUES WITHHOLDING**

**Section 1. Payroll Deductions**

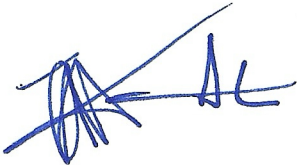
- a. Pursuant to 5 USC 7115, deductions for the payment of Union dues shall be made from the pay of members in the unit who voluntarily request such dues deductions.
- b. The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's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

**Section 2. Employee Responsibilities**

- A. A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to the appropriate payroll processing center. The authorized official of the Union will include appropriate codes for employees bargaining unit as annotated below on the SF-1187 as the appropriate payroll identification for NATCA. The form must be received in the payroll office at least four (4) days prior to the beginning of the pay period in which the deduction is to begin.

0049 -Staff Support Specialist	594
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B. An employee who has authorized the withholding of Union dues may request revocation of such authorization after one (1) year by completion and submission of a Standard Form 1188 (SF-1188), Cancellation of Payroll Deductions for Labor Organization Dues, to the appropriate payroll processing center in accordance with the procedures below:

1. March 1 shall be the annual date for all revocations of Union dues. The employee must complete and submit an SF-1188 to the Agency between the dates of January 1 to January 31 of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the appropriate Agency payroll processing center shall discontinue withholding the dues from the employee's pay effective only with the first full pay period which begins after the following March 1. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

2. In accordance with 5 CFR § 2429.19, members joining on or after August 10, 2020: An employee may revoke their dues withholding authorization by filing an SF-1188 at any time after the anniversary date of their first dues withholding. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

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

D. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Agency shall be responsible for notifying the appropriate servicing payroll processing center



when one of these actions occurs.


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

### **Section 3. Union Responsibilities**

- a. The Union shall be responsible for purchasing and distributing SF-1187. The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll processing center.
- b. The Union agrees to inform the Agency of the following:
  - (1) If the amount of regular national dues is changed by the Union, the Union will notify the Director, Office of Labor and Employee Relations, in writing and will certify as to the new amount of regular national dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes shall not be made more frequently than once in a twelve (12) month period.
  - (2) The Union agrees to give prompt, written notification to the appropriate payroll office within one (1) pay period, in the event an employee having dues deducted is suspended or expelled from membership in the Union, so that the employee allotment can be terminated.
  - (3) Immediate written notification will be provided to the Director, Office of Labor and Employee Relations, of any changes to the address or bank routing number for NATCA Headquarters where the electronic transfer for the total amount of dues deducted is sent.

### **Section 4. Agency Responsibilities**

- a. The total amount of dues deducted each pay period shall be authorized by the appropriate payroll processing center and electronically transferred to the Union not later than ten (10) working days after the close of each pay period. The Union shall not incur any fees for this service. Each pay period, the Union shall be provided with an electronic list showing the names of employees, the amount deducted for dues for each employee, and the amount remitted by the accompanying electronic funds transfer (EFT).
- b. To ensure dues withholding without interruption for employees who change position within the bargaining unit, the Agency shall implement the following actions:
  - (1) Automatically generate in the remarks section of the employee's Notification



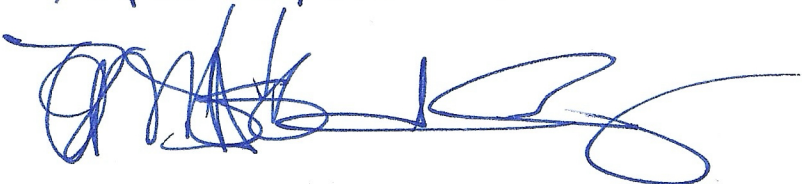
of Personnel Action (SF-50) the statement "Continue Dues Withholding, If Applicable."

- (2) Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee moves from one bargaining unit position to another.
  - (3) Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.
  - (4) In the event that dues are discontinued erroneously, the Agency shall automatically reinstitute previously submitted SF-1187 on the dropped employee's behalf. The Agency shall be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination.
- c. The Agency shall terminate dues withholding, as soon as practicable, when an employee leaves a bargaining unit position, either temporarily or permanently, by effecting the following actions:
- (1) Automatically generate in the remarks section of the employee's Notification of Personnel Action (SF-50) the statement "Employee Has Left Bargaining Unit; Terminate Dues Withholding, If Applicable."
  - (2) Provide the SF-50 to the gaining payroll technician within the next pay period of the effective date the employee leaves the bargaining unit position.
  - (3) Generate a tickler record every pay period listing the employees for whom the preceding remark was generated.

In the event that an employee's dues are continued erroneously due to the action or inaction of the Agency, the Agency shall be responsible for reimbursing the employee, consistent with the provisions of Section 2c of this Article.

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

TAU 11/8/2024



**ARTICLE 18**  
**OFFICE MOVES, RELOCATIONS, AND**  
**WORKSTATION ASSIGNMENTS**

**Section 1.** Policies and procedures regarding space management, such as office moves, relocations, and workstation assignments, shall be in accordance with FAA Order 4665.4B, dated March 20, 2024, FAA Administrative and Technical Space Standard, and this Agreement. The Agency shall notify and negotiate with the union at the appropriate level, all office moves, reconfigurations, and relocations impacting bargaining unit employees in accordance with this agreement.

**Section 2. Employee Workstations.** The following parameters must be followed when configuring and reconfiguring bargaining unit employees' workstations:

- a. **Standard Workstation:** Standard Workstations are permanent non-shared spaces assigned to one (1) employee. Employees assigned to an Official Worksite who are regularly scheduled to be in the office six (6) or more days in a pay period shall be assigned a standard workstation with a minimum of sixty-four (64) usable square feet in size, and a partition wall height of at least five (5) feet.
- b. All other employees will have access to alternative workstations as defined below:
  - i. **Hoteling Workstation:** A shared/non-dedicated, non-permanent, partitioned temporary workstation, a minimum of thirty-two (32) usable square feet in size, available to be reserved by employees assigned to that Official Worksite.
  - ii. **Touchdown Workstation:** A temporary workstation, a minimum of thirty-two (32) usable square feet in size, available on an "as needed" basis, typically for employees who are visiting the office for a brief time or need a quick place to work between meetings.
- c. All workstations shall be equipped with standard office technology (e.g., telephone or its equivalent, laptop connections, necessary power outlets). In addition, Standard Workstations and Hoteling Workstations shall be equipped with a chair, docking station, monitor, keyboard, and mouse.
- d. The Agency shall ensure that the number of available Hoteling Workstations is commensurate with at least seventy-five percent (75%) of the total number of employees who utilize an alternative workstation.
- e. At locations where suitable unused space exists, workstation size may be increased.





- f. To the extent practicable, access to natural light from windows shall not be compromised by the placement of conference rooms, storage rooms, or hard-walled offices.
- g. For work areas that have between four (4) and fifteen (15) employees, the Agency will provide at least one (1) private collaboration space (e.g. conference room, huddle room, etc.) for meetings, private interactions, and other activities including review of plans and drawings. At least one (1) additional collaboration space will be provided for every fifteen (15) employees beyond the initial fifteen (15).

These areas shall be enclosed, accommodate a minimum two (2) to four (4) people, standard office technology, chairs and a table and be designed for the intended use. Collaboration space should be located within close proximity to individual workstations so that impromptu meetings can readily and quickly move from the open-plan area to an enclosed space, to minimize noise transmission.

**Section 3.** If an employee's Telework Agreement changes, such that the employee is required to be in the office fewer or more days, they will be provided a workstation in accordance with Section 2 of this Article.

**Section 4.** When a standard workstation becomes available, it shall be offered to other similarly situated unit employees in the office on the basis of seniority. The determination of the scope of similarly situated and the procedures to be used shall be negotiated at the local level. To the extent practicable, cubicles and offices currently assigned to bargaining unit positions shall be maintained as bargaining unit employee locations. When a bargaining unit employee takes a permanent or temporary position in excess of thirty (30) days outside one of the bargaining units covered by this Agreement, if requested by the Union, the employee shall have their cubicle reassigned to a bargaining unit employee in accordance with this section.

**Section 5.** All moves that require the bargaining unit employee's presence shall be accomplished on duty time.

TAU 11/20/21



**ARTICLE 21**  
**RECOGNITION AND AWARDS PROGRAM**

**Section 1.** The Parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of bargaining unit employees by rewarding their contributions to the quality, efficiency, or economy of government operations. The Agency agrees to consider granting a cash, honorary, or informal recognition award, or grant time off without charge to leave or loss of pay to an employee individually or as a member of a group.

The Parties agree the following list is meant to be an example but is not all inclusive:

- a. adoption or implementation of a suggestion or invention;
- b. significant contributions to the efficiency, economy, or improvement of government operations;
- c. exceptional service to the public, superior accomplishment, or special act or project on or off the job and contributions made despite unusual situations;
- d. recurring exemplary service; e.g., performance throughout the year that consistently exceeds expectations and contributes to FAA goals and objectives;
- e. exceptional customer service or contributions which promote and support accomplishment of the organization's missions, goals, and/or values;
- f. creative or innovative methods used to make work processes or results more effective and efficient;
- g. productivity gains;
- h. performance as reflected in the employee's most recent rating of record.

An award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee.

**Section 2.** Twice a fiscal year, upon request, the Agency will provide the Union at the national level the information described below for all cash and time-off awards for NATCA bargaining unit employees:

- Name of NATCA BUE
- Bargaining Unit Status (BUS) Code
- Type of Award

- Amount of the Award (e.g., 8 hours; or \$1,000)
- Organization Code
- Employee's Facility Level or Pay Band
- Date of the Award

For all other employees, twice a fiscal year, upon request, the Agency will provide the Union at the national level the total amount spent on cash and time-off awards for each Line of Business/Staff Office.

**Section 3.** The Parties agree to meet annually at the national level to discuss the recognition and awards program in each Line of Business/Staff Office.

Additionally, the Parties agree to meet annually at the appropriate corresponding level identified in Appendix B (Normal Points of Contact) to discuss the recognition and awards programs at those levels.

**Section 4.** Once per quarter, the Agency shall provide each Union Representative at the lowest level identified in Appendix B (Normal Points of Contact) a listing of the bargaining unit employees who have received an award during that quarter. At a minimum, the notification shall include the employee's name, type of award, and amount of award.

**Section 5.** The awards program shall not be used to discriminate against employees or to effect favoritism.

TAU 8/29/24





## ARTICLE 23 DATA SECURITY

**Section 1.** All information in Agency computer/information systems shall be protected in accordance with the Computer Security Act of 1987, as amended, the Department of Transportation Information Technology Security Program, and FAA Order 1370.121.

**Section 2.** If any record(s) maintained by the Agency on any bargaining unit employee(s) becomes lost, stolen, and/or improperly dispersed, the Agency shall notify the Union at the national level and the affected employee(s) immediately. The Agency shall assist the Union and the employee(s) in resolving the problem.

**Section 3.** In accordance with the Privacy Act, 5 USC 552a as amended, the Agency shall not require any bargaining unit employee to disclose his or her Social Security Number (SSN) unless such disclosure is specifically required by a Federal Regulation effective prior to January 1, 1975 or by Federal Statute. When such disclosure is so required, the person from whom the disclosure is sought shall be informed:

- a. That submission of the SSN is mandatory. The Federal statutory authority or pre-January 1, 1975 regulation under which submission of the SSN is required shall be identified.
- b. Of the uses that will be made of the SSN.

In accordance with FAA Order 1370.121, whenever the submission of an SSN is voluntary, the Agency employee requesting an SSN from a bargaining unit employee shall inform such employee:

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

**Section 4.** The Agency shall ensure that all Agency computer systems that require bargaining unit employees to use passwords or PINs as authentication tools will comply with FAA Order 1370.121. The Agency shall ensure information is made available to all bargaining unit



employees to understand and accomplish the requirements for creating, using, transmitting, managing, monitoring and complying with password and PIN orders and regulations.

**Section 5.** A privacy breach is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose in accordance with the Office of Management and Budget (OMB) guidance that sets forth the policy for Federal agencies to prepare for and respond to a breach of personally identifiable information (PII).

**Section 6.** The Union will identify a Point of Contact (POC) for data security/privacy issues at the national level. The Agency shall designate a POC from the office of Information Security and Privacy Services (AIS).

**Section 7.** In the event that the Agency suffers a privacy breach, regardless of whether the data breached is within the control of the Agency, the Department of Transportation, the Department of Interior, or any other federal agency, the Agency shall provide the Union's POC with notification of a breach as soon as the Agency learns of the breach. The Union POC will be provided with updates as information becomes available.

**Section 8.** The Union POC will be included in discussions to determine the appropriate level of identity theft protection to be provided in response to a privacy breach.

**Section 9.** The National Points of Contact shall meet at least once quarterly to discuss the Agency initiatives to maintain and protect employees PII and the data systems throughout the Agency that support that information. Topics that may be discussed include initiatives to remove PII from data systems, to eliminate the use of or reliance upon employee Social Security Numbers as a means for identification, to prevent privacy breaches to computer and data systems, and other initiatives designed to increase or promote the protection of PII. If the Parties' designees agree to meet at another interval, they may do so through mutual agreement.

**Section 10.** The Parties agree that the Union POC shall be on official time, if otherwise in a duty status, for all meetings described in Sections 8 and 9. If it is necessary to schedule meetings outside the regularly scheduled tour of duty of the Union POC, he/ she shall be allowed to change his/ her schedule, staffing and workload permitting, so that he/ she may participate during duty hours.

**Section 11.** If the Agency determines that a face-to-face meeting is necessary, then the Agency will pay the appropriate transportation and lodging costs for the Union POC in accordance with the FAA Travel Policy (FAATP) and Article 96 (Temporary Duty Travel).


**Section 12.** A copy of the Information Security and Privacy Awareness Training (SAT) shall be provided to the Union POC. Any changes to the training will be discussed with the POC. The



Agency recognizes its obligation to provide notice and opportunity to bargain to the Union in accordance with the Article 7 of this Agreement and applicable law.

**Section 13.** Provided staffing and workload permit, an employee, who has been identified as impacted by a privacy breach involving the Agency, will be allowed time while at work to assess and repair damage from identity theft. Use of a government computer to access the internet to contact banks, credit card companies, credit monitoring services, or other activities relating to the restoration of one's identity is permitted as limited personal use under FAA Order 1370.121.

*TAU  
July 23, 2024*



**ARTICLE 25  
SICK LEAVE**

**Section 1.** Full-time employees shall earn sick leave at a rate of four (4) hours a pay period.

**Section 2.** Sick leave must be granted when an employee meets one of the following conditions:

- a. is incapacitated and cannot perform the essential duties of his/her position because of physical or mental illness, injury, pregnancy, or childbirth;
- b. receives medical, dental or optical examinations or treatment;
- c. would, per a health authority with jurisdiction or a health care provider, jeopardize the health of others due to exposure to a communicable disease.
- d. for any activity related to the adoption of a child upon proper notification and documentation, when requested. Leave for parents who voluntarily choose to be absent from work to bond with an adopted child is covered under Article 26 and Article 30 of this Agreement.

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

- a. provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
- b. make arrangements necessitated by the death of a family member or attends the funeral of a family member.

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

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

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

**Section 6.** Employees should request leave in advance for prearranged optical, medical, or dental appointments. However, if the absence is unplanned, the Agency must be notified before or



within the first hour of the time scheduled to report for duty, unless in the judgment of the Agency there are extenuating circumstances, which prevent the employee from doing so.

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

**Section 7.** In individual cases when employee counseling has not been effective and there remains sufficient cause to believe an employee may be abusing sick leave, the employee may be given advance written notice, indicating the reason(s) that he/she will be required for a period of time, not to exceed six (6) months, to furnish a medical certificate for each subsequent absence. When written notice is issued, the form in Appendix \_\_\_ will be used. An employee who has received written notice and is released from duty because of illness may be required to furnish a medical certificate for that day. When it has been determined by the Agency that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records and all copies shall be returned to the employee.

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

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

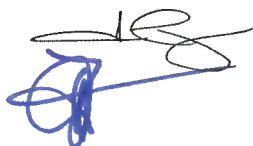
**Section 10.** Except as otherwise provided for in Section 7, an employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for that day.

**Section 11.** The use of sick leave checklist forms shall not be developed or used at the local level. If the need arises to develop a sick leave checklist form, it shall be mutually agreed to by the Parties at the national level.

**Section 12.** Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

**Section 13.** Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

**Section 14.** Each employee shall be entitled to an advance of up to thirty (30) days sick leave, for serious disability or ailment, except when:



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

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

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

**Section 15.** When an employee becomes seriously ill or injured at work, the Agency shall arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Agency shall notify the employee's family or designated party of the occurrence and location of the employee.

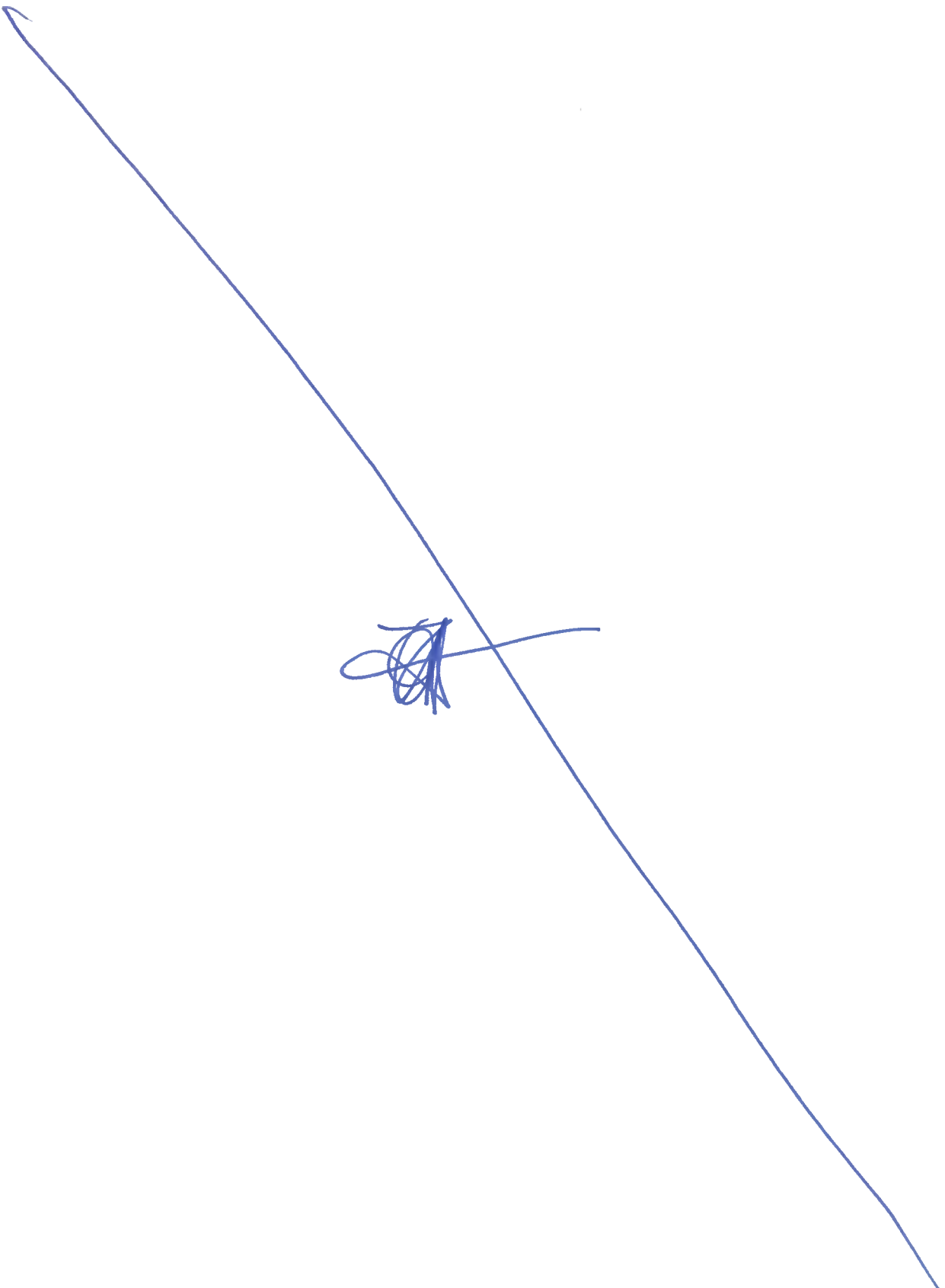
**Section 16.** When an employee is unable to do so because of serious injury, incapacitation or illness, the Agency shall make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

**Section 17.** Federal Employees Retirement System (FERS) employees shall be eligible upon retirement for a Sick Leave Buy Back option as follows:

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

TAU: 6/4/2024



**ARTICLE 41**  
**RETIREMENT AND BENEFITS ADMINISTRATION**

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

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

**Section 3.** After an employee's death, and with the beneficiary's consent, the Agency shall promptly provide a knowledgeable representative to personally explain to the deceased employee's primary beneficiary all benefits to which they may be entitled. When such a personal explanation is not desired, the beneficiary shall be advised of such benefits by other means. The representative shall assist in completing the appropriate forms and filing the claim for unpaid compensation benefits. Those benefits shall include, but not be limited to, lump sum leave payment, any retirement insurance, Social Security benefits and other services to which the beneficiary may be entitled. This representative shall be the contact point until all applicable benefits are settled.

**Section 4.** The Parties recognize the importance of providing employees education on the retirement systems. The Agency shall maintain a retirement planning program to be made available to employees. The program shall include, but not be limited to, briefings, individual counseling, assistance, information, and materials distribution. It is optimal for employees to be afforded the opportunity to participate in an in-person briefing. The options in Sections 5 and 6 are available to employees within seven (7) years of retirement eligibility. Employees shall be afforded duty time/excused absence to participate in one (1) Agency or Union sponsored briefing. Employees are not prohibited from participating in additional Agency programs in a non-duty status, subject to space availability.

**Section 5.** Agency sponsored briefings:

- a. Agency sponsored in-person briefings within the commuting area. Employees will be allowed to participate in a duty status, if otherwise in a duty status. Employees normally shall attend briefings within their commuting area. Employees are not entitled to travel and per diem except, when no briefing is scheduled within the commuting area, the Agency shall authorize, on a one-time basis, either the use of a Government Owned Vehicle (GOV) or a Privately Owned Vehicle (POV) to attend the nearest briefing outside the commuting area.





- b. When no briefing is scheduled in the commuting area or at the request of the employee, the employee may attend an Agency sponsored interactive virtual briefing (e.g. Zoom, MS Teams, Webex, webinar, GoTo Meeting) in a duty status, if otherwise in a duty status.

**Section 6.** Union sponsored in-person briefings:

- a. Once annually, the Union shall provide the Agency at the national level a schedule of briefing dates, times, locations, and a briefing on the materials to be presented. Subject to staffing and workload, the Agency shall grant eight (8) hours of excused absence to bargaining unit employees to participate in these briefings. The Agency will not pay travel, per diem, tuition, or other related costs for the Union sponsored briefings.
- b. At the local level, requests for excused absence to attend these briefings shall be submitted to the Agency by the Union no later than forty-five (45) days prior to the date of the briefing. Such requests shall be approved/disapproved no later than twenty-eight (28) days prior to the date of the briefing. Employee names submitted less than forty-five (45) days in advance shall be approved/disapproved in the order they were received.

**Section 7.** The Agency shall provide a retirement planning program for individuals participating in the Federal Employees Retirement System (FERS). FERS and Civil Service Retirement System (CSRS) employees shall receive information as part of orientation, and follow-up individual counseling. The program may include, but not be limited to, video tape briefings, individual counseling, assistance, information and materials distribution. This planning program shall be made available to all new employees within one (1) year of entering on duty with the Agency. Employees who elect to change from CSRS to FERS shall have this planning program made available to them within one (1) year of their election. FERS employees who have not received this program shall have it made available to them within two (2) years of the signing of this Agreement. Employees participating in this program shall be in a duty status. Employees are not entitled to travel and per diem. FERS employees shall receive standard education on the Thrift Savings Plan (TSP) upon any major change to TSP.

**Section 8.** Brochures and pamphlets associated with benefits programs shall be provided to the national and regional offices of the Union.

**Section 9.** The Agency shall ensure that the most recent version of retirement and benefits information, including the following brochures and forms are available to employees for review:

- a. enrollment Information Guide and Plan Comparison Chart;
- b. brochures on both government-wide plans;
- c. any brochures they may request on plans sponsored by employee organizations for which employees may qualify; and
- d. brochures of all comprehensive plans serving the area in which the employee is located.

**Section 10.** If there is any change in retirement or benefits, or related laws or regulations, the Agency at the national level shall within thirty (30) days brief the national Union officers. Any changes which may require negotiations shall be handled in accordance with Article 7.

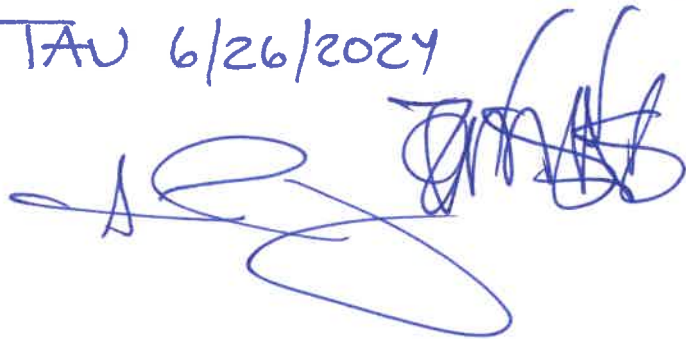
**Section 11.** In the event it is determined that an employee is permanently disqualified for his/her duties, the Agency shall inform the employee of the rights, benefits and options, including other types of positions for which the employee may be qualified and the procedures for requesting consideration for such positions.

**Section 12.** An employee who has been engaged in the separation of aircraft as defined in P.L. 92-297, shall be eligible for retirement in accordance with applicable law.

**Section 13.** The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by OPM. In order to minimize this processing time, employees may submit their application for retirement to the appropriate Human Resource Management Division ninety (90) days prior to the scheduled effective date of separation. The Agency agrees to process all necessary paperwork in connection with a retirement application as it is submitted and in a timely manner.

**Section 14.** In the event health fairs or similar activities are conducted at any Agency facility, the Agency should request participating vendors to be available so as to allow maximum employee participation on duty time. Additionally, the Agency should advise other facilities in the local area in order to allow for maximum employee participation. Employees are not entitled to travel and per diem.

TAU 6/26/2024



**ARTICLE 42**  
**BIDDING PROCEDURES**

**SECTION 1.** The Parties agree that it is a desirable practice to promote from within. As appropriate, the Agency shall post internal vacancy announcements when posting external vacancy announcements.

**SECTION 2.** Vacancy announcements will be posted online (such as USAJOBS) as they become available. Online access shall be afforded to all bargaining unit employees through the computers provided for in Article 36 of this Agreement.

**SECTION 3.** At a minimum, vacancy announcements shall include:

- a. Opening date
- b. Closing date
- c. Position
- d. Salary range, including locality rate
- e. Duty location(s)
- f. Whether PCS expenses will be paid and at what amount
- g. Area of Consideration
- h. Duties
- i. Qualifications
- j. Rating criteria
- k. Requirement for security clearance
- l. How to apply
- m. Where to submit bids
- n. Contact information
- o. Bargaining unit status
- p. Requirements for financial disclosure
- q. Duration of assignment, if a temporary position
- r. Requirements for medical certificate
- s. If position is considered to be a Testing Designated Position

**SECTION 4.** Internal candidates may apply and be considered for vacancies under On-the-Spot hiring authority (i.e., Direct Hiring Authority).

**SECTION 5.** If the Agency has posted internal and external vacancy announcements for the same bargaining unit position, the selecting official shall consider all candidates simultaneously.

**SECTION 6.** All vacancy announcements for bargaining unit positions shall be open for a minimum of ten (10) business days before the closing date of the announcements. All bids must be submitted by the closing date of the vacancy announcement.



**SECTION 7.** If the Agency decides to interview any qualified employee on the selection list, then all on the list who are qualified must be interviewed. If the selection list is shortened to a best qualified list through a comparative process, then the best qualified list shall be considered to be the selection list. If it is determined that interviews are required and telephone or virtual interviews are not utilized, travel expenses incidental to these interviews will be paid in accordance with the Agency's travel regulations and this Agreement.

**SECTION 8.** If as a result of a grievance being filed under this Article, the Agency agrees or an arbitrator decides that an employee was improperly excluded from the selection list, they will receive priority consideration for the next appropriate vacancy for which they are qualified. If the employee is selected for the vacancy, the priority consideration will be considered to be satisfied. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded.

**SECTION 9.** In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion was made.

**SECTION 10.** Employees may arrange mutual reassignments with employees of equal grade and series. Employees may arrange mutual reassignments with employees who have previously held an equal grade on a permanent basis, unless the downgrade was for cause or performance. Such mutual reassignments are subject to the approval of the Agency.

**SECTION 11.** An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process. Requests may be for all positions and may involve a move from one geographic location to another. Consideration shall be given to such requests according to the needs of the Agency. The employee shall not normally be eligible to receive any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case, the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

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

- a. Cover letter stating: "Filed in accordance with Employee Requested Reassignment (ERR) for position at (name of facility/office); and
- b. Personal resume.

Upon receipt of the package the receiving office will advise the employee that they have received their request. The application shall remain on file for fifteen (15) months from receipt.



**SECTION 12.** Upon request, the following information shall be made available to the employee:

- a. Whether the employee was considered for the position and, if so, whether they were found eligible on the basis of the minimum qualification requirements for the position;
- b. Whether the employee was one of those in the group from which selection was made; i.e., one of the best qualified candidates available and appeared on the list made available to the selecting official;
- c. Any record of formal or informal supervisory appraisal of past performance used in considering the employee for the position;
- d. Who was selected for the position; and
- e. In what areas, if any, the employee should improve to increase their chances for future selection.

TAU 10/22/24

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**ARTICLE 43  
TEMPORARY PROMOTIONS**



**Section 1.** When it is known that a higher level supervisory or staff position will be temporarily vacant for a period of fifteen (15) days or more and a bargaining unit employee is assigned to fill the position for the period of the vacancy, that employee shall be given an immediate temporary promotion. The promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected.

**Section 2.** When competitive procedures are not used, the position will be placed on a commuting area wide vacancy announcement soliciting volunteers. If the area of consideration is expanded beyond the commuting area, it will be solicited Region/Functional Area/Division/Service Area-wide, as appropriate. The announcement shall contain the qualifications established by the Agency, if any, and the length of the temporary promotion. The employee selected for the position shall be given an immediate temporary promotion as soon as the administrative requirements can be met and the necessary paperwork effected.

**Section 3.** Union representatives shall not be required to fill any temporary promotion as long as other qualified bargaining unit employees are available.

**Section 4.** An employee selected to fill a temporary position, in accordance with the provisions of Section 2 of this Article, shall not have the assignment extended beyond one hundred eighty (180) days.

**Section 5.** All temporary promotions will be documented.

TAU 5/14/2024  
  




**ARTICLE 46**  
**MANAGEMENT-DIRECTED REASSIGNMENTS**

**SECTION 1.** The purpose of this Article is to address the effect of management-directed reassignments (“reassignments”) as a result of actions such as: reorganizations, realignments (e.g., facility/office closures, office relocations, etc.), consolidations, staffing imbalances, or when positions are eliminated. Except for the notice requirements as specified below, the provisions of Article 7 of this Agreement govern negotiations between the Parties regarding matters contained in this Article.

**SECTION 2.** The Parties recognize the importance of the early and open exchange of information. The Union at the National level shall be provided notice of reassignments covered by this Article as soon as practicable but in no event later than the timelines specified in Sections 5 and 6.

- a. Notice to the Union shall include an explanation as to the rationale for, and the proposed effective date of, the reassignment.
- b. Additionally, the Agency will provide a copy of the Mass Change List (MCL) in accordance with the FAA Order 1100.1D dated November 1, 2024, if required.
- c. Absent a requirement for the MCL, the Agency will include the following information for each affected employee:
  1. Name
  2. Occupational Series
  3. Current Duty Location
  4. Current Facility Routing Code
  5. Current Organizational Code
  6. Current Organizational Code Description
  7. Current Position Number (PD)
  8. Current Bargaining Unit Status (BUS code)
  9. New Duty Location (if different)
  10. New Facility Routing Code
  11. New Organizational Code
  12. New Organizational Code Description
  13. New Position number (PD) (if different)
  14. New Bargaining Unit Status (BUS code) (if different)
- d. In the event the Agency holds a briefing with employees regarding the reassignment(s), the Agency will provide the Union notice of that briefing as required under Article 6 of this Agreement. No briefing shall occur prior to the Union being provided notice in accordance with Section 2(a) above.
- e. When applicable, following completion of the change in the organization, and upon request, the Union shall be provided with an updated organizational chart.



**SECTION 3.** In the event of a management-directed reassignment, the Agency shall provide notice to each employee. At a minimum, this notification must:

- a. Explain why the reassignment is taking place.
- b. Provide the effective date for the reassignment.
- c. When applicable, give the employee a reasonable time (normally thirty [30] calendar days) to accept or reject the reassignment.
- d. Inform the employee of their right to discuss employment, retirement, benefits, and termination options associated with the reassignment with representatives/ specialists of the employee's local Human Resources Management Office, and their Union Representative.

**SECTION 4.** In the event an administrative reassignment becomes necessary as a result of an organizational change described in Section 1, the Agency shall expedite existing selections awaiting release to/from affected facility/office(s) prior to making a decision as to the number of employees to be affected as well as the locations involved.

**SECTION 5.** For reassignments that do not require an employee to relocate:

- a. The Union at the National level shall be provided notice of any reassignments under this Section as soon as possible, but no less than thirty (30) days prior to the reassignment date. To the maximum extent practicable, the Agency shall provide the Union notice at least five (5) days prior to providing notice to the employee.
- b. Employees shall be given advance written notice at least thirty (30) days prior to the reassignment date.

**SECTION 6.** For reassignments that require an employee to relocate:

- a. The Agency shall notify the Union at the National level as soon as possible under this Section, but not less than twelve (12) months prior to the reassignment date.
- b. When a reassignment requires an employee to relocate outside their Official Duty Station or local commuting area, the employee shall be given advance written notice at least six (6) months prior to the reassignment date.

**SECTION 7.** Reimbursement for relocation expenses resulting from a reassignment shall be in accordance with Article 58 (Moving Expenses) of this Agreement.

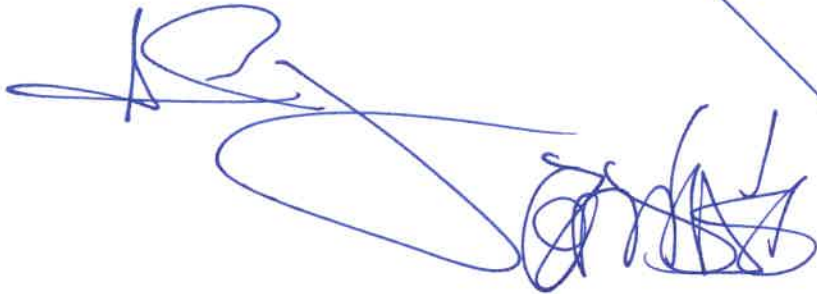
**SECTION 8.** An employee who declines a management directed reassignment shall be entitled to all rights and benefits as contained in Article 86 (Career Transition Assistance) of this Agreement.





**SECTION 9.** In the event a change in the workforce described in this Article requires the Agency to implement a reduction-in-force (RIF), the procedures outlined in Article 47 (Reduction in Force) and Article 86 (Career Transition Assistance) of this Agreement shall apply.

TAU 12/4/24

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**ARTICLE 49**  
**INTERNET AND COMPUTER USAGE**

**Section 1.** The Agency shall allow limited personal use of computer equipment, including Internet access. This usage shall conform to FAA Order 1370.121.

TAV 6/26/2026  
 

## ARTICLE 114 COLLABORATION

**Section 1.** The Parties agree that in order to lay the foundation for the aerospace system of the future and to make a difference for our stakeholders, while addressing the challenges that a changing industry presents, we must harness the collective strength of our employees. To that end, the Parties agree to work collaboratively to modernize and improve the National Airspace System (NAS), and to enhance the work life and productivity of employees.

**Section 2.** For the purpose of this Agreement, collaboration means both Parties taking responsibility to engage in meaningful dialogue with their counterpart(s). This includes making a genuine effort to ensure that both Parties' interests have been identified and as many as possible have been addressed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the Agency. Collaboration shall be not construed as a waiver of any Union or Agency right.

**Section 3.** The Parties agree that it is mutually beneficial for the Union to be involved in workgroups established at the local, regional, or national level to collaborate with the Agency to accomplish the objectives identified in Section 1. Further, it is in the best interest of the Parties to resolve or minimize any issues so as to ultimately provide for more timely resolution.

**Section 4.** When either Party at the local, regional, or national level, identifies a need for a workgroup(s) to accomplish the objectives identified in Section 1, they shall promptly notify the other Party as to their desire to establish a workgroup(s).

**Section 5.** When the Parties agree to establish a workgroup(s), they will collaborate on the scope of the workgroup, which shall be defined in writing and communicated to each member prior to the commencement of business. At a minimum, scoping documents will include the number of workgroup participants, designation of co-leads, and the extent to which the workgroup is empowered to make decisions or recommendations. Separate scoping documents may be developed by the workgroup co-leads to establish and empower subgroups, when appropriate.

**Section 6.** Workgroups will include bargaining unit employees designated by the Union, in consultation with the Agency. Employees shall be in a duty status for all workgroup activities and shall be afforded sufficient duty time to travel for meetings and related activities. Union designated workgroup members and/or representatives will be provided access to the same information as any other workgroup member.

**Section 7.** Workgroups established by this Agreement will make decisions or recommendations by consensus. For the purpose of this Agreement, consensus is defined as the voluntary agreement of all representatives of the workgroup for a particular outcome. If the workgroup is unable to reach consensus, the co-leads are authorized to reach agreement. Agreements reached by the workgroup(s) shall be reduced to writing and shall be binding on both Parties, provided they are within the defined scope. If the co-leads are unable to reach an agreement, either Party may pursue whatever course of action is available in accordance with Article 7 of this



Agreement, the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

**Section 8.** When either Party identifies a need for a national representative(s), they shall promptly notify the other Party. When the Parties at the national level agree that there is a need for a national representative(s) to accomplish the objectives identified in Section 1, the Union shall designate the representative(s), in consultation with the Agency. Employees serving as national representatives shall be in a duty status unless otherwise agreed to by the Parties.

**Section 9.** When a national representative is established, the Parties will collaboratively identify, at a minimum, the following: the specific duties to be performed; location of the position; the duty time necessary to meet the responsibilities; and the anticipated duration of the assignment. If the Agency has determined that Extended Temporary Duty Travel Tax Reimbursement Allowance (ETTRA) will not be offered, employee temporary duty travel shall be for periods of less than one (1) year. These agreements shall be reduced to writing for each national representative position established.

**Section 10.** Within ninety (90) days of the signing of this Agreement, the Parties at the local, regional, or national level, as appropriate, shall meet to review existing workgroup scoping documents to ensure compliance with this Article. Until the review is complete, the Parties agree to maintain the existing workgroups and associated scoping documents.

**Section 11.** Within ninety (90) days of the signing of this Agreement, the Parties shall meet to review the national representative positions not identified in this Agreement. Until the review is complete, the Parties agree to maintain the existing national representatives.

**Section 12.** Within ninety (90) days of the signing of this Agreement, the Parties shall meet to establish/review written agreements for the national representative positions identified in this agreement.

TAU 6/25/2024



## **ARTICLE 64**

### **SAFETY EVENTS REPORTING AND REVIEW**

#### **(Staff Support Specialists Only)**

**Section 1.** The Parties shall apply the following provisions to instances in which a safety event occurs or is believed to have occurred, to safety problems/initiatives, and to govern the administration of the ATO Quality Assurance Program, ATO Quality Control, Air Traffic Organization Occurrence Reporting (ATOOR), and Voluntary Safety Reporting Programs (VSRP).

**Section 2.** For the purposes of the ATSAP MOU, dated March 27, 2008, an operational “error” and/or “deviation” shall be defined as:

- a. A Loss of required separation;
- b. An aircraft lands or departs on a runway closed to aircraft operations after receiving air traffic authorization;
- c. An aircraft lands or departs on a runway closed to aircraft operations, at an uncontrolled airport and it was determined that a NOTAM regarding the runway closure was not issued to the pilot as required;
- d. Less than the applicable separation minima existed between an aircraft and adjacent airspace without prior approval;
- e. An aircraft penetrated airspace that was delegated to another position of operation or another facility without prior coordination and approval;
- f. An aircraft penetrated airspace that was delegated to another position of operation or another facility at an altitude or route contrary to the altitude or route requested and approved in direct coordination or as specified in a letter of agreement (LOA) pre-coordination, or internal procedure;
- g. An aircraft is either positioned and/or routed contrary to that which was coordinated individually or; as specified in a LOA/directive between positions of operation in either the same or a different facility; and/or
- h. An aircraft, vehicle, equipment, or personnel encroached upon a landing area that was delegated to another position of operation without prior coordination and approval.

Upon request, an employee who experiences any of these events shall be removed from an operational position as soon as operationally possible.

When the Agency becomes aware of any loss of standard separation of less than sixty-six percent (66%), a runway incursion, and an employee requests to be relieved from an operational position or the Agency has elected to relieve an employee from an operational position due to an occurrence, the Principal Facility Representative or his/her designee shall be notified. Employee(s) last providing ATC services to an aircraft involved in a fatal accident shall be relieved from operational position as soon as operationally feasible and must remain relieved from operational duties until the performance review portion of a Covered Event Review (CER), as defined in JO 7210.634, and associated training, if assigned, is completed.

**Section 3.** The Principal Facility Representative, or his/her designee, will be afforded the opportunity to be present for any interview of an employee conducted by the Agency as the result of a Mandatory Occurrence Report (MOR) or Electronic Occurrence Report (EOR). By mutual consent of the Agency, employee(s), and the Union, interviews may be accomplished by telephone. The employee and his/her Union representative shall be permitted to review all available information prior to the interview.

Employees shall be on duty time and the Union representative shall be granted official time to participate in these proceedings.

The Agency shall provide the Principal Facility Representative, or his/her designee, with the names of all employees to be interviewed. The Agency shall collaborate with the Principal Facility Representative, or his/her designee, to establish an interview schedule. No changes to an employee's schedule may occur without the consent of the employee.

**Section 4.** Signed employee statements will only be required in the event of a pilot deviation.

**Section 5.** In the event that an employee is not permitted to return to operational duty following a reported occurrence, the Air Traffic Manager, upon request of the employee, shall provide a written explanation of the reason for such action within twenty-four (24) hours following the occurrence.

**Section 6.** If the Agency conducts a performance discussion related to an EOR and/or MOR, or determines that a review is warranted through the QA Risk Analysis Process (RAP) or a QC Service Review, the following provisions apply:

Involved employee(s) shall be notified as soon as possible that a review was conducted. This notification shall not occur while employees are working a control position.

The Agency shall offer and afford sufficient duty time to complete an ATSAP report. The time to file an ATSAP report should occur as soon as operationally possible, but need not occur during the same duty day. Normal ATSAP timelines apply to these submissions; timeliness will be based on the actual allocation of duty time. Employees that have already filed an ATSAP report but request to add additional information to their report shall be provided time under this Section.

Employees shall be permitted to review the performance documentation and recorded Data concerning the occurrence prior to submitting an ATSAP report.

**Section 7.** QC Service Reviews shall be conducted outside of the operating quarters. The Principal Facility Representative, or his/her designee, shall be afforded the opportunity to participate in these proceedings. QC Service Reviews will be conducted in a collaborative manner and any findings of the reviews will, when practicable, be jointly developed.

**Section 8.** The Union, at the appropriate level, shall have the opportunity to provide a response to a request for information regarding a safety event or safety problem. The Agency will work with the Union in a pre-decisional, collaborative manner in developing a response to a Corrective Action Request (CAR). If the Parties cannot achieve a consensus on a resolution, they are free to pursue traditional processes for resolution.

**Section 9.** The principles and processes contained within Article 51 of this Agreement shall be utilized for a Compliance Verification (CV), Quality Control Check (QCC) or Quality Control Validation (QCV), regardless of the level at which the activity is conducted.

**Section 10.** Information derived from a CV, QCC, QCV, or QA Risk Analysis Panel (RAP) will only be used to identify systemic or organizational safety issues. This information may not be attributed to or identify an individual employee.

**Section 11.** Upon request, the Union, at the appropriate level, shall be given an entire copy of any report generated during a Quality Assurance or Quality Control initiative.

**Section 12.** The administration of VSRP, ATO Quality Assurance Program (QAP), ATO Occurrence Reporting (ATOOR), and ATO Quality Control (QC) shall be conducted in accordance with the provisions contained within JO 7200.20, JO 7210.632, JO 7210.633, and JO 7210.634.

**Section 13.** Upon request, and subject to staffing and workload, employees shall be afforded sufficient duty time to complete an ATSAP report.

**Section 14.** New employees shall be trained on the provisions of JO 7200.20 and the ATSAP MOU within thirty (30) days of assignment to a facility, or as otherwise agreed to by the Parties at the local level. Training requirements and curriculum shall be jointly developed by the Parties at the national level.

**Section 15.** Loss of standard separation alert data will be available at the local facility level; however, the data shall not be accessed in the operating quarters and, if possible, access to the data shall be restricted from those locations. Audio and/or visual loss of standard separation detection system terminals shall not be placed inside facility operating quarters. This requirement does not apply to collision warning systems (e.g. conflict alert, AMASS alarms).

**Section 16.** The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees. Except as required by law, the Agency shall ensure that all data collected is sanitized of all personally identifiable information prior to release outside the Agency.

**Section 17.** Union representatives shall be provided an access level for QC and safety data (e.g. EOR/MOR information, QC Service Reviews) in CEDAR equal to that of their Agency counterpart(s).

**Section 18.** Coordinators-in-Charge and NOTAM Specialists-in-Charge shall not be required to make any electronic entries into CEDAR until they have received training.

**Section 19.** The Union at the national level shall be provided RAP determinations at the same interval as the Agency.

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June 20, 2024



## **ARTICLE 67 TRAINING**

**Section 1.** The Parties agree that the Agency determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner.

**Section 2.** The Parties recognize the value of knowledge transfer and training within each Line of Business/Staff Office. Within ninety (90) days of the signing of this Agreement, each Line of Business/Staff Office and the Union shall meet at the national level to determine the need for Collaborative Workgroups in accordance with Article 114 (Collaboration) to explore knowledge transfer practices and possible improvements on training procedures. Should any Collaborative Workgroup be established, they will be empowered to make recommendations to the Parties at the national level.

**Section 3.** Should the Agency establish a training workgroup or committee within a Line of Business or Staff Office which impacts bargaining unit employees covered by this contract, the Union shall be given the opportunity to participate. While participating in workgroup or committee activities, the Union Representative shall be on official time, if otherwise on duty status.

**Section 4.** The Agency shall make every reasonable effort to provide an employee a minimum of thirty (30) days advance notice for all required training.

**Section 5.** The Agency, at the request of the employee and with employee input, agrees to assist the employee who desires a formal individual development plan. The plan, once established, shall be reviewed once a year by the bargaining unit employee and their supervisor to assess progress on achieving the learning goals and to make any adjustments in the plan to reflect changing requirements of the employee's job assignment and/or resource constraints. The scope of activities in these learning plans may include such things as Agency sponsored training, other federally sponsored training, off-the-job development obtained either through reimbursements in accordance with Section 6 of this Article or at no cost to the Agency, on-the-job assignments or details, college or university sponsored training, professional organizationally sponsored training, etc.

**Section 6.** Employees are encouraged to participate on their own time in self-initiated educational and training programs directly related to improving their job performance and professional development, in support of their job series and roles within the Agency. Employees may be reimbursed for such training in accordance with HRPM TDS-5.2, Talent Development Administration, dated July 20, 2023, subject to the availability of funds and with prior management approval. Requests for approval and reimbursement must be submitted sufficiently in advance so decisions can be made prior to enrollment. The program shall be made available on an equitable basis to all employees covered by this Agreement. The Agency shall take action, through issuance of an appropriate publication, to make all employees aware of the Agency sponsored initiatives for receiving outside training and the procedures for application.



**Section 7.** Employees may request to enroll in certain directed study courses designed to improve their work performance, to expand their capabilities, and to increase their value to the Agency. The Agency may allow personnel to devote duty time to the study of these courses.

**Section 8.** Employees receiving Agency authorized training under Sections 5 and 6 of this Article shall be permitted reasonable use of government equipment subject to availability.

**Section 9.** In the event the Agency issues a waiver to any of its training directives, the waiver shall be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

**The Following Sections Apply to the Staff Support Specialist Bargaining Unit only:**

**Section 10.** If an employee's developmental training is interrupted for thirty (30) days or more the employee shall be granted sufficient training time to attain the level of proficiency they had at the time of the interruption, prior to the resumption of the remaining allotted training hours. The employee's evaluations and/or training reports shall be used by the Agency to determine when the employee's former level of proficiency has been re-attained.

**Section 11.** Familiarization trips on duty time by employees to visit other ATC facilities shall be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose.

**Section 12.** Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, they shall be notified in writing of the specific areas to be covered and the reasons thereof. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be in accordance with FAA Order 3120.4.

**Section 13.** When a training review board is convened, the Union shall have the opportunity to designate a participant to serve as a member of the board. The purpose of the training review process is to ensure that all opportunities for training success were utilized while maintaining the integrity of the training program in accordance with FAA Order 3120.4. The review board shall be scheduled at a time and date which is agreeable to all board members. If the Air Traffic Manager does not accept the recommendations of the training review board, they shall provide written justification to the board. Probationary employees will be included in this process.

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

TAU 10/24/2024

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## ARTICLE 68 TELEWORK

**Section 1.** Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRRM WLB-12.3, FAA Telework Program, dated October 6, 2024. An employee's participation in a telework arrangement is voluntary.

**Section 2.** The Parties encourage and fully support the use of telework as a workplace flexibility that enhances the Agency's mission and reputation as an employer of choice. Teleworking is designed to benefit employees, managers, and the community.

Some of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting-related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;
- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building-related problems;
- f. reduce the office footprint and associated expenses of the FAA, increase workforce retention, and provide flexibilities that increase efficiency and effectiveness.

**Section 3.** The Administrator determines the agency-wide approach for the FAA regarding telework. Application to NATCA BUEs will be subject to the applicable terms of this Agreement.

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

- a. **Official Duty Station (ODS).** The ODS is the city, county, and state or foreign location where the official worksite is located.
- b. **Official Worksite.** The physical location of an employee's position of record where the employee's work activities are based and documented on an employee's Telework Agreement.
- c. **Alternative Worksite.** An approved worksite other than the Official Worksite, such as the employee's residence. The Alternative Worksite must provide an environment,



- connectivity, and security appropriate to the work effort and Agency requirements.
- d. **Recall Address.** The official location an employee would report to if required/recalled by management on a telework day. This address is typically, but not always, the same address as the Official Worksite.
  - e. **Mobile Work.** A type of work that requires an employee to travel frequently away from their ODS to and from agency-designated locations (e.g., inspections, property management, investigations, site audits, etc.). This is not a telework day.

**Section 5.** The following types of telework shall be available to employees. Approvals/disapprovals are subject to the criteria in Section 8.

- a. **Routine Telework.** Occurs as part of an approved, ongoing, and regular telework schedule:
  - 1. May include a telework schedule where an employee teleworks from an Alternative Worksite, with the employee scheduled to report physically to the Recall Address two (2) days or more per pay period. Under this schedule, the employee's ODS would remain their Official Worksite.
  - 2. May include a telework schedule where an employee teleworks from an Alternative Worksite, with the employee reporting to the Recall Address one (1) day or less per pay period. The Agency has determined that this telework schedule requires approval by the Head of Line of Business or Staff Office (LOB/SO), or their designee.
- b. **Non-Routine Telework (includes: conditional, situational, and unscheduled telework).** Non-Routine Telework is approved on a case-by-case basis and the hours worked are not part of a previously approved routine telework schedule. Employees shall request their desired telework schedules with their first-level manager in advance.
  - 1. **Conditional Telework.** This is a temporary telework arrangement based on an employee's unique/temporary need.
    - a. The Agency may authorize up to ten (10) days of telework per pay period, or other alternate telework schedule, that may also include approved leave. Such arrangements are limited to no more than 90 calendar days, unless it is approved by the Head of LOB/SO, or their designee.
    - b. The Agency may require appropriate documentation or supporting evidence.
  - 2. **Situational Telework.** Telework that is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule.
    - a. This may also be referred to as episodic, intermittent, unscheduled or ad-hoc telework.



- b. An employee on an approved Situational Telework Agreement may request a specific telework day(s) that satisfies the irregular and/or project-oriented needs of a work assignment. The Agency will respond to such requests in a timely manner.
- c. Requests to telework specific days under this option shall be approved or denied as soon as possible.

**Unscheduled Telework.** Unscheduled telework allows a telework-ready employee to perform telework on a day they would normally report to the office when there is an emergency announcement for weather or other unanticipated events. Once the emergency is announced, the Agency may require employees and/or employees will notify their manager of their intention to perform unscheduled telework.

An employee who has a Routine Telework Agreement in place may request a Conditional Telework Agreement. Management will review the request and apply the criteria in Section 8. Once the temporary need has ended, the Routine Telework Agreement will normally be reinstated after resubmission, if the Section 8 criteria continue to be met.

**Section 6.** Unless the Agency determines that there are operational needs for an employee to report to the office, an employee shall not normally be required to schedule a substitute in-office day for days impacted by one the following events:

- a. Emergency situations preventing the employee from commuting to the Official Worksite (e.g., a severe weather emergency);
- b. A period of approved absence from work (e.g., leave);
- c. Any holiday or day in lieu of a holiday defined under Article 28 (Holidays);
- d. When an employee is temporarily directed to work at a location other than the Recall Address; or
- e. When the employee is in temporary duty travel status away from the Recall Address.

**Section 7. Alternative Worksites.** Upon their manager's approval, and as a condition of the Telework Agreement, employees may work at one or a combination of Alternative Worksites, which include:

- a. A location in a space set aside as an office or workplace (e.g., residence) which provides appropriate environment, connectivity, and security;
- b. A teleworking center operated by the federal, state, or local government, by private industry, or by a combination of organizations working together. Teleworking centers typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time;
- c. Another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees; or
- d. A mobile office situation where the nature of the employee's position requires that their





primary duties be performed on the road or at a non-FAA third party's worksite.

**Section 8. Telework Criteria.** When an employee requests to telework and/or make a modification of their telework agreement, the Agency will apply the following criteria to grant or deny the specific request in a fair, objective, and equitable manner and based on sound business practices, not arbitrary limitations:

- a. The request would not have an adverse impact on any Agency operation or the mission of the FAA, including customer service and team productivity;
- b. Cost considerations and the potential personnel and organization implications, including:
  - i. Changes in locality pay,
  - ii. Costs associated with travel expenses,
  - iii. Future agency-directed changes in official worksite including permanent change of station (PCS) costs, and
  - iv. Lost worktime;
- c. Work activities are portable and not dependent on the employee being at the Official Worksite;
- d. Necessary materials and information to perform the position's duties are transportable to and from the Agency-designated location, and are consistent with data and systems security requirements, including Privacy Act protection requirements; and
- e. The work activities are appropriate for virtual management oversight because of clear and measurable performance standards and results.

Employees may be restricted from participating or continuing to participate in a Telework Agreement if:

1. The employee has documented deficiencies that reflect the employee's performance is unsuitable for telework. The restrictions based on these reasons may be reconsidered after the resolution of the officially documented deficiency.
2. Employee has been officially disciplined, with a letter of reprimand or greater penalty, for absence and leave misconduct within the past 12 months, or
3. Employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

**Section 9.** A Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies and must be in place before the employee begins teleworking. The following procedures apply to the submission, modification, denial, termination, and/or request for reconsideration of a Telework Agreement. Telework Agreements must, at a minimum, be reviewed and renewed annually.

- a. **Submissions.** Each eligible employee who requests to telework must electronically submit an FAA Telework Agreement through the Agency's designated automated time and attendance system (e.g., CASTLE). Approved Telework Agreements shall become effective the next full pay period after notice to the employee or the requested start date, whichever is later.
- b. **Modifications.** Changes to a Telework Agreement require the employee to submit a modification. This includes, but is not limited to, permanent changes to: first-level manager, Alternative Worksite(s), alternative work schedule, designated telework days, and/or number of telework days.
1. Employee-initiated modifications:
    - i. If the Agency approves an employee-initiated modification, the approved Telework Agreement shall become effective the next full pay period after notice to the employee or the requested start date, whichever is later.
    - ii. Denial of the modified agreement must be in accordance with Section 9(d) of this Article.
    - iii. If the employee's request for modification is denied, the existing Telework Agreement will remain in effect, subject to the criteria in Section 8.
  2. Agency-initiated modifications:
    - i. If the employee accepts an Agency-initiated modification, the employee shall submit a modified Telework Agreement in accordance with Section 9(a) of this Article, which shall become effective no earlier than the next full pay period after notice to the employee.
    - ii. If the employee chooses not to accept an Agency-initiated modification, the Agency may initiate a termination of the existing Telework Agreement in accordance with Section 9(e) of this Article.
- c. **Agency Response Time.** The Agency shall provide a written response to Telework requests and/or modifications to an existing Telework Agreement to the employee within fourteen (14) calendar days. A response to a Routine Telework Agreement request that would result in an in-office/in-person presence of one (1) day or less per pay period shall be provided within thirty (30) calendar days.
- d. **Denials.** Denial of an employee's request for a Telework Agreement or modification of an existing Telework Agreement must be based on the criteria established in Section 8. Rationale for a denial shall be provided in writing and will include specific information about how the criteria considered under Section 8 were applied, as well as information about when the employee might reapply, what actions the employee should take to improve their chance of approval, and, if applicable, any alternative acceptable telework options.



- e. **Terminations.** Termination of an employee's Telework Agreement must be based on the criteria established in Section 8. Rationale for a termination shall be provided in writing and will include specific information about how the criteria considered under Section 8 were applied, as well as information about when the employee might reapply, and any alternative acceptable telework options, if applicable. To the extent practicable, the Agency shall give a fourteen (14) calendar-day notice to the employee prior to termination of a Telework Agreement. Situations requiring a period longer than fourteen (14) calendar days, but not more than thirty (30) calendar days, for terminating a Telework Agreement may be granted upon reasonable request and if operational considerations permit.
  
- f. **Requests for Reconsideration.** An employee may, in writing, request reconsideration of the first-level manager's decision from the second-level manager within ten (10) days of receiving any denial.
  - 1. The second-level manager shall respond in writing to the employee's request for reconsideration normally within ten (10) days but not later than fourteen (14) days of the receipt of the request.
    - i. If the reconsideration is approved, a Telework Agreement must be electronically submitted and approved prior to teleworking. The employee's telework status will be effective not earlier than the next full pay period following the date of the second-level decision.
    - ii. If the reconsideration is denied, the response will be in accordance with Section 9(d).

**Section 10.** Teleworkers will be treated fairly and equitably in the application of Agency policy and as compared to non-teleworkers with respect to:

- a. formal feedback discussions (e.g., Mid-Cycle Progress Review, End-of-Year Performance Summary);
- b. training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and,
- c. the quantity, quality, and timeliness of work assignments.

**Section 11. Emergencies and Unusual Situations.** The Parties recognize that employees may encounter unusual situations or emergencies which may affect the operating status of a government facility and/or an employee's ability to telework.

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





**b.** In the event of an Agency-directed emergency response (e.g. national health emergency) all employees, including those without Telework Agreements, may be directed to telework. In that circumstance, the Agency will issue specific instructions on what steps will need to be taken by the employee to begin telework (i.e., equipment usage, software, etc.) and, engage in bargaining in accordance with Article 7 of this Agreement and the law.

**c.** An employee with an approved Telework Agreement who is telework ready must telework during an event, incident, or circumstance that interrupts or compromises operations at, or travel to or from, the Recall Address.

**d.** In case of emergencies affecting the Alternative Worksite (e.g., technical difficulties, loss of power, earthquake, etc.) employees participating in telework are to contact their first-level manager as soon as reasonably possible.

An employee who is unable to telework may be approved for unscheduled leave, unpaid leave, or be granted excused absence on a case-by-case basis.

#### **Section 12. Split Workdays.**

- a. With first-level manager approval, an employee may split their workday between teleworking and their Recall Address. Under these circumstances, the employee's travel between their Alternative Worksite and the Recall Address will be during non-work hours.
- b. Agency-required travel between an Alternative Worksite and a mobile work location will be on duty time and in accordance with Article 96 (Temporary Duty Travel) and the FAA Travel Policy. When the Agency requires the employee to split their telework day, it will be considered in-office days for purposes of this Article.

#### **Section 13. Requirement to Return to the Recall Address on a Scheduled Telework Day:**

Teleworking employees working at an Alternative Worksite may be recalled to the Recall Address based on essential operational requirements. Under these circumstances, the following should occur:

- a. To provide employees sufficient time to make necessary arrangements, first-level managers should notify employees as soon as possible if they are subject to a recall to the Recall Address.
- b. If an employee is recalled to the Recall Address on a scheduled telework day, the employee may request another telework day. At the first-level manager's discretion, they may approve another telework day within the same workweek or pay period.
- c. If the Agency requires the employee to report to the Recall Address after the start of a



scheduled shift, the time required to commute counts as duty time.


**Section 14.** Nothing in this Article should be construed to prevent the Agency from approving an employee's request for temporary changes to the specific telework days or telework locations.

**Section 15.** Changes to the form and/or information an employee is required to submit when requesting a Telework Agreement, or the method by which the request is submitted, shall not be implemented until the Agency has complied with the terms of Article 7 of this Agreement, as appropriate.

**Section 16.** Teleworking employees are not required to live within a certain proximity to the Official Worksite, however:

- a. The employee must be able to report to the Recall Address in a timely manner as required and when directed by management.
- b. Employees who telework retain the Official Duty Station (ODS) for the location of the Official Worksite if they report to the ODS no less than two (2) days per pay period.
- c. Employees shall not receive reimbursement for travel expenses for commuting to the Recall Address.

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**ARTICLE 69  
DRESS CODE**

**Section 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which maintains public confidence in the professionalism of the bargaining unit workforce.



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

**Section 3.** Neckties shall not be mandatory and denim trousers shall be permitted, as long as their condition meets the standards of Section 1 of this Article, with the following exceptions:

- a. Employees in AAM-800 during bi-weekly inspection visits when the necktie standard of the inspection site being visited requires a tie to be worn and denim trousers shall not be permitted during bi-weekly inspection visits.
- b. Employees in ARP and those in Series 1102 (Contracting Officers and Specialists) with duty locations in Washington, DC or Atlantic City, NJ, when meeting with external organizations.

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## ARTICLE 75 INJURY COMPENSATION

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

**Section 2.** The Union at the national level will designate one (1) OWCP Claims Representative who, absent an emergency or other special circumstance, will be granted twenty-four (24) hours of official time each year to attend an OWCP class sponsored by the Department of Labor (DOL). Participation in OWCP classes is for the purpose of maintaining a current working knowledge of OWCP regulations and requirements. The Union's OWCP Claims Representative shall be afforded a bank of one-hundred and four (104) hours, not to exceed eight (8) hours per pay period, of official time per year to perform OWCP Representational functions. Absent an emergency or other special circumstance, the grant of this time shall be approved upon request.

**Section 3.** The Parties agree to use the DOL Employees Compensation Operation Management Portal (ECOMP) to file Injury and Illness Reports (OSHA Form 301) and Workers' Compensation claims (CA-1, CA-2, and CA-7 forms).

**Section 4.** The Agency will maintain a website on the FAA intranet that provides information to employees on existing requirements and proper procedures for reporting such injuries or illnesses as described in Section 1.

**Section 5.** Once annually, the Agency will brief employees via eLMS of the following resources:

1. The FAA intranet website described in Section 4;
2. The DOL ECOMP system; and
3. For employees who maintain current medical clearance, reporting OWCP injuries on FAA Form 8500-8.

The Agency will share the draft of the eLMS briefing with the Union's OWCP Claims Representative before publishing it. The Union OWCP Claims Representative may provide the Agency feedback and recommendations regarding additional information they deem necessary to be included in the communication.

**Section 6.** The Agency will ensure that Federal Employees Compensation Act (FECA) claim forms are available to bargaining unit employees through the applicable electronic system. Copies of current OWCP regulations, directives and guides, if available, shall be made accessible to employees through the FAA website. The Agency shall assist employees in completing all forms necessary to ensure proper and prompt adjudication of their claim.

**Section 7.** For an employee who is incapacitated, the Agency will submit an Injury and Illness Incident Report (OSHA 301) and, if requested, a Workers' Compensation claim (CA-1, CA-2, and CA-7 forms). For the purpose of this Section, an incapacitated employee is a bargaining unit



employee who is unable to access a computer and complete the online form because of medical/health related reasons. The language in this section does not obviate the requirement that the injured worker meet their burden of proof, as provided at 20 CFR 10.115.

**Section 8.** If, through no fault of the employee, the Agency has failed to submit the CA-1 or CA-2 form in a timely manner which has resulted in lost leave and/or wages for the employee, the Agency shall restore the lost leave and/or wages if the following conditions are met:

- a. The Agency has failed to submit the completed CA-1 or CA-2 form to OWCP District Office within ten (10) working days as defined by 20 CFR 10.110; and
- b. The employee has lost leave and/or wages as a result of the Agency's delay.

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

**Section 9.** The employee is entitled to select the physician or medical facility of his/her choice which is to provide treatment following an on-the-job injury or occupational disease. The Agency may make its own facilities available for examination and treatment of injured employees, however, use of its facilities shall not be mandated to the exclusion of the employee's choice. The Agency may examine the employee at its own facility in accordance with 20 CFR 10.324, but the employee's choice of physician for treatment shall be honored, and treatment by the employee's physician shall not be delayed. The employee will not be required to submit to an examination by the Agency until after treatment by the employee's choice of physician or medical facility.

**Section 10.** Injured employees are entitled to civil service retention rights in accordance with 5 USC 8151.

**Section 11.** The Agency may only controvert claims for Continuation of Pay (COP) in accordance with 20 CFR 10.220. When requested, copies of the completed Form CA-1 showing controversion and all accompanying detailed information the Agency submits in support of the controversion shall be provided to the employee.

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**ARTICLE 90  
LEAVE TRANSFER**

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

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

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

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

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

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

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

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

a. In any one (1) leave year, a leave donor may donate no more than a total of one-half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made.

b. In the case of a leave donor who is projected to have annual leave that otherwise would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be donated during the leave year shall be the lesser of:

(1) one-half (1/2) of the amount of annual leave they would be entitled to accrue during the leave year in which the donation is made; or

(2) the numbers of hours remaining in the leave year (as of the date of transfer) for which the leave donor is scheduled to work and receive pay.

c. The Agency shall establish written criteria for waiving the limitations on donating annual leave under paragraphs (a) and (b) above. Any such waiver shall be documented in writing.

**Section 8.** A leave donor may request that a specific number of hours be transferred from their sick leave account to the leave account of a leave recipient. There shall be no limitations placed on the number of sick leave hours donated by employees.


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

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

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

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

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

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

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

**Definitions:**


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

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

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

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

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

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**ARTICLE 96**  
**TEMPORARY DUTY TRAVEL**

**Section 1.** Unless otherwise specified in this Agreement, reimbursement for travel expenses shall be in accordance with the Federal Aviation Administration Travel Policy (FAATP), Version 2 November 1, 2016.

**Section 2.** In the event an employee is required to travel in the performance of official business they shall be entitled to an advance of funds using a government travel charge card. Such advances will be obtained through an Automated Teller Machine (ATM).

Employees who have not been issued a government travel charge card shall be entitled to an advance of funds equal to the maximum amount allowable under FAATP including estimated mileage if travel by POV is authorized.

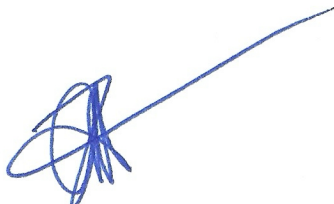
Employees who have had their government travel charge card revoked are not entitled to an advance of funds, unless their card was revoked due to an administrative error.

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

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

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

**Section 4.** Employees may request to travel from a common carrier terminal within a reasonable distance of their residence. The Agency will authorize the mode of travel most advantageous to the government, considering cost and other factors (including costs of per diem, overtime, lost work time, actual transportation costs, and energy conservation.). Employees must provide a



comparison of the cost and other factors involved. The Agency will pay transportation costs between the approved point of origination to the common carrier terminal, in accordance with the FAATP.

**Section 5.** To the maximum extent possible, the Agency shall schedule en route travel during the employee's regularly scheduled tour of duty. Employees shall be compensated for any travel outside of duty time in accordance with Article 60 (Travel Compensatory Time).

**Section 6.** When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the CONUS, a rest period not in excess of twenty-four (24) hours may be authorized if the scheduled flight time (including stopovers of less than eight (8) hours) exceeds fourteen (14) hours by a direct or usually traveled route.

**Section 7.** The Agency will authorize the mode of travel to the Academy and other training that is most advantageous to the government considering cost and other factors including travel time.

Reimbursement of allowable expenses shall be made consistent with a cost comparison of the lesser amount of paragraph 1 or 2 below:

1. Cost of common carrier transportation, standard fees associated with the airfare, transportation to and from the airport, checked bag fees, and the cost of the rental car and fuel for the term of the training, if authorized; or
2. Round trip POV mileage from their authorized point of origin to the training location and back and reasonable local mileage while at the training destination in accordance with the FAATP.

The Agency recognizes the need for local transportation for employees assigned to Academy or out-of-Agency training; therefore, the use of a rental car at the training site will be authorized where appropriate for employees who utilize common carrier transportation. Rental cars shall be obtained from the companies identified on the Defense Travel Management Office (DTMO) program, when practicable.

Reimbursement of per diem will be consistent with the FAATP.

Subject to staffing and workload, an employee otherwise authorized air carrier transportation may elect to use POV for travel to and from training. In this case, travel on duty time shall not exceed the authorized mode.

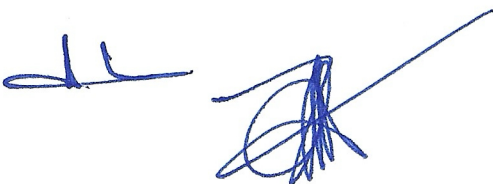
**Section 8.** Travel arrangements may be made through the Agency contracted travel service/agent or directly with the vendors. Reimbursement is limited to the published City Pair airfare and Defense Travel Management Office (DTMO) program rental car rates. Employees can upgrade to a higher class that results in no additional cost to the government.

**Section 9.** The Agency shall pay subsistence expenses if the employee travels to a temporary duty site more than forty (40) miles from their official worksite (i.e., the physical location of an

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employee's position of record where the employee's work activities are based), incurs subsistence expenses, and is in a travel status for more than 12 hours.

**Section 10.** The Agency shall pay all transportation costs between the employee's residence and a temporary duty site less than forty (40) miles from an employee's official worksite. This cost cannot exceed the cost of transportation between your official station and the temporary duty site.

**Section 11.** Employees shall not be required to use their POVs for official business for either local or TDY travel. At the election of the employee and where advantageous to the government, their POV may be authorized. Mileage reimbursement for a POV shall be in accordance with the applicable allowance determined by GSA and set forth in the FAATP.

**Section 12.** Except as provided for in this section, when an employee will be going on an extended stay travel assignment under FAATP paragraph 2C3, lodgings-plus shall be authorized for the first seven (7) days or until suitable lodging can be found, whichever is less. If within the first seven (7) days, no suitable lodging can be found at the fixed rate of sixty percent (60%) of the maximum lodging rate set by GSA, and the employee has sought assistance from their Front Line Manager or approving official, the employee shall be granted approval for a higher rate, not to exceed the daily GSA maximum lodging rate, which will cover the lowest available lodging rate.

If no lodging with adequate kitchen facilities (including a stove or cooktop, oven or microwave, refrigerator, sink, pots & pans, cooking utensils, silverware, and dishware) is available, the full M&IE rate will be authorized. If kitchen facilities are available, the reduced M&IE rate will still apply.

**Section 13.** Although proof of commercial lodging is required, employees who are reimbursed at a fixed rate established under FAATP 2C3 shall not be required to submit receipts unless the fixed rate has been raised in accordance with the provisions of Section 12 of this Article.

**Section 14.** When an employee obtains lodging in accordance with FAATP and the associated travel is curtailed, canceled, or interrupted for official purposes or extenuating circumstances beyond the employee's control, as defined in FAATP 5A1, the Agency will reimburse expenses in accordance with FAATP 2C1C-9.

**Section 15.** A periodic return trip home, as provided in the FAATP, is justified for employees performing an extended stay or long-term travel assignment, including but not limited to FAA Academy or out-of-Agency training. Therefore, an employee performing an extended stay travel assignment which is projected to be thirty-one (31) days or longer shall be authorized, at the election of the employee, one (1) round trip to their home or to another authorized destination once every thirty (30) days. If the employee travels to a location other than their home, a cost comparison is required, and the agency will pay transportation expenses not to exceed the

expense of returning to their home. The travel must be accomplished during the employee's off-duty time.

**Section 16.** To the extent practicable, the Agency shall provide employees a minimum of thirty (30) days notice of the beginning and end dates of TDY location assignments and any interruption of TDY assignments.

**Section 17.** Employees who request shall be authorized the use of mobile dwellings for extended stay or long term travel. Notwithstanding the provisions contained in the FAATP 2C3, an employee's allowable lodging costs shall include monthly telephone use fees and other special user fees if ordinarily included in the price of a hotel/motel in the area concerned.

**Section 18.** When long term extended assignments will result in a tax liability on travel expenses for bargaining unit employees, the Agency may offer to pay Extended TDY Tax Reimbursement Allowance (ETTRA). When the Agency pays ETTRA, such payment shall be paid in the same manner as the Relocation Income Tax Allowance (RITA).

If the Agency has determined that ETTRA will not be offered, employee assignments shall be for periods of less than one (1) year.

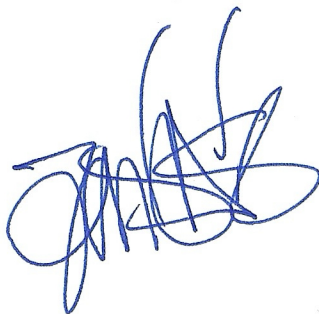
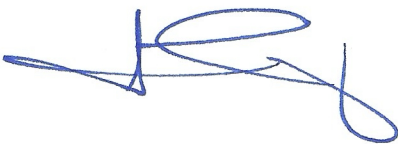
**Section 19.** For a TDY that spans an employee's non-workdays, if an employee can show that the actual expense for a return trip home or to another destination on non-work days is a cost savings to the Agency compared to staying at the TDY location, the employee shall be approved to make the return trip to his or her home or other location during the TDY. All reimbursable TDY expense variables shall be used for this cost comparison.

**Section 20.** The Agency shall notify the Union at the national level when it learns of a decision by the General Services Administration, the Department of Defense, or the Department of State to lower a per diem rate by five percent (5%) or more. Upon request of either Party, the Parties will meet to review the determination to lower the per diem rate in comparison to the actual subsistence costs in the affected area. If the Parties determine that the lowered per diem rate is not reasonable, the Parties will jointly address the matter with the respective agency.

**Section 21.** Wherever the FAATP uses language to the effect that the employee "may" receive a certain payment, the Parties agree that the employee will receive the payment provided that the conditions specifically listed in the FAATP, if any, are met.

**Section 22.** Employees may be granted an excused absence for a period of time not to exceed two (2) hours prior to or upon completion of the employee's travel status when the time of departure from or arrival at the employee's official work site or temporary duty (TDY) location is such that it would be unreasonable to expect the employee to report to the duty station or TDY location.

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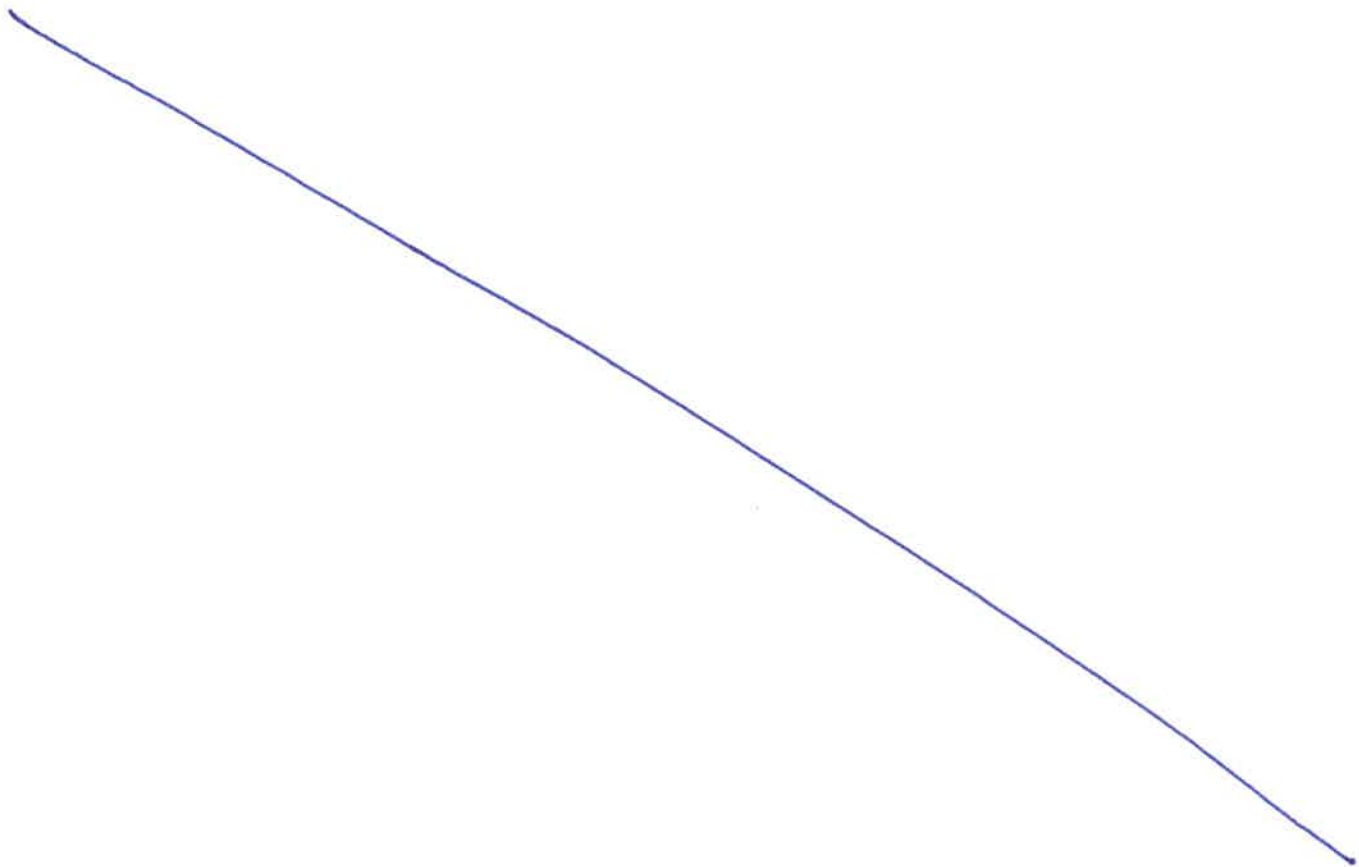
**ARTICLE 97  
SECURITY**

**Section 1.** The Agency shall apply its security standards and procedures uniformly throughout the bargaining unit.


**Section 2.** In the event of bomb threats, threats of violence, or suspected terrorist activities at the facility, the Agency shall take appropriate measures to protect the safety and security of employees.

**Section 3.** The Agency shall make employees aware of the current National Terrorism Advisory System (NTAS) level and any associated requirements for their facility/office.

**Section 4.** In the event that a bargaining unit employee misplaces his/her ID, proximity, swipe, or electronic card, the employee will be provided a temporary card for access to his/her workplace.



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**ARTICLE 98  
PROBATIONARY EMPLOYEE**

**Section 1.** A probationary employee is an employee who has not completed one (1) consecutive year of Federal civil service.

TAU 11/21/2024

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**ARTICLE 106  
DURATION**

**Section 1.** Subject to member ratification, this Agreement shall remain in effect until July 1, 2029, and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more the one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days preceding the expiration date of this Agreement. Negotiations under the Article to amend the Agreement shall commence not later than thirty (30) calendar days after receipt of the written request. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

TAU 12/5/24

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**ARTICLE 108**  
**PAY**

**SECTION 1. Definitions**

- a. **Basic Pay.** The annual rate of pay paid to an employee, not including locality pay, premium pay, or differentials.
- b. **Base Pay.** The annual rate of pay paid to an employee, including locality pay, but excluding premium pay and differentials.
- c. **Locality Pay.** Eligible bargaining unit employees will continue to receive the locality pay in addition to Basic Pay and will have their locality pay adjusted annually, consistent with government-wide changes (Title 5) coincidental with the January pay increase. Basic Pay is used to calculate pay actions and then applicable locality pay is applied on the Basic Pay in effect.

**SECTION 2. Annual Adjustments to Pay Bands.** Pay bands are to be adjusted annually in the first full pay period of January equivalent to the percentage pay schedules are adjusted for employees under the General Schedule (GS).

**SECTION 3. Annual Pay Adjustments**

- a. Each employee will receive an annual increase to Basic Pay equivalent to that provided to other Federal employees in the annual adjustment to pay under the statutory General Schedule (GS) increase, effective the first full pay period in January. If the annual adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in January.
- b. Each employee will receive an annual length of service adjustment of one-point-six percent (1.6%) to Basic Pay, not to exceed the pay band maximum, effective the first full pay period in June. If the length of service adjustment will cause the employee's Basic Pay to exceed the band maximum or the employee's Basic Pay is already equal to or exceeds the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment, effective the first full pay period in June. The annual length of service adjustment to Basic Pay shall not be granted in any year in which a prohibition on step increases under the General Schedule (GS) is enacted by statute.

**SECTION 4.** Employees will receive a lump sum payment equal to one and a half percent (1.5%) of their Base Pay to be paid out to employees within one pay period following the effective date of this Agreement.

**SECTION 5.** The Parties acknowledge that the Agency seeks to reverse the definitions of Basic and Base Pay in this agreement. The Parties agree to address the definitions of Basic and Base Pay in any negotiations regarding a successor agreement to the 2016 Collective Bargaining Agreement (commonly known as the "Slate Book"). Section 1 of this Article will be adjusted to be consistent with the results of such negotiations.



## ARTICLE 108A

**SECTION 1.** The provisions of this Article 108A apply to all bargaining units except Staff Support Specialist (SSS) bargaining unit employees (0049) assigned to terminal and en route facilities, the Air Traffic Control System Command Center (ATCSCC), and the Eastern, Central and Western Area Service Centers.

### **SECTION 2.** Pay Setting on Movement From One Position to Another

This Section describes the policies for setting employee's pay upon promotion, reassignment, or demotion within the bargaining units described herein.

- a. **Promotion.** Promotions are defined as the movement of an employee to a position with a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's basic pay will increase by eight percent (8%), or to the minimum of the new pay band, whichever is greater. When the employee returns to his/her permanent position of record from a temporary promotion, Basic Pay shall be adjusted as if the employee had never left, including all applicable pay adjustments.
- b. **Re-Promotion.** Pay for employees who are re-promoted to a pay band previously held will be set within the range of pay in the new pay band between the employee's current rate of pay and his/her highest previous rate. When the re-promotion occurs two (2) years or more after a demotion, an employee shall receive an eight percent (8%) increase in Basic Pay or his/her pay shall be set at the minimum of the new pay band, whichever is greater.
- c. **Reassignment.** When an employee is reassigned, basic pay will remain unchanged.
- d. **Details.** A detail is a temporary movement to another position that does not change an employee's position of record. An employee on a detail shall have basic pay adjusted as if the employee is occupying his/her position of record.
- e. **Demotions.** A demotion is a change to a position in a lower pay band than the employee's current pay band.
  - 1) **Voluntary Demotion.** When an employee's request for a voluntary demotion is granted, and his/her basic pay falls within the lower pay band, his/her basic pay will not change. When the employee's basic pay prior to the voluntary demotion exceeds the maximum range of the lower band, the employee's basic pay will be set at the maximum of the lower pay band. Future pay increases will be paid in accordance with Article 108 Section 3, Annual Pay Adjustments.
  - 2) **Involuntary Demotion, No Fault of the Employee.** When an employee, through no fault of his/her own, is involuntarily assigned to a new position in a lower pay band, no changes will be made to the employee's basic pay. Future pay increases will be paid in accordance with Article 108 Section 3, Annual Pay Adjustments.
  - 3) **Involuntary Demotion for Cause.** When an employee is involuntarily assigned to a new position within a lower pay band as a result of a decision letter, the employee's basic pay shall be reduced to the comparable position in the pay band.



For example, if the employee had been paid thirty percent (30%) into the previous pay band, pay will be set at the level that is thirty percent (30%) into the new pay band. Future pay increases will be paid in accordance with Article 108 Section 3, Annual Pay Adjustments.

**SECTION 3. COLA, Post Differential, Premium Pay, and Differentials**

- a. Cost of Living Allowance (COLA). Employees covered by this Agreement will receive COLAs as prescribed by OPM regulations.
- b. Post Differential. Eligible bargaining unit employees will continue to receive Post Differential as defined by statute and Government-wide regulations.
- c. Premium Pay and Differentials. Except for ATRA operational differential, bargaining unit employees will continue to receive all premium pay percentages and differentials as are administered in accordance with applicable laws, regulations, or the Parties' Collective Bargaining Agreement.

**SECTION 4. FAA Core Compensation Plan.** The provisions of the FAA Core Compensation Plan, in effect upon the signing of this Agreement, will govern any pay matters not covered by this Agreement. Any changes to the Core Compensation Plan shall be addressed in accordance with the Mid-Term Bargaining Article of the Parties' Collective Bargaining Agreement.

**ARTICLE 108B**

**SECTION 1.** The provisions of this Article 108B apply exclusively to Staff Support Specialist (SSS) bargaining unit employees (0049) assigned to terminal and en route facilities, the Air Traffic Control System Command Center (ATCSCC), and the Eastern, Central and Western Area Service Centers.

**SECTION 2. Definitions**

- a. The Traffic Count Index from the Air Traffic Control Complexity Formula for Terminal and En Route Pay Setting (Appendix H), is used to determine the ATC Facility Level.
- b. SSS Positions: SSS Employees Pay Band shall be defined by the appropriate ATC Facility Level (ATC 5-12) for the assigned facility and the MSS-1 Career Level (Career Level I) in accordance with Section 3.
- c. Transfer is defined as any movement of a CPC/TMC/TMS/MSS-1, to another CPC/TMC/TMS/MSS-1, at the same, lower or higher ATC facility level. This includes bids, swaps and Employee Requested Reassignments. There are four kinds of transfers:
  1. Transfer to a higher level facility.
  2. Transfer to a lower level facility.
  3. Transfer to the same level facility.
  4. Either voluntary or involuntary transfer between CPC and MSS-1 position.

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

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



### **SECTION 3. MSS-1 Pay Rate and Differentials**

- a. MSS-1 Pay Bands are used for SSS employees.

Bargaining Unit Employees shall retain their current Basic Pay and shall have their pay band determined by the ATC Facility to which they are assigned. Field ATC facility levels for Staff Support Specialist range from ATC-5 through ATC -12.

Bargaining unit employees assigned to the Air Traffic Control System Command Center (ATCSCC) and Service Centers/Area Offices shall be equivalent to the highest ATC Level facility in the NAS and set at MSS-1 Career Level I.

In complying with this section any bargaining unit employee whose pay is below the MSS-1 pay band minimum for their ATC pay level shall have their pay increased to the band minimum.

- b. COLA Pay/Post Differential: Eligible bargaining unit employees will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.
- c. Locality Pay: Eligible bargaining unit employees will continue to receive Locality Pay as defined by statute in addition to Basic pay and will have their Locality Pay adjusted annually consistent with government wide changes (Title 5) coincidental with the January pay increase. Basic pay is used to calculate pay actions and then applicable Locality Pay is applied on the basic pay in effect.
- d. Premium Pay: Bargaining unit employees will receive all Premium Pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Post Differentials, operational currency, Controller-in-Charge, on-the-job training, meal breaks and any other premiums/differentials in accordance with applicable laws, regulations, and this Agreement. All premium pay and differentials will be earned as an additional percentage rate of the employee's hourly rate of Base pay. Employees will earn Sunday premium pay at an additional rate of 25% of their hourly rate of Base pay for all hours actually worked on Sunday. Unless otherwise provided for in this Agreement, all employees will earn night differential at an additional rate of 10% of their hourly rate of Base pay for all hours actually worked between 6 p.m. and 6 a.m.
- e. Overtime Pay: Bargaining unit employees will receive Overtime Pay as defined in Article 38 of this Agreement.
- f. An employee who is not required as a condition of employment to be proficient and medically qualified to perform air traffic duties including the separation and control of air traffic; and is so certified, shall be paid premium pay of 1.6% of the applicable rate of base pay for so long as such employee is so certified.

### **SECTION 4. New Entrant/Reentrant Pay Setting**

- a. A New Entrant is a prior or current federal employee who has never been employed by the Agency as a MSS-1/CPC/TMC/TMS or NOTAM Specialist. A New Entrant shall retain their prior or current Federal Pay up to the maximum of the MSS-1 ATC Level Pay Band for their assigned facility. If current pay is below the MSS-1 ATC Level Pay Band minimum pay shall be set at the minimum of the MSS-1 ATC Level Pay Band.





- b. **MSS-1 Re-entrant:** An individual who is not currently employed as a MSS-1 by the Agency but was previously a MSS-1. All subsequent transfers, promotions and other types of employee movement shall be in accordance with applicable rules, regulations and this Agreement.
  - 1. MSS-1 re-entrant currently employed by the Federal Government will retain current basic pay so long as that rate of pay fits within the established MSS-1 pay band for the facility to which assigned. If current basic pay is below the minimum of the MSS-1 pay band, pay will be raised to the minimum of the MSS-1 pay band. If the current basic pay exceeds the established MSS-1 pay band for the ATC Facility Level, pay will be set at the top of the MSS-1 pay band.
  - 2. MSS-1 re-entrants not currently employed by the Federal Government: The starting salary for a MSS-1 re-entrant will be set in the MSS-1 pay band of the facility to which the employee is assigned, but in no case will it be higher than the rate of pay held prior to leaving the Bargaining Unit(s), except to raise the pay to the minimum of the MSS-1 pay band. If former pay exceeds the top of the MSS-1 pay band to which assigned, pay will be set at the top of the MSS-1 pay band.
- c. When any employee meets more than one of the criteria in this Section the employee's pay will be initially set using the criteria that provides the employee with the highest pay.

**SECTION 5. Transfer Pay Setting**

a. **MSS-1 Transfer:**

For a MSS-1, pay is set as follows:

- 1. Upon transfer to a higher ATC Level Facility, basic pay is increased to the minimum of the new MSS-1 pay band, or is increased by 6%, whichever is greater, not to exceed the new band maximum, for transfers to a higher level facility up to the level 10 facility. Employees transferring to level 11 or 12 facilities from a level 5 through 10 facility, basic pay is increased to the minimum of the new MSS-1 pay band or is increased by 8%, whichever is greater, not to exceed the new band maximum.
- 2. Transfers from an ATC -11 to an ATC -12, basic pay is increased to the minimum of the new MSS-1 pay band, or is increased by 6%, whichever is greater, not to exceed the new band maximum.

Note: MSS-1 employees whose current salary exceeds the pay band maximum of the new facility will not receive the percentage increase; their Basic Pay will remain unchanged. If the employee's current Basic Pay is above the pay band maximum at the new facility the employee retains his/her pay with no additional increase to Basic Pay.

- 3. Upon voluntary transfer to a lower ATC level facility, basic pay is set at the current basic pay if that rate falls within the new MSS-1 pay band. If current basic pay is higher than the top of the new pay band, basic pay is set at the top of the MSS-1 pay band.
- 4. Upon voluntary transfer to the same ATC level facility, basic pay remains unchanged.



5. Upon involuntary transfer, through no fault of the employee, to a lower ATC Level facility, basic pay is unchanged and the employee shall be granted pay retention in accordance with this agreement.

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

Note: Pay setting for mutual reassignment and hardship transfers are covered under the provisions of Section 5b of this Article.

b. **Hardship Transfers and Transfers for Mutual Reassignment:**

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

1. MSS-1 employees:

a) Transferring to the same or higher ATC Level Facility:

- 1) No change in basic pay. Pay retention may apply.
- 2) If pay is below the MSS-1 pay band at the new facility, basic pay is set at the minimum of the pay band.

b) Transferring to a lower ATC Level Facility:

- 1) If current pay fits into the MSS-1 pay band of the lower level facility, employee retains current basic pay. There is no increase in basic pay as a result of the transfer.
- 2) If current pay is higher than the top of the new MSS-1 pay band, basic pay is set at the top of the new pay band. There is no increase in basic pay as a result of the transfer.
- 3) MSS-1 employees who transfer to a lower ATC Facility Level under the rules in this Section, and who subsequently transfer to a higher ATC Facility Level within 3 years of the effective date of the first transfer, will have pay set under this Section rather than under Section 5a of this Article.

**SECTION 6.** Bargaining unit employees in a facility whose pay level increases will have their basic pay increased by six percent (6%) for each level the facility is raised, or to the new pay band minimum, whichever is greater. An employee already within his/her pay band shall receive the increases as stated above, however they may not exceed the maximum of their new pay band.

Employees that are already above the new MSS-1 pay band maximum prior to the upgrade shall not receive an increase.

**SECTION 7.** Bargaining unit employees whose pay level decreases as a result of a future ATC Level downgrade shall be granted pay retention in accordance with this agreement.

- a. **Pay Retention:** Employees, whose basic rate of pay exceeds the MSS-1 band maximum, shall receive 50% of all annual increases, as an adjustment to basic pay, and 50% will be paid in lump sum. Locality Pay shall always be an adjustment to basic pay.



- b. Facility Level Retention: shall apply for two years commencing on the effective date of the facility level decrease. Employees assigned to the facility on the effective date of the level decrease shall retain the previous higher-level MSS-1 pay band. Transfers and reentrants assigned to the new lower level facility after the effective date shall be paid in accordance with the new applicable MSS-1 pay band.

**SECTION 8. Controller Incentive Pay (CIP)**

Within sixty (60) days of effective date of the CBA, the Parties will meet to determine how the CIP pool, fixed at \$1,500,000 annually, will be allocated.

In the interim all employees assigned to facilities eligible to receive CIP will receive CIP at the facility-specific CIP rate in effect prior to September 1, 2006.

- All Bargaining Unit Employees assigned to C90 and FAI will receive CIP at the eight percent (8%) level.
- All Bargaining Unit Employees assigned to ACK, ASE and GCN will receive CIP at the ten percent (10%) level.
- Employees are not entitled to any retroactive CIP payments.

The total amount of funds available to pay CIP to all employees in any fiscal year shall be fixed at \$1,500,000.

**SECTION 9. Promotions/Demotions.**

- a. A Promotion is defined as movement from the MSS-1 position to a MSS-2 or higher position.

Note: movement by a MSS-1 to a higher level ATC facility is not considered a promotion but rather a transfer.

- b. A Temporary Promotion is defined as movement from a MSS-1 to MSS-2 or higher position for a temporary period of time. Consistent with its temporary nature, following the conclusion of a temporary promotion, the BUE's preexisting basic pay will be reinstated as though the employee had never left the bargaining unit position previously assigned. Pay during a temporary promotion has no influence on permanent pay when returned to position of record, regardless of the duration of the temporary promotion.
- c. A Demotion (not applicable within/from MSS-1 career level) is defined as movement from a MSS-2 position or higher into a MSS-1 position.
- d. Voluntary/Involuntary Demotion: When a non-bargaining unit employee is demoted to a MSS-1 position, basic pay is set in the new pay band as if the employee never left their bargaining unit position.



Note: Demotions are not applicable within or from the CPC/MSS-1 career level. Movement by a MSS-1 to a lower level ATC facility is not considered a demotion but rather a transfer.

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**ARTICLE XX  
SAFETY MANAGEMENT SYSTEM**

**Section 1.** Whenever the Agency determines to convene a Safety Risk Management Panel (SRMP) or a Safety Risk Management Working Group (SRMW) at the local, regional, or national level to evaluate an issue involving the work of bargaining unit employees, the Union, as a stakeholder, shall be invited to participate.

**Section 2.** When a SRMP or SRMW is convened, to the extent practicable, the Union at the appropriate level shall normally be provided with thirty (30) days notice prior to the scheduling of a panel.

**Section 3.** The Agency shall not be responsible for any costs incurred by Union participants on an SRMP except for:

- a. Reimbursement of a mileage for local travel in accordance with the FAATP when a Government Owned Vehicle (GOV) is not available.
- b. Travel costs in accordance with the FAATP, when the Union is provided with less than fifteen (15) days notice from SRMPs at the regional and national level.

**Section 4.** Union representatives shall be in a duty status, if otherwise in a duty status, to participate on an SRMP and/or SRMW and related activities, including travel.

**Section 5.** A briefing package will be provided to the SRMP participant(s) in advance of the scheduled meeting, and the participant(s) will be afforded sufficient time to review the document(s) in a duty status. The briefing package should include an invitation, an agenda, briefing materials, and directions to the meeting. All documents should be shared with SRMP members sufficiently in advance of the panel meeting.

**Section 6.** Union representatives selected to be an SRMP participant must have completed the SRMP participant training. This training will take place in a duty status prior to the SRMP they are participating on.

**Section 7.** The Union's National Safety Representative, and/or their designee, will be provided the opportunity to receive the Safety Risk Management Practitioner course training while in a duty status.

**Section 8.** If the Union representative does not concur with the findings of the SRMP or SRMW, they may submit written comments to the Agency. The Agency shall consider these comments in their deliberations and shall append them to the final SRMD or SRMDM, as appropriate.

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## ARTICLE XX REMOTE WORK

**Section 1.** Policies and procedures regarding Remote Work that are not covered in this Article shall be in accordance with HRPW WLB-12.14, Remote Work Arrangements dated October 6, 2024.

**Section 2.** For the purposes of this Agreement, the following definitions apply:

- a. Locality Pay Area:** The region or geographic location of the employee's official worksite that determines the Official Duty Station (ODS) for the purposes of identifying the correct locality pay rate. The FAA uses the locality pay areas as defined and maintained by OPM and documented on an employee's Standard Form (SF) 50, Notification of Personnel Action, block 39.
- b. Official Worksite:** The physical location of an employee's position of record where the employee's work activities are based and documented on an employee's telework/remote work agreement.
- c. Remote Work:** A workplace flexibility in which an employee, under a written Remote Work agreement, is approved to perform work at an Alternative Worksite, for example a residence, and is not expected to perform work at an Agency worksite on a regular and recurring basis.
- d. Remote Work Agreement:** Documentation that outlines the terms and conditions of the Remote Work arrangement.

**Section 3.** An employee's participation in a Remote Work arrangement is voluntary. The Agency may not compel an employee to participate in a Remote Work arrangement, even if the Agency determined that the duties of the position can be performed full-time at an alternative worksite.

As such, Remote Work is appropriate under the following conditions:

- a.** A position is identified as Remote Work eligible at the time of recruitment or selection; or
- b.** A position previously designated as ineligible for Remote Work is re-evaluated and determined to be eligible for Remote Work; or
- c.** An employee requests a Remote Work arrangement and it is approved by the Agency.

Employees must submit a request electronically through the Agency's designated automated time and attendance system (e.g., CASTLE) to participate in a Remote Work arrangement, including





their business case and cost/benefit analysis, to their first-level manager, or designee, who will conduct an initial review. The Agency's approval/disapproval will be based on the criteria established in Section 5 of this Article.

Within thirty (30) days of the signing of this Agreement, the Agency shall ensure that all employees are provided access to CASTLE to submit Remote Work and Telework requests. The Agency shall maintain step-by-step instructions for how to complete the Remote Work Agreement.

For employees who currently do not use CASTLE, employees may, on duty time, request a CASTLE account via the CASTLE home page.

**Section 4.** Any changes to the employee's Official Worksite must be requested in advance and approved by the Agency.

**Section 5.** Decision-Making Criteria.

Prior to approving Remote Work, the Agency must consider:

- a. If there is an adverse Agency impact on the administrative and operational functions of the organization, to include the delivery of quality stakeholder service, and
- b. Cost considerations and the potential personnel and organizational implications, including:
  - i. Changes in locality pay,
  - ii. Cost associated with travel expenses,
  - iii. Future Agency-directed changes to the Official Worksite (including potential permanent change of station costs), and
  - iv. Lost work time.

**Section 6.** Remote Workers may only telework on a conditional or situational basis. Telework will be in accordance with Article 68 (Telework).

**Section 7.** Employees will be informed, in writing, of the final decision regarding their Remote Work request in a timely manner, but not more than thirty (30) days from the request. Upon request, the employee will be provided, in writing, the basis for any denial.

**Section 8.** Changes to the form and/or information an employee is required to submit when requesting a Remote Work Agreement, or the method by which the request is submitted, shall not be implemented until the Agency has complied with the terms of Article 7 of this Agreement, as appropriate.



**Section 9.** Remote Workers will be treated equitably in the application of Agency policy and as compared to non-Remote Workers with respect to:

- a. Formal feedback discussions (e.g., Mid-Cycle Progress Review, End-of-Year Performance Summary);
- b. Training, rewards, reassigning, promoting, changing in grade, retaining, and removing employees; and
- c. The quantity, quality, and timeliness of work assignments.

**Section 10.** Changes to or terminations of a Remote Work arrangement will be based on the criteria established in Section 5 of this Article or based on a request by the BUE. No Agency-initiated changes to or terminations of a Remote Work arrangement will occur prior to ninety (90) days from notification to the maximum extent possible.

**Section 11.** A Remote Worker will be treated the same as non-Remote Workers with regards to excused absence except for when related to delayed openings, early releases, or office closures because of inclement weather or other unusual situations.

**Section 12.** For employees whose ODS was permanently aligned to their residence prior to the signing of this Agreement, their current work arrangement will remain in effect until reviewed by the Agency. No sooner than 60 days after the effective date of this Agreement, the Agency will review the employee's work arrangement to determine if it is appropriate for Remote Work.

**Section 13.**

- a. Employees with an approved Remote Work arrangement shall have their ODS permanently aligned to their Alternative Worksite (e.g., residence).
- b. Employee travel reimbursement and compensable time for all required office visits, conferences, and similar obligations will be pursuant to Article 96 (Temporary Duty Travel) and the FAATP.
- c. The payment of, and entitlement to, any reimbursement due to changes to ODS will be in accordance with this Agreement, including Article 58 (Moving Expenses).

TAU 12/3/24

Two handwritten signatures in blue ink are present. The signature on the left is a large, stylized cursive mark. The signature on the right is a more compact, cursive mark.

**APPENDIX B**  
**NORMAL POINTS OF CONTACT**

1. Drug Abatement Inspectors and Investigators Bargaining Unit (AAM 800)
  - National Level - The Union's National Representative and/or their designee and Drug Abatement Division Manager (AAM-800), and/or their designee.
  - Washington Headquarters Level for ADAP Branches - The Union's Headquarters Representative and/or their designee and the appropriate Branch Manager and/or their designee.
  - Center Level - The Union's Center Representative and/or their designee and the appropriate Center Manager and/or their designee.
  
2. Aircraft Certification Service Directorate Bargaining Unit (AIR):
  - National Level - NATCA Aircraft Certification National Representative and/or their designee(s) and the Director of Aircraft Certification Service, AIR-1 and/or their designee(s).
  - Directorate Level - The Union's Directorate Representative(s) and/or their designee(s) and their corresponding Directorate Manager(s), as appropriate, and/or their designee(s).
  - Local/Office Level - The Union's Local Office Representative(s) and/or their designee(s) and the corresponding Manager(s) of the Aircraft Certification Offices (ACO), Directorate Staff, GASOO, or BASOO Manager as appropriate, and/or their designees.
  
3. Aircraft Certification Service Delegation & Airworthiness Programs Branch (AIR-140)
  - Local Level – The Union's Local Representative and/or their designee(s) and the Aircraft Certification Service - Delegation & Airworthiness Programs Branch Manager and/or their designee(s).
  
4. Terminal and En Route Automators Bargaining Unit (AJT1400 and AJE1600)
  - National Level - The Union's National En Route Automation Representative and/or their designee(s) and the Manager, Field Automation Support/Manager, En Route Program Operations Office, as appropriate, and/or their designee. The Union's National Terminal Automation Representative and/or their designee(s) and the Manager, Terminal Field Operations Support/Manager, Terminal Program Operations Office, as appropriate, and/or their designee.
  - Local Level - The Union's • Center Automation Representative and/or their designee(s) and the Automation Manager and/or their designee(s). The Union's OSF Facility Representative and/or their designee(s) and the OSF Manager and/or their designee(s).
  
5. Airports Employees (ARP)



- National Level - The Union's ARP National Representative and/or their designee(s) and the Associate Administrator of Airports, ARP-1 and/or their designee(s).
- Regional Level - The Union's Regional Representative and/or their designee(s) and the Airports Regional Division Manager and/or their designee(s).
- Branch Level - The Union's Branch Representative and/or their designee(s) and the Airports Branch Manager and/or their designee(s).
- Local Level - The Union's Airport District Representative and/or their designee and the Airport District Manager and/or their designee(s).

#### 6. Finance and Management (AFN)

- National Level - The Union Region X Vice President and/or his/her designee and the Assistant Administrator of Finance & Management. AFN-1 and/or his/her designee.
- AFN Executive Office - The Union AFN Executive Office Representative and/or his/her designee and the FAA AFN Executive Director and/or his/her designee.
- ABA Level - The Union ABA Representative and/or his/her designee and the FAA Deputy Assistant Administrator Financial Services and/or his/her designee.
- ACQ Level- The Union ACQ Representative and/or his/her designee and the FAA Deputy Assistant Administrator Acquisitions & Business Services and/or his/her designee.
- ARC Level - The Union ARC Representative and/or his/her designee and the FAA Deputy Assistant Administrator Regions & Center Operations and/or his/her designee.
- AIT Level - The Union AIT Representative and/or his/her designee and the FAA Deputy Assistant Administrator Information & Technology Services and/or his/her designee.
- AFN Division Level - The Union AFN Division Representatives and/or their designees and the AFN-100 & 200 Division Managers and/or their designees.
- ABA Directorate Level - The ABA Directorate Level Representatives and/or their designees and the corresponding Directorate Level Managers and/or their designees.
- ACQ Directorate Level - The ACQ Division Level Representatives and/or their designees and the corresponding Division Level Managers and/or their designees.
- ACQ Division Level - The ACQ Division Level Representatives and/or their designees and the corresponding Division Level Managers and/or their designees.
- ARC Regional Office Level - The Union ARC Regional Office Level Representatives and/or their designees and the corresponding Regional Level Managers and/or their designees.

- AIT Service Levels - the Union AIT Service Level Representatives and/or their designees and the corresponding Service Level Directors and/or their designees.

Local Level - The Union Representative for ABA, ACQ, ARC, and AIT at each local office and/or his/her designee and the corresponding Manager and/or his/her designee.

#### 7. Staff Support Specialist

- National Level – The Union’s National President and/or his/her designee(s) and the Vice President for Management Services and/or their designee(s).
- Service Area/Regional Level – The NATCA Regional Vice President and/or his/her designee(s) and the respective Service Area Director of Operations and/or his/her designee(s).
- Service Center Level – The Union’s Principal Representative at the ATO Service Center location and/or his/her designee(s) and the respective Service Center Manager and/or his/her designee(s).
- Alaska Flight Services Information Area Group (AFSIAG) - the National Flight Service Representative and/or his/her designee(s) and the AFSIAG Manager and/or his/her designee(s)
- Local Level - The Union’s Representative at each ATO facility/office and/or his/her designee(s) and the respective Facility/Office Manager or his/her designee(s).

#### 8. All Engineers and Architects

- National Level – Engineers and Architect Vice President and/or his/her designee(s) and the Vice President for Technical Operations and/or his/her designee(s).
- Service Area Level (Technical Operations) – The Union Alternate Vice President and/or his/her designee(s) and the respective Service Area Director (Technical Operations) and/or his/her designee(s).
- Service Center Level – The Union’s Principal Representative at the ATO Service Center location and/or his/her designee(s) and the respective Service Center Manager and/or his/her designee(s).
- Flight Inspection Services, Operations Support Directorate Level, ATC Facilities Directorate Level – The Union’s Principal Representative and/or his/her designee(s) and the appropriate Director and/or his/her designee(s).
- Regional Level – The Union’s Principal Representative and/or his/her designee(s) and the appropriate local senior level manager(s) and/or his/her designee(s).

#### 9. Aviation Technical Systems Specialists

- National Level - The Union’s National President and/or his/her designee(s) and the ATO Deputy Chief Operating Officer and/or his/her designee(s).

- Line Of Business Level - The NATCA Region X Vice President and/or his/her designee(s) and the Vice President for Mission Support Services and/or his/her designee(s).
- Service Center Level - The Union's Service Center Representative at each ATO Service Center location and/or his/her designee(s) and the respective Service Center Director or his/her designee(s).

10. Flight Procedures Specialists, as follows:

- National Level - The Union's National President and/or his/her designee(s) and the National Officials of the Agency and/or their designee(s).
- Line of Business Level - The NATCA Region X Vice President and/or his/her designee(s) and the FAA's ATO Vice President for Mission Support Services or his/her designee(s).
- Service Center Level - The Union's Representative at each ATO Service Center location and/or his/her designee(s) and the respective Service Center Director or his/her designee(s).

TAU  
7/23/2024





**APPENDIX C  
OFFICIAL TIME AMOUNTS**

1. In accordance with Article 2, Section 15, each National/Line of Business Representative identified below shall be granted the following amounts of official time:

- A. Eighty (80) hours per pay period
  - Aircraft Certification Service Directorate (AIR)
  - Airports (ARP)
  - Information & Technology (AIT)
- B. Forty (40) hours per pay period
  - AJT1400 Terminal Automators Bargaining Unit
  - AJE1600 En Route Automators Bargaining Unit
  - Acquisitions & Business Services (ACQ)
  - Regions & Center Operations (ARC)
- C. Sixteen (16) hours per pay period
  - Drug Abatement Division (AAM 800)
  - Financial Services (ABA)

2. In accordance with Article 2, Section 15 of this Agreement, each Representative identified below shall be granted the following amounts of official time per pay period:

A. Aircraft Certification Service Directorate Bargaining Unit (AIR):

The following local/office Representative shall be granted the following amounts of time:

- Engine and Propeller Directorate ACOs and Directorate Staff
- Small Airplane Directorate ACOs and Directorate Staff and GASOO
- Rotorcraft Directorate ACOs and Directorate Staff
- Transport Aircraft Directorate ACOs and Directorate Staff and BASOO

Eight (8) hours per pay period	1-35 bargaining unit employees
Sixteen (16) hours per pay period	36-70 bargaining unit employees
Twenty-four (24) hours per pay period	71-105 bargaining unit employees
Thirty-two (32) hours per pay period	106-140 bargaining unit employees
Forty (40) hours per pay period	141-175 bargaining unit employees
Forty-eight (48) hours per pay period	176-210 bargaining unit employees
Fifty-six (56) hours per pay period	211 or more bargaining unit employees

Directorate Representatives - Twenty (20) hours per Representative

Official time used under this paragraph may not exceed thirty-six (36) hours per pay period by a single Representative. However, the Representative may delegate additional time granted under this paragraph in accordance with the procedures in Article 2.

B. Aircraft Certification Service Engineering Division Bargaining Unit (AIR 140):

- Local Representatives – Eight (8) hours per pay period



C. Terminal and En Route Automators Bargaining Unit (AJT1400 and AJE1600)

- Local Representatives
  - Less than seven (7) BUEs – four (4) hours per Representative
  - Seven (7) or more BUEs – eight (8) hours per Representative

D. Drug Abatement Inspectors and Investigators Bargaining Unit (AAM 800)

- Washington Headquarters Representative for ADAP Branches
  - Four (4) hours per Representative
- Center Level Representatives
  - Eight (8) hours per Representative

E. Airports Employees (ARP)

- Regional Representatives
  - Ten (10) hours per Representative
- Local Representatives
  - Four (4) hours per Representative

G. Finance and Management (AFN)

- AFN Executive Office
  - Nine (9) hours per pay period
- Finance Services Directorates (ABA)
  - Seventy-Two (72) hours per pay period
- Acquisitions & Business Services Directorates (ACQ)
  - One hundred thirty-six (136) hours per pay period
- Regions and Center Operations Divisions (ARC)
  - One hundred twenty (120) hours per pay period
- Information & Technology Services (AIT)
  - One hundred eighty-four (184) hours per pay period

In accordance with Article 2, Section 15, the Line of Business Representatives for ABA, ACQ, ARC, and AIT are authorized to delegate the official time allotted above.

3. In accordance with Article 2, Section 15, each Representative identified below shall be granted the following amounts of official time per pay period:

A. Engineers and Architects

- Four (4) hours per designated representative in each corresponding level as outlined in Appendix B of this Agreement. Should such designated representative be named from outside the respective organizational unit, only two (2) hours shall be granted.

Such time shall be summed into a total block for the Principal Representative or his/her designee to use and/or distribute, as he/she deems necessary, within the pay period.



B. Aviation Technical Systems Specialists, Staff Support Specialists and Flight Procedures Specialists at Service Centers

- Twenty-one (21) hours per pay period for each Service Center Representative

C. Staff Support Specialist

- Each Principal Facility Representative shall be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties:
  - a. nine (9) hours in facilities with 1-20 combined bargaining unit employees;
  - b. fourteen (14) hours in facilities with 21-35 combined bargaining unit employees;
  - c. eighteen (18) hours in facilities with 36-50 combined bargaining unit employees;
  - d. twenty-six (26) hours in facilities with 51-75 combined bargaining unit employees;
  - e. thirty-six (36) hours in facilities with 76-150 or more combined bargaining unit employees;
  - f. fifty-six (56) hours in facilities with 151 or more combined bargaining unit employees.

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

D. Staff Support Specialist in Alaska Flight Service Stations

Each Principal Facility Representative shall be granted the following amounts of official time, per pay period, to prepare for meetings with Management and perform other representational duties. National Flight Service Representatives shall be granted official time per pay period as specified in g. and h.

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



- bargaining unit employees;
- f. fifty-six (56) hours in facilities with 151 or more combined bargaining unit employees.
- g. eighty (80) hours for the National Flight Service Representative.
- h. Sixteen (16) hours for the Alternate Flight Service Representative.

For the purposes of this section, “combined bargaining employees” include Staff Support Specialists and Air Traffic Control Specialists 2152 series, located in flight service station field facilities in Alaska.

~~TAM  
7/23/2024  
[Signature]  
[Signature]~~

APPENDIX \_\_\_\_\_

**Sick Leave Restriction Template**

This letter concerns your use of sick leave or other leave (i.e. annual, LWOP) in lieu of sick leave. For the purpose of this letter, a reference to 'leave' applies only to absences utilizing sick leave or other leave in lieu of sick leave.

This is follow up to the recent leave counseling that took place on [INSERT DATE(S) OF EMPLOYEE LEAVE COUNSELING HERE] regarding your potential abuse of leave.

This is to inform you that my careful review of your leave usage has revealed a pattern that I consider to be an abuse of leave. In view of your overall use of leave since [INSERT DATE], I have observed a pattern of leave usage that includes: [PROVIDE THE SPECIFIC REASONS FOR THE ISSUANCE OF THE LEAVE RESTRICTION LETTER HERE].

Following the review of your leave usage for the period specified above, I have determined there is a reasonable belief you may be abusing sick leave or leave in lieu of sick leave. Therefore, in accordance with Article 25, Section 7, effective the date of receipt of this letter and for a period of time, not to exceed six (6) months, you will be required to provide a medical certificate, to substantiate the request that covers the period of each subsequent absence for which you request sick leave or other leave in lieu of sick leave. A registered physician or other health practitioner must sign the medical certificate. Failure to comply with the provisions of this leave restriction letter may result in charge to absence without leave (AWOL). AWOL is non-disciplinary but may form the basis for disciplinary action.

This written instruction to provide a medical certificate applies to all absences utilizing sick leave or other leave in lieu of sick leave, you may be required to furnish a medical certificate for that day.

Requests for FMLA and LWOP may be subject to approval based on separate and distinct documentation and notification requirements.

In the event that you may have a personal or health problem, which is adversely affecting your ability to maintain a regular and reliable attendance record, assistance is available through the Employee Assistance program (EAP). This is a free and confidential service and I strongly encourage you to take advantage of this assistance if needed. Assistance is available through the EAP Hotline at 1-800-234-1 EAP or visiting the EAP website at <https://magellanascend.com/>.

TAU: 6/4/2024

