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ARTICLE 95
CENTER FOR MANAGEMENT AND EXECUTIVE LEADERSHIP (CMEL)

Section 1. The Union, upon request, may be afforded access to the use of CMEL for training on an as available basis. When the training requested is for courses offered by CMEL, the training will be conducted utilizing CMEL Instructors, if available. All products, services, and support capabilities of CMEL are available on a fee-for-service basis. The Union will bear all costs, if any, for services provided to the Union, as determined by CMEL.

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)

Section 2. In the event an employee is required to travel in the performance of official business he/she 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 the FAATP paragraph 301-51.202.

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who have had their Government travel charge card revoked are not entitled to an advance of funds, unless their card was revoked due to an administrative error or was revoked prior to the signing of this Agreement. An employee whose travel charge card was revoked for any reason prior to the signing of this agreement or due to an administrative error, shall be entitled to an advance of funds in accordance with this Section.

Section 3. When making travel arrangements, an employee shall have the option of utilizing the Government-contracted travel agent or contacting the airline, hotel and/or rental car services directly. Employees on official Government travel are required to use the Government issued travel card for transportation, lodging, and car rental expenses.

Section 4. In order to prevent an undue financial burden upon the employee, travel vouchers shall be submitted using the electronic travel software, where available and 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 a continuous travel status.

b. The Agency shall reimburse an employee, who submits a proper voucher for allowable expenses 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 late payment fees.

c. In the case of a disputed/questionable item(s) on a submitted travel voucher, the FAA will suspend the claim for that expense and post an explanation and amount disallowed on the "ivoucher" system and pay the claim for items that are not suspended. The "ivoucher" system can be accessed at https://ivoucher.jccbi.gov/travel/menus/searchmenu.htm.

d. The employee may challenge the suspension of a claim item in accordance with the FAATP.

Section 5. Employees who voluntarily choose to accept a reduced rate alternative for temporary duty travel shall be reimbursed at eighty (80) percent in accordance with FAATP. Receipts and or a copy of the lodging lease may be required for reimbursement at the reduced rate in accordance with the FAATP 301-11.214.

Section 6. Mileage reimbursement for a privately-owned vehicle shall be limited to the maximum mileage allowance determined by GSA and set forth in the FAATP, and shall not exceed the cost of the authorized/preferred method when a traveler chooses for personal reasons to use a privately-owned vehicle. When the authorized/preferred method is a government owned/leased vehicle, the cost shall be computed in accordance with the FAATP.

Section 7. When travel is direct between duty points which are separated by several time zones and at least one duty point is outside the forty-eight (48) contiguous states (CONUS), a rest period not in excess of twenty-four (24) hours may be authorized 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 8. Extended stay assignments are those exceeding thirty (30) calendar days, training assignments exceeding fifteen (15) class days, or stays exceeding four (4) nights in a government owned or leased facility with kitchen facilities. In any of these circumstances, justification must be provided on the travel authorization if other than the reduced flat rate is authorized.

Section 9. In the event that reduced rate lodging is not available, employee's beginning an extended stay assignment shall be authorized the lodgings-plus method until the employee can find reasonable reduced-rate lodging up to fourteen (14) days. This may be extended for extenuating circumstances.

Section 10. Extended stay assignments will be reimbursed at a flat rate equal to sixty (60) percent of the maximum per diem rate in accordance with the FAATP. This per diem rate includes; lodging, meals, local transportation, and personal calls. Lodging receipts shall be required in accordance with the FAATP.

Section 11. An employee on an extended stay assignment is authorized one (1) trip home after completing the initial sixty (60) days of the assignment. Subsequent trips home are authorized for each additional sixty (60) day block during an extended stay assignment. Employees shall be reimbursed all transportation related expenses for such trips home.

Section 12. Employees on extended stay assignments for periods of three hundred sixty (360) days or longer shall, at the request of the employee, be authorized the following Temporary Change of Station (TCS) benefits, in lieu of daily per diem:

a. round-trip TCS travel for employee and immediate family;

b. two-way shipment and/or storage of household goods, up to a total of eighteen thousand (18,000) lbs.;

c. two-way shipment of POV, if new duty station is located greater than one thousand five hundred (1500) miles from the old duty station;

d. temporary living allowance up to thirty (30) days at either or both locations combined;

e. miscellaneous expense allowance equal to a week's pay at GS-13, step 1;

f. lease-breaking up to three (3) months rent or property management fees at the old duty location for a maximum of three (3) years (employees are not eligible for any cash incentive); and

g. relocation income tax allowance.

Section 13. Unless expressly contained in this Agreement, any proposed changes to the FAATP or any other law, rule, regulation, or any order dealing with temporary duty travel, are subject to negotiations in accordance with Article 7 of this Agreement.

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ARTICLE 97
SECURITY

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

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.

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ARTICLE 101
FAA REFORM

Section 1. The Federal Aviation Administration's (FAA's) personnel management system is exempt from all of Title 5 of the United States Code (USC) except for the following:

- Section 2302(b), relating to whistleblower protection;
- Sections 3308-3320, relating to veterans' preference;
- Chapter 71, relating to labor-management relations;
- Section 7204, relating to antidiscrimination;
- Chapter 73, relating to suitability, security and conduct;
- Chapter 81, relating to compensation for work injury; and
- Chapters 83-85, 87 and 89, relating to retirement, unemployment compensation and insurance coverage.

Section 2. Notwithstanding the provisions of Section 1, the FAA continues to be subject to the following portions of Title 5 in that they are not part of the Personnel Management System:

- 5 USC Chapter 3 (Powers);
- 5 USC Chapter 5 (Administrative Procedure);
- 5 USC Chapter 15 (Political Activity of Certain State and Local Employees); and
- 5 USC Chapter 91 (Access to Criminal History Records for National Security Purposes).

Section 3. The FAA's Personnel Management System is covered by the non-personnel management provisions of Title 5 and those portions of Title 5 that specifically apply to the Secretary including:

- 5 USC Section 3307 (Maximum Entry Age);
- 5 USC Section 5501 (Disposition of Lapsed Salaries);
- 5 USC Section 5502 (Unauthorized Office);
- 5 USC Section 5503 (Recess Appointments);
- 5 USC Sections 5511-20 (Withholding Pay);
- 5 USC Sections 5533-37 (Dual Pay);
- 5 USC Sections 5561-70 (Payments to Missing Employees); and
- 5 USC Chapter 79 (Services to Employees).

Section 4. The Administrator has chosen to incorporate the following provisions into the FAA's new Personnel Management System:

- 5 USC Sections 2901-06 (Commissions, Oaths);
- 5 USC Section 3111 (Acceptance of Volunteer Service);
- 5 USC Sections 3331-33 (Oath of Office); and
- 5 USC Sections 5351-5356 (Student-Employees).

ARTICLE 98
PROBATIONARY EMPLOYEE

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

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ARTICLE 100
PRIORITY CONSIDERATION

Section 1. Priority consideration means the bona fide consideration given to an employee by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates.

ARTICLE 102
EFFECT OF AGREEMENT

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

Section 2. All matters addressed by this Agreement, except as noted in Section 1, shall be governed by any such Agency rules, regulations, directives, orders, policies, and/or practices. Any changes thereto will be in accordance with Article 7 of this Agreement.

Section 3. The Agency shall comply with its own regulations governing personnel policies and practices and general conditions of employment.

Section 4. Any provision of the United States Code (USC) or Code of Federal Regulations (CFR) which is expressly incorporated by reference in this Agreement is binding on the Parties.

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ARTICLE 103
PRINTING OF THE AGREEMENT

Section 1. The Agency shall print this Agreement in booklet form and distribute a copy to each employee in the unit. The Agency shall also provide one thousand (1000) copies to the national office of the Union.

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ARTICLE 104
REOPENER

Section 1. In the event legislation is enacted which affects any provisions of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 2. Any modification of the provisions or regulations of the Federal Labor Relations Authority affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

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

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10/21/05
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ARTICLE 105
GROUND RULES

Section 1. Within one hundred eighty (180) days prior to the expiration of this Agreement and upon request of either Party, the Parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating the existing Collective Bargaining Agreement.

ARTICLE 128
OUTSIDE EMPLOYMENT

Section 1. In accordance with 5 CFR 2635.101(b)(10), (14); 2635.801(c) and FAA Order 3750.7, outside employment in general is permitted so long as it neither conflicts with official Government duties and responsibilities nor appears to do so. Employees are permitted to engage in outside aviation employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility.

The Agency shall maintain a list of ethics officials on the AGC website with whom employees may consult for determinations of the propriety of an outside employment opportunity.

Section 2. Should an employee submit a written request for prior approval, it will be acted upon as soon as possible, generally within thirty (30) days of receipt. When the employee accepts outside employment without prior approval due to the Agency's failure to respond within thirty (30) days to his/her written request for a determination of propriety, the Agency will take this into consideration should disciplinary action later be contemplated.

Section 3. If prior approval is given and it is later determined that such employment is inconsistent with the provisions of Section 1, the following shall apply upon written notification to the employee:

a. If the outside employment is specifically prohibited by law, the employee shall cease the employment immediately.

b. In all other cases the employee shall cease the employment within fourteen (14) days.

ARTICLE 129
WAIVER OF OVERPAYMENTS

Section 1. An employee may request a waiver of an erroneous payment of pay or allowances or of travel, transportation or relocation allowances in accordance with FAA Order 2770.2.

Section 2. Unless specifically contained in this Agreement, any proposed changes to FAA Order 2770.2 or any other Law, Rule, Regulation, or any Order dealing with Waiver of Overpayments, are subject to negotiations in accordance with Article 7 of this Agreement.

ARTICLE 131
VETERANS RIGHTS

Section 1. The Agency agrees to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) as required by 38 USC, Chapter 43.

Section 2. The Agency shall post the provisions of USERRA in all facilities.

TAY
3/10/06

ARTICLE 134
HARDSHIP TRANSFER

Section 1. The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the employee and Agency. This Article is not intended to address emergency situations that may occur, where the agency determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

Section 2. Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

I. The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.

II. Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship. In order to be considered, the geographical separation from the parent must have been involuntary.

III. Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a different geographical area would allow the employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

All relevant factors shall be considered for each condition, but a minimum shall include:

a. Whether the employee previously used this issue as a hardship.

b. Other unique circumstances.

c. The distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities and/or cities that will meet the needs of their specific hardship. Placement is allowed in the same, lower, or up to three (3) ATC facility levels above their current ATC facility level.

Section 3. An employee requesting a hardship transfer shall submit a written request to his or her current facility manager. The request shall include at least the following:

a. A statement that the employee is requesting an Employee Requested Reassignment (ERR) in accordance with the ERR procedures and this Article;

b. The position(s), grade(s), and geographical area(s) the employee is requesting;

c. The reason(s) justifying the hardship need and all supporting documentation;

d. FAA Form 3330-42 Request for Consideration and Acknowledgment;

e. FAA Form 3330-43-1 Rating of Air Traffic Experience for AT Transfer Program;

f. OF-612 or a resume;

g. Most recent performance appraisal;

h. A statement that the employee understands that this hardship transfer is primarily in the interest of the employee and relocation is at no expense to the Government; and

i. A statement from the employee authorizing the Parties to contact the appropriate sources as applicable to the request for the purpose of validating or clarifying any supplied documentation.

Section 4. The Parties at the local level shall meet within fourteen (14) calendar days of submission of the hardship to accomplish the facility level review. They will ensure that the request falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the employee with an explanation of the denial and information that the employee can file an ERR through the normal process. For all other requests, they will make recommendations and forward an entire package to the Parties at the Service Area level of the facility where the hardship request originated. This should normally be accomplished within seven (7) calendar days of making the determination.

Section 5. The Parties at the Service Area level shall review the employee's package and the recommendations made at the facility and make their own determination as to whether the hardship condition is bona fide. This review should normally occur within fourteen (14) calendar days of receiving the package. If they determine the hardship condition is bona fide they shall, within seven (7) calendar days of making the determination, forward the entire package to the Parties at the Service Area level of the target facilities if other than their own, along with a written statement recommending approval of the transfer due to a bona fide hardship condition. Should the Parties in this

Section fail to reach agreement on the determination as to whether the hardship condition is bona fide, the hardship request is denied and the employee may pursue transfer under the ERR process. If the transfer is recommended by the originating Service Area the employee's hardship package will be forwarded to the target Service Area.

Section 6. The Parties at the Service Area level of the target facilities shall review the employee's package and the determinations made at the facility and the originating Service Area. This review should normally occur within fourteen (14) calendar days after receiving the package. If a vacancy exits at the target facility(s), that the Agency has decided to fill, the Agency will make every reasonable effort to accommodate the employee's transfer if the employee is otherwise qualified for the position. If the transfer is denied, the target Service Area shall forward a written justification to the originating Service Area along with a list of all alternative facilities in the geographical area which could possibly fit the needs of the affected employee.

The requesting employee will then be informed by his/her Principle Facility Representative and the Air Traffic Manager jointly, as soon as possible after receiving the final determination. Transfers under this Article shall not be constrained by any release policies; however release under this Article shall not negatively impact employees who have already received release dates. Transfers under this Article shall not be eligible to receive any permanent change of station benefits. If the Agency determines that the request cannot be accommodated due to staffing, the request will remain active for fifteen (15) months and reviewed every six (6) months by the Parties at the Service Area. After each six (6) month review, a notice will be sent to the employee regarding the disposition of the request.

Section 7. If the employee does not accept one of the alternatives, the response shall be documented and placed in the employee's hardship request file. The employee's original request will be held for fifteen (15) months and reviewed by the ATO Service Area Director and NATCA Regional Vice-President every six (6) months. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis. Target Service Areas are required to "date/time stamp" all hardship applications in order to properly track this provision.

Section 8. Applications under this Article will remain active for a period of fifteen (15) months from the date of final determination at the originating Service Area. After fifteen (15) months, the application and all associated documentation will be properly discarded.

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ARTICLE 135
REASSIGNMENT OF TRAINING FAILURES

Section 1. The provisions of this Article shall apply to employees who are unsuccessful in the air traffic control training program.

Section 2. When the Agency elects to retain a CPC or TMC transfer who has failed to achieve full certification in his/her new facility/area, he/she shall be reassigned. The Agency shall consider the employee's geographical preference prior to reassignment. Employees retained under this Section shall be offered a list of up to five (5) facilities for reassignment. If more than one position is offered, the employee shall be given an opportunity to select the position to which he/she shall be assigned.

Section 3. When a CPC who has volunteered for an intra-facility transfer in accordance with Article 46, Realignment of Work Force, is unsuccessful in achieving certification in his/her new area, the employee shall be retained within his/her existing facility. The first priority shall be a reassignment back to the area that he/she was previously certified. Nothing in this Section precludes the Agency from offering multiple areas based on organizational needs. If more than one position is offered, the employee shall be given the opportunity to select the area to which he/she will be assigned.

Section 4. Employee reassignments made in accordance with the provisions of this Article shall not be eligible to receive any Permanent Change-of-Station (PCS) benefits.

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ARTICLE 136
EMPLOYEE EXPRESS

Section 1. All employees are required to use Employee Express to process personnel actions which are capable of being accomplished through Employee Express. Employees who have physical impairments will receive assistance, upon request, in order to process their payroll and personnel information using Employee Express. Information about Employee Express will be made available to all employees.

Section 2. The Parties agree that for all employees who do not have personal workstations with computer and printer access, access will be provided during administrative hours to computers and printers in administrative areas for the purpose of using Employee Express. These computers shall not be computers already assigned at personal workstations.

Section 3. The Agency shall provide information on the use of Employee Express to include obtaining/replacing a Personal Identification Number (PIN), and the availability of assistance in using Employee Express. The Agency shall provide employees with the name, phone number, and e-mail address of a point of contact responsible for providing assistance in using Employee Express.

Section 4. Employees shall have the ability to access Employee Express while in a duty status, if otherwise in a duty status.

Section 5. The Agency will provide the Union with an opportunity to review any transmissions made to bargaining unit employees regarding the transition to mandatory Employee Express.

TAM 1/25/06

ARTICLE 139
LEGISLATIVE ACTIVITIES

Section 1. Once annually, absent an emergency or other special circumstance, a block of one hundred and forty-four (144) hours of official time shall be granted to the Union for its National legislative representatives' participation in activities related to Lobby Week.

Section 2. The Union shall provide the Agency at least thirty (30) days written notice indicating the date(s) and the names of those Union officials who will be utilizing this grant of time.

Section 3. The granting of this time shall take precedence over the approval of pending annual leave requests for the date(s) requested.

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ARTICLE 141
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 1370.82.

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 DOT Order 1280.1A, whenever the submission of a SSN is voluntary, the Agency employee requesting a 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 a 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 system(s) that requires bargaining unit employees to use passwords or PINs, as authentication tools, will comply with Department of Transportation (DOT) Handbook DOT H 1350.260, Guide To Protecting Information Technology, and Federal Information Processing Standards (FIPS) Publication 112, Password Usage. 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.

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PREAMBLE

The Parties agree that air traffic controllers and traffic management coordinators/specialists serve in a unique, complex and safety critical occupation.

This Collective Bargaining Agreement is designed to improve working conditions for air traffic controllers, traffic management coordinators/specialists and US NOTAM Office (USNOF) specialists, facilitate the amicable resolution of disputes between the Parties and contribute to the growth, efficiency and prosperity of the safest and most effective air traffic control system in the world.

The true measure of our success will not be the number of disagreements we resolve, but rather the trust, honor and integrity with which the Parties jointly administer this Agreement.

ARTICLE 146
DIVESTITURE

Section 1. The Air Traffic Organization Service Areas will ensure that any orders to divest, including appropriate timeframes and procedures, will be distributed to all employees when a newly prohibited financial interest is received from the Agency's Office of the Chief Counsel.

Section 2. The Agency shall keep an updated and accurate copy of the list of prohibited investments that the Agency utilizes in making its divestiture determinations. This list shall be made available to all employees through a link on the Federal Aviation Administration employee website and shall be briefed to new employees during new employee orientation.

Section 3. The Agency shall make employees aware of the timeframes established by the Agency's Office of the Chief Counsel relating to the issuing of a Certificate of Divestiture.

ARTICLE 147
PROFESSIONAL STANDARDS PROGRAM

Section 1. The Parties at the National level agree to develop the framework for a Professional Standards Program (PSP) using the principles outlined in this Article. The purpose of the Professional Standards Program is to provide an opportunity for bargaining unit employees to address performance and/or conduct of their peers before such issues rise to a level requiring corrective action(s) on the part of the Agency.

Section 2. Within one hundred and twenty (120) days of the signing of this Agreement, the Parties agree to form a joint workgroup to assist field facilities in the implementation of a Professional Standards Program. The workgroup will consist of three (3) bargaining unit employees, selected by the Union at the National level, and three (3) members selected by the Agency. The Parties at the National level shall mutually identify appropriate experts to assist in the development of the PSP. Other resources may be utilized by mutual agreement to facilitate the process. Bargaining unit employees will be on duty time, if otherwise in a duty status, and will be entitled to travel and per diem in accordance with FAATP and this Collective Bargaining Agreement.

Section 3. The National workgroup will solicit volunteer field facilities to participate in a pilot Professional Standards Program. Each volunteer facility must submit a statement from the Principal Facility Representative and the Air Traffic Manager, jointly signed, stating they wish to be considered for the pilot program. The number of facilities selected to participate will be determined by the National workgroup. Participation will initially last for twelve (12) months unless either Party, at the local level, determines it is not mutually beneficial and withdraws their participation from the program. Prior to entering into this pilot Professional Standards Program, the Manager and Principal Facility Representative must agree to use the committee/program as outlined in this Article.

Section 4. The Professional Standards Committee (PSC) will be comprised of bargaining unit employees only, appointed by the Principal Facility Representative or his/her designee. There shall be a chairman of the PSC, appointed by the Principal Facility Representative. The National workgroup, in consultation with the volunteer facility, will determine the numbers of BUE's on the facility PSC. The Agency agrees that PSC meetings are to be conducted on duty time, generally not to exceed two (2) hours per pay period. Additional time may be granted, upon request, for committee members unless staffing and workload do not permit. It is the responsibility of the PSC chairman to inform the manager of the need for the committee to meet.

Section 5. The PSC may accept performance and/or conduct based issues from other bargaining unit employees, supervisors, or other Management officials. The acceptance of an issue is at the sole discretion of the committee. Participation in this program is completely voluntary and all parties involved must agree to participate. The committee may identify and recommend other means for improving professionalism and safety.

Section 6. A PSC will not make records in any form (written or recorded) of their meetings while dealing with a particular matter. However, the committee will maintain records of how many issues were brought forward, how many were accepted, and the number that were resolved. These records will be provided to the National workgroup and shall only be used to assist in determining if the program is successful. Lessons learned, generic in nature, will be distributed, as deemed appropriate by the committee, to the workforce. Controller names or identifying information shall not be used. In the event of a performance or behavior-oriented inquiry, an

acknowledgement that the issue is resolved or unresolved will be made available to the individual reporting the event.

Section 7. The Agency may elect to use the PSP as an alternative to disciplinary action under Article 10. Issues released to the PSC shall not be addressed through other means or raised in the future to support other disciplinary actions, if the PSC reports that the issue is resolved.

Section 8. PSC members shall be provided access to voice tapes, NTAPs, SATORIs, and other relevant data concerning a reported event. A PSC inquiry shall not be used by the Agency as a triggering event to begin an outside investigation. The Agency shall not pursue action against an employee while the matter is "in committee", unless the issue is the subject of an ongoing or current investigation, involves gross negligence, is a criminal offense, or is brought to the attention of the Agency by means other than the PSC inquiry.

Section 9. The Parties at the National level agree to review of the effectiveness of this Article semi-annually. Based upon this review, the Parties agree to meet and jointly modify the program to ensure the goals of this Article continue to be met. It is agreed and understood that either Party may terminate the PSP at the end of the twelve (12) month pilot program if, in either Party's estimation, the PSP is not accomplishing the intended outcome. Expansion of the program may occur at anytime based on mutual agreement of the Parties.

Section 10. This Article does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

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PREAMBLE

The Parties agree that air traffic controllers and traffic management coordinators/specialists serve in a unique, complex and safety critical occupation.

This Collective Bargaining Agreement is designed to improve working conditions for air traffic controllers, traffic management coordinators/specialists and US NOTAM Office (USNOF) specialists, facilitate the amicable resolution of disputes between the Parties and contribute to the growth, efficiency and prosperity of the safest and most effective air traffic control system in the world.

The true measure of our success will not be the number of disagreements we resolve, but rather the trust, honor and integrity with which the Parties jointly administer this Agreement.