

a. Employee

1. Completes voluntary deduction election form designating the institution and amount to be regularly withheld.
2. Ensures that the deduction has been initiated and is for the correct amount on his/her leave and earnings statement.

b. The Union

1. Verifies employee's eligibility to elect voluntary deduction.
2. Forwards all validated election forms to the employee's payroll processing center.
3. Promptly notifies the payroll processing center when an employee is no longer eligible to participate in the program.
4. Provides refunds to employees for amounts erroneously deducted.

c. Payroll Processing Center

1. Promptly processes all voluntary deduction election forms and cancellation requests.
2. Informs employee of any problems with processing the voluntary deduction.
3. Returns to the Union any voluntary deduction forms that cannot be processed.

d. Payroll Operations Branch

1. Ensures voluntary deductions are withheld by the Agency's payroll system and are remitted to the Union.
2. Verifies amounts withheld by Agency's payroll system and remitted to the Union equals the supporting detail report.

**Section 7. Miscellaneous.**

- a. Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing or canceling a voluntary deduction.

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- b. In order of precedence, voluntary deductions for the Union will be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.
- c. Payroll processing centers will be responsible for canceling and reestablishing the voluntary deduction when an employee transfers between payroll processing centers.

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**ARTICLE 13  
UNION PUBLICATIONS AND INFORMATION AND USE OF  
AGENCY'S FACILITIES**

**Section 1.** The Agency shall provide the Union with a bulletin board for the posting of Union materials at all air traffic facilities in non-work areas frequented by bargaining unit employees. When wall space is not available for an Agency bulletin board in the facility, a Union bulletin board will not be provided.

Union literature placed on the Union bulletin board must not:

- violate any laws or regulation,
- contain items relating to partisan political matters,
- violate the security of the Agency.

Should a dispute occur regarding the nature of posted material, the Agency, at the National level, shall contact the NATCA Director of Labor Relations and explain the dispute. The Union shall, within 72 hours of the initial notification, investigate the Agency's contentions and notify the Agency of its determination of whether the posting shall be removed. If the Union determines that the posting will not be removed, the Agency may pursue the dispute using the terms of this Agreement. The Union agrees that all postings will be on a designated Union bulletin board only. The Union may, at its own discretion and expense, install a locking glass cover on their bulletin board.

**Section 2.** The Union or any of its representatives/agents may distribute material to employees in non-work areas at non-work times. All non-Agency representatives/agents must adhere to facility access procedures.

**Section 3.** The principal Facility Representative and/or his/her designee shall be given reasonable access to FAA telephone lines, facsimile machines and copy machines for the purpose of conducting official labor relations business regarding grievances and other representational matters. Such equipment shall not be used to conduct internal Union business.

**Section 4.** In facilities where suitable shelf space is available in non-work areas, the Union shall be permitted to use such shelf space as a library for Union acquired publications.

**Section 5.** In facilities where unused suitable space is available in non-work areas, the Union shall be permitted to use such space for the placement of file cabinets or other similar equipment. Such space may be an office if the Agency determines one is available. The Agency shall make a reasonable effort to provide excess desks, chairs, file cabinets, or other similar equipment for Union use. Any Union supplied equipment shall be subject to approval of the Agency in terms of suitability from the standpoint of decor. Should the Agency desire to withdraw from such arrangements, new space arrangements shall be appropriate for negotiations in accordance with Article 7 of this Agreement.

**Section 6.** If a Union mail receptacle does not presently exist, the Agency shall permit the Union to install an acceptable mail receptacle in a place mutually agreed upon by the Parties. When possible, the Union mail receptacle shall be in a location accessible to the Union at all times. The Union may send mail at Union expense to the principal Facility Representative at the facility address. The Agency assumes no responsibility for such mail; however, the Agency recognizes their obligation to abide by the provisions of the United States Postal Service regulations with respect to the privacy and security of mail.

**Section 7.** The Agency shall provide lockers, which are capable of being locked, for all employees. The Agency agrees that, except where there is probable cause to suspect criminal activity, the Agency shall

not inspect lockers unless the employee and a Union representative have been given the opportunity to be present.

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**Section 8.** The Agency shall approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the unit, provided the space requested is available, and the use of the space does not interfere with other facility requirements. These meetings shall take place during the non-duty or non-work hours of the employees involved. On duty employees in a non-work status may be allowed to attend these Union meetings, provided they are available for immediate recall.

**Section 9.** When a Union representative is performing representational duties under this Agreement, the Agency shall make every reasonable effort to provide meeting space which will protect the confidentiality of any discussion.

**Section 10.** Union representatives may mail material to Management officials through the FAA internal mail system. In those facilities where the Union does not have a resident Facility Representative, the Union may communicate with bargaining unit employees through the Agency's internal mail system, provided such mail involves representational purposes.

**Section 11.** The Agency shall provide mail slots/boxes for all employees. Normally, employees should not be required to share slots/boxes. The Union may place literature in the mail slots/boxes during non-work times.

**Section 12.** The Union shall be permitted to place Union reading binders adjacent to FAA general information reading binders. The binders shall be clearly identified as Union materials. These binders are non-operational and shall not be read on operating positions.

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**ARTICLE 14**  
**NAMES OF EMPLOYEES AND COMMUNICATIONS**

**Section 1.** The facility manager or his/her designee shall notify the Union's Principal Facility Representative within fifteen (15) days whenever a bargaining unit employee is hired, transferred, promoted, reassigned, or has resigned, retired, or died.

**Section 2.** Within thirty (30) days of the Union's request, the Agency shall furnish to the Union, at the regional or local level, a listing by facility of the name, classification, title, and grade of each employee covered by this Agreement. The Agency shall comply with up to two (2) such requests for each facility within any twelve (12) month period.

**Section 3.** At the end of the first full pay period of each month, the Agency shall furnish the Union's National office with a computer disk or sent in an electronic format containing the following information concerning employees in the bargaining unit: Name, an identifying number unique to the individual, Entry on Duty (EOD) FAA Date, EOD Facility Date, FLSA Code, Work Schedule Code, year of birth, classification, title, grade, facility, and region of assignment. This information shall also include information whenever a bargaining unit employee is hired, transferred, reassigned, or has resigned, retired or died. Within 120 days from the signing of this Agreement, the Parties at the National level shall meet to determine the electronic format by which the data will be delivered.

**Section 4.** The Agency agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employee of the local representing him/her and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee.

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**ARTICLE 15  
USE OF OFFICIAL GOVERNMENT TELEPHONES**

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

**Section 2.** The employee shall have reasonable access to unrecorded telephones provided they are presently installed.

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

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

**Section 5.** When an employee is in a travel status for two (2) or more consecutive nights, he/she will be authorized one (1) brief call to his/her residence each day during non-duty periods on FTS service, if available. If FTS is not available, each employee will be reimbursed for no more than two (2) calls to his/her residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones will be reimbursed in accordance with FAA directives.

**Section 6.** When it is known in advance that one (1) or more persons will be on the line for any reason, all parties to the call shall be advised prior to the conversation. If during a telephone call one (1) or more persons come onto the line for any reason, the other party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speaker phones.

**Section 7.** Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law.

**Section 8.** The Agency shall notify employees of all recorded outside telephone lines within their facilities.

**Section 9.** When a telephone call is being made under the provisions of this Agreement, the telephone line shall not be monitored.

**Section 10.** The Agency shall accept collect calls of an emergency nature to facility management from employees. The Agency shall also accept collect calls from employees engaged in Liaison and Familiarization Training when they have been bumped from a flight. When the Agency directs the employee to call the facility the Agency shall bear the expense of such call.

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ARTICLE 16  
AGENCY DIRECTIVES

**Section 1.** Agency directives shall be maintained and/or available electronically at all air traffic facilities. Agency directives shall be made available during normal administrative office hours for use by unit employees.

After normal administrative hours, the Agency shall make every reasonable effort to make such information available to the principal Facility Representative or his/her designee. Manuals may not be removed from the facility. When the facility has copying equipment, the Union shall have the right to copy such material for representational purposes at no cost to the Union.

**Section 2.** The national and regional offices of the Union shall remain on the Washington distribution lists for future issuances of all FAA orders, notices and directives which relate to personnel policies, practices, and working conditions of employees in the bargaining unit. If available, and requested by the Union, this information shall be provided in a CD-ROM format. Upon request, the Agency shall provide the Union a hard copy of any of the above referenced material.

**Section 3.** The Agency shall annually provide the national and regional offices of the Union a complete listing of the documents identified in this Section. If available, and requested by the Union, the information will be provided in a CD-ROM or electronic format, or in hard copy form. There will be no restrictions on the Union's ability to copy and distribute this information, at its own expense, to any and all of its representatives.

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**ARTICLE 19**  
**HAZARDOUS WEATHER/EMERGENCY CONDITIONS**

**Section 1.** All employees covered by this Collective Bargaining Agreement (CBA) provide essential Federal services. Given the critical nature of FAA responsibilities, employees are expected to make every reasonable effort to be at work; however, they are not expected to disregard their personal safety or that of their family.

Once every reasonable effort has been made to report for work and an employee is unable to do so, he/she shall notify their facility as soon as possible and an immediate determination will be made as to whether the employee is granted excused absence. To assist in making the initial determination, an employee, if requested, shall orally provide information that supports his/her inability to report for work. Examples of information are:

- a. conditions that the employee encountered;
- b. a synopsis of efforts made, including number of attempts made, distance and route between residence and work, mode of transportation used; and
- c. other information which provides an explanation or which shows a hazardous weather or emergency condition prevented the employee from reporting to the facility.

If the initial determination is to deny the request for excused absence or only approve excused absence for a portion of a shift, the employee shall continue to make every reasonable effort to report for work and the absence/tardiness will be charged to annual leave.

**Section 2.** Upon returning to duty, an employee may request reconsideration if the Agency had denied an employee's request for excused absence. The Agency shall consider reports from the employee, civil authorities, meteorological information, news media, official road reports, leave approvals, arrival time, the number of other employees traveling under similar conditions, and reduced staffing or closings at other mission critical government facilities. If the Agency reverses its initial decision the absence will be documented as an excused absence.

**Section 3.** The Agency may authorize an early dismissal of employees during periods of hazardous weather or emergency conditions. Upon a determination that some or all employees can be spared, on-duty bargaining unit employees shall be released on excused absence as soon as staffing and workload permit. Volunteers to remain on duty shall be utilized to the extent possible.

**Section 4.** At facilities not in continuous operation, the Agency shall establish procedures that employees will use to notify the Agency in the event that they are unable to report on the opening shift. Included in those procedures will be the method the Agency will use to notify employees in the event that they are not required to report for duty due to hazardous weather or emergency conditions.

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**ARTICLE 20**  
**PERFORMANCE STANDARDS AND APPRAISALS**

**Section 1.** Unless otherwise specified in this Agreement, the Human Resource Policy Manual PM-9.1 shall apply to the bargaining unit employees covered by this Agreement.

**Section 2.** Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities in the position description. A copy shall be provided to the employee within fifteen (15) days of the employee's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the employee receives his/her copy of the final signed document. Performance standards shall be applied uniformly throughout the bargaining unit.

**Section 3.** The Parties agree that performance standards are written for the primary duties and responsibilities described in the position description and must be used as the only basis for comparing the employee's actual job performance against the requirements (duties and responsibilities) of the position.

**Section 4.** The Parties agree that methods for addressing performance are intended to acknowledge employees whose performance is acceptable and to help those employees whose performance has been determined to be unacceptable improve their performance.

**Section 5.** The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

**Section 6.** At any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one (1) or more critical elements, the employee's supervisor shall notify the employee, in writing, of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The supervisor shall also inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, Management may either reassign the employee to another position where Management believes acceptable performance can be achieved, reduce the employee's pay, demote the employee, or remove the employee from the FAA.

When the employee's performance is unacceptable, the Agency shall afford the employee a reasonable opportunity, in no case less than ninety (90) days, to demonstrate acceptable performance.

As part of the employee's opportunity to demonstrate acceptable performance, the supervisor shall write a plan which identifies what the employee must do to improve his/her performance to be retained in the job and what the Agency will do to assist the employee.

At least once every thirty (30) days during the period for improving performance, the supervisor shall provide the employee with a written review identifying the employee's progress and identifying any areas still needing improvement. Additionally, the supervisor shall include specific recommendations of methods and means of improving that the employee may use to



attain an acceptable level of competence.

After successful demonstration of acceptable performance the supervisor shall provide the employee with a written statement indicating that he/she has achieved an acceptable level of competence.

**Section 7.** The use of authorized official time and approved absences for labor relations and other activities shall not be a factor in employee performance appraisals.

**Section 8.** Employees who are not selected to be on-the-job training instructors (OJTI) shall not be rated based on the OJTI function. Employees who are not selected to be CIC, TMSIC, TMCIC, and NSIC shall not be rated based on the CIC, TMSIC, TMCIC, and NSIC function.

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**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. unusual situations such as flight assists, gear saves, averting landings on the wrong runway, averting runway crossings when such clearances are not issued, and any other situation in which an employee's efforts go beyond his/her normal duties.

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

The Agency will inform the Union, at the national level, of the total amount spent on awards for the bargaining unit and the remainder of the Air Traffic Organization (ATO) within one month of the end of the fiscal year.

**Section 2.** The Agency shall notify the principal Facility Representative or his/her designee, in writing, when a bargaining unit employee receives an award. At a minimum, the notification shall include the employee's name and type of award.

**Section 3.** The Parties at the facility level agree to meet annually to discuss the recognition and awards program at the local level.

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**Section 4.** The awards program shall not be used to discriminate against employees or to effect favoritism.

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B. SHL  
1/27/06  
*[Signature]*

**ARTICLE 22  
EMPLOYEE RECORDS**

**Section 1.** Material placed in an employee's Official Personnel File (OPF), Employee Performance File (EPF), Medical, Security, Training folder or other DOT/FAA file(s) shall comply with Federal Personnel Manual requirements and shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations and this Agreement. This includes those files maintained at the employee's facility. Those records maintained by the Agency under a system of records pursuant to the Privacy Act shall be the only records kept on the employee. Where required by law, rule or regulations, any material which becomes a part of the employee's records shall bear the signature of the person originating the material. The employee shall be given copies of all FAA initiated material which is placed in his/her OPF and/or EPF. Copies of materials in other FAA files may be obtained in accordance with Section 11 of this Article.

**Section 2.** There shall be maintained only one OPF<sup>or EPF</sup> and EPF for each employee in the bargaining unit. The OPF shall be located in the appropriate Human Resource Management Division. The employee and his/her designated representative<sup>or</sup> is entitled to review his/her OPF, EPF, Medical, Security, Training folder or DOT/FAA file in the presence of a management official, provided access to that information is in accordance with the applicable provisions of the Privacy Act and other applicable laws, rules and regulations.

**Section 3.** Upon an employee's written request, a true and certified copy of his/her OPF, EPF, Medical, Security, Training folder, or other DOT/FAA file and its contents, shall be forwarded to the address as requested by the employee, except for material restricted by law, rule or regulation. This shall be in electronic format or hard copy, at the election of the employee. This shall normally be accomplished within thirty (30) days of the receipt of the request, except when the folder is needed elsewhere for official Agency business. In those cases, the employee will be notified why the file was not available.

**Section 4.** Letters of reprimand and documents related to them shall be retained in the OPF for no more than two (2) years. If at the end of one (1) year it is decided that it is no longer warranted, the reprimand and related documents shall be removed. In the event a letter of reprimand is ruled by appropriate authority to have been unjustly issued, the reprimand and related documents shall be removed immediately and destroyed. Any reference to a letter of reprimand which has been expunged from the OPF must be removed from any other record.

**Section 5.** Access to an employee's OPF, EPF Medical and Security file shall be granted to other persons only as authorized by law and OPM regulation. The Agency shall maintain a log of all persons, outside the Civil Aviation Security and Human Resource Management offices, who have accessed an employee's OPF, EPF or Security file in the performance of their duties. If no such log currently exists, it will be generated and filed in the employee's OPF, EPF or Security file at the time the first request for access to his/her file is received and granted. This includes those files maintained at the employee's facility except for personnel who routinely maintain the files. Upon written request, the employee shall be permitted to review the log and make a copy in the presence of a management official.

**Section 6.** An employee, pursuant to OPM regulations, may request that a record maintained by the Agency be corrected or amended if he/she believes the information is incorrect. The Agency will advise the employee within fifteen (15) days of its determination concerning the employee's request. An employee who attempts unsuccessfully to correct or amend a record maintained by the Agency

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will be advised of the reasons for the refusal and may have a statement of disagreement placed in his/her folder.

**Section 7.** In accordance with 5 USC 552a, any disclosure of an employee's record, containing information about which the individual has filed a statement of disagreement, the Agency shall clearly note any portion of the record which is disputed and also provide copies of the employee's statement and, if appropriate, the Agency's reasons for not making the amendments.

**Section 9.** Personal records, notes or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

- a. They are kept and maintained for the supervisor's personal use only.
- b. They are not circulated to anyone else, including secretarial staff or another supervisor of the same employee.
- c. They are not under the control of the FAA in any way or required to be kept by the FAA.
- d. They are kept or destroyed solely as the supervisor sees fit.

Such records, notes or diaries are not to be regarded by the supervisor as a "secret black book" to use against employees (i.e., notes should include the praiseworthy acts of employees as well as problems). They are to be current and pertinent to help focus on meaningful issues when counseling, evaluating performance, assisting in career development, and similar day-to-day responsibilities.

Such records, notes or diaries shall not be used as a basis to support the following:

- a. a performance evaluation of less than fully successful;
- b. the denial of a career ladder promotion;
- ~~fil~~ ~~c. the denial of a within-grade increase;~~ *SI*
- sb* **d.** disciplinary or adverse actions;

Unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed fifteen (15) days, after it has been determined that the information will be used for such purpose, and within a sufficient amount of time before it is used. If an employee is shown a note, record or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.

**Section 10.** In the event an employee is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the Security file shall not be released or shared without the express written authorization of the employee, except pursuant to 5 USC 552a(b) and 5 CFR 297.401.

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**Section 11.** Each employee, upon written request, and/or his/her designated representative, upon written authorization, shall be allowed to prepare an itemized listing and/or copy, in the presence of a management official, any all of the OPF, EPF, Medical, Security, Training folder or other DOT/FAA file, with the exception of records restricted by law or regulation.

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

**Section 3.** Sick leave cannot be granted for rest or minor inconveniences. However, 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

**Section 4.** 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. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member; or

Full time employees may use up to forty (40) hours of sick leave per year for these purposes. Part time employees use a pro-rated amount. However, if a full time employee maintains a minimum balance of eighty (80) hours of sick leave, he/she may use additional sick leave, not to exceed one hundred four (104) hours in a leave year.

**Section 5.** Full time employees who maintain a minimum sick leave balance of eighty (80) hours 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 4 and 5 may not exceed 480 hours. However any sick leave taken under Article 26 to care for a family member, is deducted from the 480 hour entitlement under this Section.

**Section 6.** Employees should request leave in advance for pre-arranged 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, where the Agency reasonably believes an employee may be abusing sick leave, the Agency may provide the employee 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. This notice may be given verbally when the leave is requested and followed up in writing when the employee returns to work. If it is determined by the Agency prior to the conclusion of the six (6) month time period, that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the employee's OPF and EPF, and returned to the employee. If the Agency reasonably believes, at the conclusion of the six (6) month time period, that the employee may still be abusing sick leave, and as a result the Agency determines the requirement to still be necessary, a new notice shall be developed in accordance with this Section. In cases where an employee, who because of illness, is released from duty, the Agency may waive the requirement for a medical certificate for that day.

**Section 8.** Except as otherwise provided for in Section 6, 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 accepted as supporting evidence by the Agency.

**Section 9.** Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

**Section 10.** Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

**Section 11.** Leave approving officials are authorized to advance up to thirty (30) days of sick leave for serious illness or disability.

Part-time employees can be advanced sick leave in accordance with LWS-8.1, Section 7.

Sick leave cannot be advanced 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; or
- b. he/she has filed or the Agency has filed an application for disability retirement; or
- c. he/she has signified his/her intention of resigning for disability.

**Section 12.** 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 13.** 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 14.** 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 (40) percent of the value of his or her accumulated sick leave as of the effective date of their retirement.

**Section 15.** If there is insufficient sick leave to cover leave already used, and advanced sick leave has not been approved, excess sick leave used will be automatically converted to earned credit hours, earned compensatory time, or earned annual leave, in that order. If other accrued leave is insufficient to cover the excess sick leave hours used, the remaining sick leave will be charged to leave without pay (LWOP).

**ARTICLE 26**  
**LEAVE FOR SPECIAL CIRCUMSTANCES**

**Section 1.** Leave for special circumstances will be administered in accordance with the Human Resource Policy Manual (HRPM).

**Section 2.** In the event of a death in an employee's family, up to ten (10) days of annual leave or leave without pay (LWOP) may be granted. For the purposes of this Agreement, "family" is defined as the employee's father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father/mother/sister/brother/son/daughter, half-brother, half-sister, and life or domestic partner.

**Section 3.** Funeral leave (up to three (3) days) may be granted to an employee to make arrangements for, or to attend the funeral or memorial service of a family member who died as the result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. All permanent full-time or part-time, temporary for a year or more, and indefinite employees are eligible for funeral leave. For the purpose of this Section, family member is defined as: spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

**Section 4.** Requests for annual or sick leave for emergencies involving illness or injury in the family shall be given priority.

**Section 5.** To the extent staffing and workload permit such accommodation, an employee whose personal religious beliefs require the abstention from work during certain periods of time may, after advanced approval by the employee's supervisor, elect to engage in overtime worked for time loss for meeting those religious requirements. Any employee who so elects shall be granted equal compensatory time off from the employee's scheduled tour of duty (in lieu of overtime pay) for such religious reasons, notwithstanding any other provision of law. The earned compensatory time is used to cover the absence for the religious observance. Requests for compensatory time off for religious observances shall be granted unless to do so would interfere with the Agency's ability to efficiently carry out the mission of the Agency.

**Section 6.** The Parties agree that bargaining unit employees are covered by the provisions of FMLA as outlined in LWS-8.2 and Article 30.

**Section 7.** Leave taken under this Article shall be given extra consideration over spot leave requests as provided for in Article 24 of this Agreement.

**Section 8.** The Agency shall provide employees with seven (7) days paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone marrow donor and

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thirty (30) days paid leave in a calendar year (in addition to sick or annual leave) to serve as an organ donor.

**Section 9.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

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**ARTICLE 27**  
**JURY DUTY AND COURT LEAVE**

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

**Section 2.** If the employee's regularly scheduled tour of duty for the period covered by court leave includes any overtime or holiday, Sunday, or night shift work, the individual is entitled, except to the extent prohibited by applicable statutes, to all other such pay as if this time were worked and the employee had not been on court leave for the judicial proceeding. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee. An employee who is on court leave, and released early, may be granted administrative leave for the remainder of the day. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time for needed rest.

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

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

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

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

**ARTICLE 29  
EXCUSED ABSENCES**

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2/21/06  


**Section 1.** Excused absence is an approved absence from duty without charge to leave or loss of pay.

**Section 2.** Employees may be allowed up to four (4) hours excused absence based on staffing and workload in connection with each blood donation. Upon return to duty, the employee must provide his/her supervisor with written documentation from the collector. If the employee was unable, or ineligible to give blood, the employee is expected to return to work. However, if the employee was unable, or ineligible to give blood, travel time to the collection center, as well as any time spent in the collection center and the amount of time to return to work shall be excused. Employees who sell blood are not entitled to excused absence and must charge time off to an appropriate paid or unpaid leave category.

All leave requests shall be given extra consideration over excused absence requests for blood donation.

**Section 3.** The Agency shall provide employees with seven (7) days excused absence in a calendar year to serve as a bone marrow donor and thirty (30) days excused absence in a calendar year to serve as an organ donor.

An employee's excused absence to serve as a bone marrow or organ donor shall be granted over spot leave requests as provided for in Article 24 of this Agreement.

**Section 4.** Employees may be granted excused absence for brief tardiness of up to one (1) hour when the employee provides acceptable justification.

**Section 5.** An employee making a change to a permanent official post of duty shall be granted up to sixty-four (64) hours of excused absence to make pre- and post-moving arrangements. Release for this time is based upon staffing and workload. The Agency may require an employee to provide justification that supports his/her request for excused absence. The granting of excused absence shall be based on information provided by the employee. This Section is not inclusive of any time provided for "house hunting".

**Section 6.** In limited circumstances an employee making a change to a permanent official post of duty, when the residence is not relocated, shall be granted excused absence. Release for this time is based upon staffing and workload. The Agency may require the employee to provide justification that supports his/her request for excused absence. The granting of excused absence shall be based on information provided by the employee.

**Section 7.** An employee must be granted funeral leave as needed and requested not to exceed three (3) workdays to make arrangements for, or to attend the funeral or memorial service of a family member who died as the result of a wound, disease, or injury incurred while serving as a member of the armed forces in a combat zone. All permanent full-time or part-time, temporary for a year or more, and indefinite employees are eligible for funeral leave.



For the purpose of this Section, family member is defined as: spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship.

Funeral leave is granted without loss of or reduction in pay, or leave to which the employee is otherwise entitled, or credit for time in service. Funeral leave is granted only from a regularly scheduled tour of duty, including regularly scheduled overtime.

An employee's excused absence under this Section shall be granted over spot leave requests as provided for in Article 24 of this Agreement.

**Section 8.** Military leave shall be administered in accordance with 5 USC 6323.

**Section 9.** Annually, the Union sponsors a Communicating for Safety conference for the purpose of advancing aviation safety. The Parties agree that for the purpose of this annual conference the following procedures shall apply:

- a. Employees wishing to attend this conference on duty time must request release sufficiently in advance to allow the Agency reasonable time to determine whether or not the employee will be released.
- b. Requests for excused absence to attend this conference shall be submitted to the Agency by the Union at the National level at least forty-five (45) days prior to the conference.
- c. The Agency will not pay travel, per diem, tuition or other related costs.

**Section 10.** Unless expressly contained in this agreement, any proposed changes to FAA Order 3600.4, HRPM LWS - 8.8 or any other Law, Rule, Regulation, or any Order dealing with excused absence of any type, are subject to negotiations in accordance with Article 7.

**ARTICLE 30  
PRENATAL/INFANT CARE**

*TAY  
F. H. H.  
12/5/05*

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

**Section 2.** Subject to operational requirements, employees shall be entitled to prenatal/infant care leave for up to nine (9) months, in addition to the leave entitlements contained in Article 26, Section 6. Except as provided for in the "Family and Medical Leave Act of 1993", employees on prenatal/infant care leave under this Section are subject to recall to duty with thirty (30) days notice, when unforeseen operational requirements necessitate a return to duty.

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

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

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

**Section 6.** The total entitlement under this Article shall be a maximum of twelve (12) months.

**Section 7.** The provisions of this Article shall apply to each instance of childbirth or infant adoption.

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**ARTICLE 32**  
**WATCH SCHEDULES AND SHIFT ASSIGNMENTS**

**Section 1.** The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts and regular days off. In developing the basic watch schedule, the Agency retains the right to determine coverage requirements (shift start/stop time; numbers, types, and grades of employees to be assigned to a shift). Annually, the Parties at the local level will negotiate employee rotation through shifts, permanent/rotating shifts, and/or permanent/rotating days off. The basic watch schedule for the upcoming calendar year will be posted no later than October 1<sup>st</sup>. Nothing in this section shall be construed as a waiver of any Union or management right.

Any change to the basic watch schedule shall be handled in accordance with Article 7 of this Agreement.

**Section 2.** Once annually, prior to bidding for vacation leave, bidding for assignments to the basic watch schedule shall be done according to seniority. Procedures for employees bidding on the basic watch schedule shall be negotiated by the Union and the Agency at the local level.

**Section 3.** The posted watch schedule is defined as the assignment of employees to specific shifts. The posted watch schedule shall be published at least twenty-eight (28) days in advance. Assignments of individual employees to the posted watch schedule are not considered changes to the basic watch schedule.

**Section 4.** When the Agency determines that it is necessary to modify a posted watch schedule with more than seven (7) days notice, a solicitation for qualified volunteers to change shifts shall be posted for forty-eight (48) hours or until a qualified employee volunteers. In the event there are no volunteers, the Agency may then modify the posted schedule.

When the Agency determines that it is necessary to modify an employee's posted shift assignment with less than seven (7) days notice, prior to making the change, the Agency shall solicit qualified employees who volunteer for that shift assignment. The Agency may also consider qualified employees who volunteer to work credit hours.

If an employee's shift is changed involuntarily with less than seven (7) days notice, the affected employee shall be paid any night time differentials to which he/she would otherwise have been entitled had they actually worked that shift.

**Section 5.** Unless staffing and workload do not permit, the Agency shall approve the exchange of shifts and/or days off by employees of equal qualifications, provided the exchange does not result in overtime or violation of the basic work week. Any such requests shall normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less.

When considering an individual request for a shift and/or days off change, the Agency will consider the staffing and workload of the losing and gaining shift as a precondition to approval.

If it is determined that those needs are adequately met, the change shall be approved.

*BY  
[Signature]*

**Section 6.** Shift adjustments for the purpose of continuing an employee's off-duty education or professional training shall be handled on an individual basis. However, the Agency agrees that in no instance shall shift adjustments for this purpose interfere with the watch schedule rotation of any other employee at that facility, without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement. The employee requesting education shift adjustment shall be responsible for obtaining the consent of all other employees affected.

**Section 7.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

**ARTICLE 34  
WORKING HOURS**

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B. J. K.  
3/28/06

**Section 1.** A full-time employee's basic workday shall consist of eight (8) consecutive hours and the basic workweek shall consist of five (5) consecutive days except as authorized in this Article. At an employee's request, the Agency may consider non-consecutive hours and/or non-consecutive days off.

**Section 2.** Employees with a regularly scheduled shift who would otherwise lose an hour of work because of the changeover to daylight savings time must be afforded an opportunity to remain on duty at the end of their normal shift to maintain their full number of hours with normal pay.

**Section 3.** The Agency may change an employee's shift to an administrative schedule (eight and one-half (8 ½) hour shift including an unpaid thirty (30) minute meal period) for the purpose of administrative travel or to receive official training away from the operational environment. Employees will adhere to the tour of duty of the organizational segment to which they are temporarily assigned. If an employee who has been assigned an 8 ½ hour shift is recalled to operational duties, his/her shift shall revert to an eight (8) hour shift to include a thirty (30) minute paid meal period. Employees who are disciplined for conduct offenses or are undergoing performance related training may be reverted to an administrative workday(s) shift to ensure closer supervision.

**Section 4.** Alternate Work Schedules (AWS) shall be authorized in accordance with this Agreement.

**Section 5.** "Core time" means those designated hours and days during the biweekly pay period established by the Agency when an employee on certain flexible schedules must be present for work.

**Section 6.** The Parties agree that in conjunction with the development of the basic watch schedule under Article 32 Section 1, FWS and CWS are authorized on an annual basis provided any schedule agreed to by the Parties would not have an adverse Agency impact.

a. Adverse Agency impact is defined as:

- (1) a reduction of the level of productivity of the Agency;
- (2) a diminished level of service furnished to the public by the Agency; or
- (3) an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a compressed schedule).

b. For the purpose of this Agreement, FWS means:

- (1) A minimum of seven (7) hours core time each workday.
- (2) A maximum of one (1) flexible hour which must be worked each workday.

(3) Employees may vary start times on a daily basis only during the established flexible

times.

**Section 7.** "Credit hours" are non-overtime hours worked under an FWS which are in excess of an employee's basic work requirement and which are worked at the election of the employee after approval by the Agency.

Employees may accrue and carry over a maximum of twenty-four (24) credit hours into any pay period. However, on the effective date of this Agreement, employees with credit hour balances in excess of twenty-four (24) hours will carryover that balance but will not be eligible to earn additional credit hours until their balance has been reduced to less than twenty-four (24) hours.

Employees receive pay for a maximum of twenty-four (24) unused credit hours at his or her current rate of basic pay when federal employment ends, when the employee transfers to another agency, or when the employee otherwise is no longer subject to a flexible work schedule. Upon the signing of this Agreement, any balances in excess of twenty-four (24) hours shall continue to have no cash value.

**Section 8.** The Agency shall not require employees to work additional hours or days for credit hours.

**Section 9.** Credit hours must be earned prior to their use. Procedures for approving the use of earned credit hours shall be the same as those for approving annual leave requests under Article 24 of this Agreement. When requested in advance, the employee may substitute credit hours for approved annual leave.

**Section 10.** Participants in any AWS shall be bargaining unit employees who volunteer.

**Section 11.** If at any time, the Agency determines that any schedule established under the provisions of this Article has had or would have an adverse Agency impact as defined in Section 6, it will follow the provisions of Article 7 of this Agreement to seek termination of the schedule.

**Section 12.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

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**ARTICLE 35**  
**PART-TIME EMPLOYMENT/JOB SHARING**

**Section 1.** This Article deals with full-time employees who are participating in and transitioning to part-time schedules and job sharing. Part-time and job sharing are designed to provide career opportunities for individuals who cannot or do not want to work full-time and are an acceptable and welcome alternative to the traditional full-time 40-hour workweek.

- a. For employees, working part-time or job sharing can provide an opportunity to:
- (1) Work and spend more time with children;
  - (2) Care for an aging or an ill family member;
  - (3) Pursue educational opportunities;
  - (4) Participate in volunteer or leisure activities; or
  - (5) Continue to work when illness or physical limitations prevent the employee from working a full-time schedule.
- b. For the Agency, allowing part-time or job sharing can allow:
- (1) Retention of highly qualified employees not available for full-time employment;
  - (2) Recruitment of employees with special skills who are unable or do not want to work a full-time schedule;
  - (3) Meeting operational requirements during workload surges;
  - (4) Reduction of current human resource expenditures when employees voluntarily reduce their work hours.

Denials of requests for part-time or job sharing will be discussed with the employees, and upon request, employees will be provided specific written reasons for denials.

**Section 2.** While the Union recognizes the statutory rights of the Agency with respect to the establishment of permanent part-time positions, such positions have not previously existed. Should the Agency make the determination to establish part-time positions as a condition of employment, the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement.

Nothing in this article precludes a full-time employee from requesting permanent part-time employment as set forth in the Human Resource Personnel Manual (HRPM).

**Section 3.** Except as provided in Section 4 below:

- a. the tour of duty for a part-time employee will be no less than sixteen (16) and no more than thirty-two (32) hours per week; and
- b. a part-time employee's tour of duty will be documented on an SF-50, Notification of Personnel Action.

**Section 4.** An increase of a part-time employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period will be in accordance with HRPM LWS-8.16.

**Section 5.** If an employee working a temporary part-time schedule is directed by the Agency, or the employee requests, to return to a full-time schedule, a thirty (30) day notice shall be provided.

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

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

**Section 8.** A part-time employee shall accrue leave for each year of service in accordance with LWS 8.1, LWS 8.3 and this Agreement, on a pro-rated basis.

**Section 9.** Before an employee is assigned to a part-time position or a job share arrangement, the Agency will brief the employee on the impact of this assignment on the following: retirement, reduction-in-force, health and life insurance, promotion, and increases in pay. Upon request, the Agency shall provide this information to the employee in the form of a written fact sheet.

**Section 10.** Placement of part-time employees in the watch schedule rotation pattern shall not adversely impact the normal work schedule rotation pattern of full-time employees.

**Section 11.** Employees who share a job are considered to be individual part-time employees for purposes of appointment, pay, classification, leave, holidays, benefits, position management, service credit, and reduction-in-force. Job sharers will be limited to equally qualified employees in the same area/facility.

**Section 12.** Employee requests to participate in job sharing must be made in writing to the employee's immediate supervisor. If the potential job sharers have the same supervisor, the request may be made jointly. If not, each employee must submit a separate request to his/her supervisor. The request must identify the job to be shared and the employees who propose to share it. The employee is responsible for locating a job share partner(s).

**Section 13.** When, as part of its consideration of a job sharing request, the Agency meets with potential job sharing candidates, the Union will be notified and given an opportunity to be present during such meetings.

**Section 14.** The Air Traffic Manager or designee and job sharers must sign an Agency job sharing agreement. Each job sharer will receive a copy of the job sharing agreement and must understand their individual responsibility in carrying out the duties and responsibilities of the position. Any changes to an approved job sharing arrangement will require the establishment of a new job sharing plan consistent with the provisions of this Article.

**Section 15.** Flexibilities such as overlapping time or simultaneous shifts may be considered when scheduling job sharers. Each employee's scheduled work hours and the overlap period depends on the needs of the position, the availability of the employees, and the resources available.

**Section 16.** The job sharers will be informed, before starting the job share arrangement, that the manager has the authority to approve, revise, or terminate a job sharing agreement. All parties, including job sharers, agree to provide thirty (30) days notice before terminating a part-time assignment or job share agreement. The expectation that the remaining job sharer is to work full-time until another job sharer is found in the event that one job sharer is unable to maintain the

agreed upon schedule, goes on extended leave, resigns, or takes another job, should be clearly stated.

**Section 17.** Part-time and job sharing employees shall be paid appropriate premium pay and differentials for hours worked. Permanent or temporary part-time employees are not entitled to holiday in lieu of days.

**Section 18.** Unless expressly contained in this agreement, any proposed changes to FAA Order 3550.10, LWS 8.16, HROI entitled "Job Sharing", HROI entitled "Working a Part-Time Schedule" or any other Law, Rule, Regulation, or Order dealing with Part time employment or job sharing, are subject to negotiations in accordance with Article 7 of this Agreement.

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**ARTICLE 37  
BACK PAY**

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1/27/06  
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**Section 1.** In accordance with 5 USC Chapter 71, the Parties recognize the power of an appropriate authority to render a remedy in accordance with the provisions of 5 USC 5596.

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[Signature]*

**ARTICLE 39  
NATIONAL PAY PROCEDURES**

**Section 1.** The Agency shall designate a nationwide payday which should be on the earliest day practicable following the close of the pay period. Such payday shall not be later than the second Tuesday after the close of the pay period.

**Section 2.** Statements of earnings and leave will be available on Employee Express no later than the second Tuesday after the close of the pay period.

**Section 3.** Any payment made by the Agency for salary or other type(s) of payment(s) shall be made by Electronic Funds Transfer (EFT) except as otherwise provided for in 31 CFR Part 208, Section 4. Any payment(s) made by EFT shall be made to the financial institution of the employee's choosing.

Any payment(s) made by the Agency shall be at no expense to the employee.

**Section 4.** If an employee does not receive his/her salary via paper check/EFT by close of business on the established payday, or the amount is incorrect, the employee is responsible for notifying the Agency.

- a. In the event of an EFT error, the Agency payroll system will process an EFT within twenty-four hours (24) of bank verification.
- b. In the event a paper issued check has been lost, destroyed, mutilated, stolen, or when the payee claims non-receipt of his/her U.S. Treasury check, the Agency will issue a recertified check as early as the third workday and not later than the fifth workday after the employee notifies the Agency.

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

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**ARTICLE 40  
SEVERANCE PAY**

**Section 1.** An employee who has been employed for a continuous period of at least twelve (12) months and who is involuntarily separated from employment for reasons other than misconduct, delinquency, or inefficiency and who is not eligible for an immediate annuity shall receive severance pay.

**Section 2.** Severance pay consists of -

- a. a basic severance allowance computed on the basis of 1 week's basic pay at the rate received immediately before separation for each year of civilian service up to and including 10 years for which severance pay has not been received under this or any other authority and 2 weeks' basic pay at that rate for each year of civilian service beyond 10 years for which severance pay has not been received under this or any other authority; and
- b. an age adjustment allowance computed on the basis of 10 percent of the total basic severance allowance for each year by which the age of the recipient exceeds 40 years at the time of separation.

Total severance pay under this section may not exceed 1 year's pay at the rate received immediately before separation.

If the employee dies before the end of the period covered by payments of severance pay, the payments of severance pay with respect to the employee shall be continued as if the employee were living and shall be paid on a pay period basis to the survivor of the employee.

**Section 3.** Upon separation, the Agency shall pay the employee severance pay at bi-weekly intervals in an amount equal to his/her basic salary. Employees who are eligible for severance payments will be offered the opportunity to elect payment in one or two lump sum payments, rather than on the bi-weekly basis.

**Section 4.** If an employee paid severance pay in a lump sum under this Article is re-employed by the Government of the United States or the Government of the District of Columbia, at such time that, had the employee been paid severance pay in regular pay periods, the payments of such pay would have been discontinued upon such re-employment, the employee shall repay to the FAA an amount equal to the amount of severance pay to which the employee was entitled under this Article that would not have been paid to the employee by reason of such re-employment.

MH 7/20/05  
TAC J. H. C.

**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 establish 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 dispatch a knowledgeable representative to the home of the deceased employee's primary beneficiary. When a personal briefing is not desired, the beneficiary shall be advised by other means, such as telephone, personal intermediary, or written correspondence. All benefits to which a deceased employee's beneficiary may be entitled shall be fully explained. 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 Agency shall provide a retirement planning program to be made available annually. All employees within seven (7) years of retirement eligibility may voluntarily participate; however, those employees within six (6) years of retirement shall be given the first opportunity to participate. The program shall include, but not be limited to, briefings, individual counseling, assistance, information and materials distribution. These employees shall be permitted to participate in one program in a duty status. Employees are not entitled to travel and per diem except as follows: Employees normally shall attend briefings within their commuting area. 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 Privately Owned Vehicle (POV) to attend the nearest briefing outside the commuting area. Nothing in this Section shall prohibit employees from participating in additional programs in a non-duty status, subject to space availability.

**Section 5.** 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) during the TSP Open Seasons, and upon any major change to TSP.

2003 CBA Carry Over

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B. J. H.

**Section 6.** Brochures and pamphlets associated with benefits programs shall be provided to the national and regional offices of the Union.

**Section 7.** The Agency shall ensure that the most recent version of retirement and benefits information, including the following brochures and forms are available to new employees for review, and are available for review upon request to all employees:

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

**Section 8.** If there is any change in retirement or benefits, or related laws or regulations, the 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 9.** 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 10.** 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 11.** The Parties recognize that applications for federal service retirements are subject to the rules, processing procedures and time limits established by the OPM. In order to minimize this processing time, employees may submit their application for retirement to the appropriate Regional 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 12.** 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.