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**ARTICLE 42
BIDDING PROCEDURES**

Section 1. Vacancy announcements will be posted on the FAA website weekly. Access to the FAA website shall be afforded to all bargaining unit employees (BUEs) through the computers provided for in Article 136. At a minimum, vacancy announcements shall include:

- a. Opening date
- b. Closing date
- c. Position
- d. Salary Range, including Locality Rate
- e. Duty Location(s)
- f. Whether PCS Expenses will be paid and at what amount
- g. Area of Consideration
- h. Duties
- i. Qualifications
- j. Rating Criteria
- k. Requirement for Security Clearance
- l. How to Apply
- m. Where to Submit Bids
- n. Contact Information

Section 2. All vacancy announcements for bargaining unit positions shall be open for a minimum of twenty-one (21) days before the closing date of the announcements.

- a. TMC positions may be bid in-house and open for a minimum of seven (7) days.
- b. Intra-facility details, for bargaining unit positions covered by this Agreement, of one (1) year or less may be advertised in-house for a minimum of seven (7) days.

Section 3. The Agency agrees to complete the rating and return the forms to the employee for a timely mailing, provided the employee has completed and submitted the necessary forms to their facility management at least five (5) administrative days prior to the closing date on the vacancy announcement.

Section 4. All bids shall be receipted for by the appropriate official and a copy of the receipt shall be promptly mailed to the employee.

Section 5. If the Agency decides to interview any qualified employee on the selection list, then all on the list who are qualified must be interviewed. If the selection list is shortened to a best qualified list through a comparative process, then the best qualified list shall be considered to be the selection list. If it is determined that interviews are required and telephone interviews are not utilized, travel expenses incidental to these interviews will be paid in accordance with the Agency's travel regulations and this Agreement.

Section 6. If as a result of a grievance being filed under this Article, the Agency agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, he/she will receive priority consideration, as defined in Article 100, for the next appropriate vacancy for which he/she is qualified. If the employee is selected for the vacancy, the priority consideration will be considered to be satisfied. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside

recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded.

Section 7. In the event two (2) or more employees receive priority consideration for the same vacancy, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 8. Approval of mutual transfers and release dates are at the discretion of the Agency. Employees who have a minimum of one (1) year as a certified controller at his/her facility may submit mutual transfer requests with equally qualified candidates at the same ATC facility level, higher or lower ATC facility level, but no more than two (2) ATC levels above the employee's current ATC facility level.

It is the employee's responsibility to locate an eligible employee agreeable to swap. Both employees must then notify their facility management, in writing, of their desire to swap with the following information:

- a. Name of the swapping employee;
- b. Facility of the swapping employee;
- c. Type and level of that facility;
- d. Requested release dates of the swap; and
- e. Employee's signature and date.

The Agency will then determine if the mutual transfer is approved. The Parties recognize that mutual transfers under this Article are solely in the best interest of the employees and therefore employees will not be entitled to receive any permanent change of station (PCS) funds.

Section 9. An employee may initiate a request for reassignment to bargaining unit positions outside of the announced vacancy process. Requests may be for all positions within or outside his/her service area and may involve a move from one geographic location to another. Considerations shall be given to such requests according to the needs of the Agency. The employee shall not normally be eligible to receive any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

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

- a. Cover letter stating: "Filed in accordance with Employee Requested Reassignment for _____ position at (name of facility)";
- b. FAA Form 3330-42, Request for Consideration and Acknowledgment;
- c. FAA Form 3330-43-1, Rating of Air Traffic Experience for AT Transfer Program;

- d. OF-612 or a resume; and
- e. Most recent performance appraisal.

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

Section 10. Within twenty-one (21) days of a request, the following information shall be made available to the employee:

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

Section 11. The Agency agrees to develop an automated transfer request program (ATRP) and once implemented, all the forms will be completed using an internet/intranet based application program. As the specifics of the ATRP have not been defined nor discussed the Union reserves the right to mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement.

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**ARTICLE 43
TEMPORARY PROMOTIONS**

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

Section 2. When competitive procedures are not used, the position will be placed on an intra-facility vacancy announcement soliciting volunteers. The announcement shall contain the qualifications established by the Agency, if any, and the length of the temporary promotion. The employee selected for the position shall be given an immediate temporary promotion as soon as the administrative requirements can be met and the necessary paperwork effected.

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

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

Section 5. All temporary promotions will be documented.

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ARTICLE 44
TEMPORARY ASSIGNMENTS AWAY FROM THE FACILITY

Section 1. Prior to temporary assignment away from the facility, volunteers shall be solicited. The most senior volunteer who meets the qualifications, as determined by the Agency, shall be selected. Qualifications include facility needs and the requirements of the temporary assignment. In the absence of volunteers the Agency shall make assignments on an equitable basis.

Section 2. Whenever possible, the Agency will provide at least thirty (30) days advance notification for duty assignments away from the facility. The Agency will adjust the schedule of the employee to avoid travel on the employee's days off. If the notification is less than thirty (30) days the Agency, if able, will honor the employee's request to change days off to avoid travel on their day off. If the Agency is not able to honor the request to change days off the employee will be compensated at the appropriate overtime rate.

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ARTICLE 45
TEMPORARILY DISQUALIFIED, RESTRICTED, OR INCAPACITATED
EMPLOYEES/ASSIGNMENTS

Section 1. The provisions of this Article apply to employees who are placed in a temporarily disqualified, restricted, or incapacitated status as defined in FAA Order 3930.3A.

Section 2. An employee who is temporarily medically or physically unable to perform the essential duties of his/her position may request to be assigned other facility duties. This includes an employee who is temporarily prohibited from performing active air traffic control duties because of medication restricted by the Agency. Employees who are unable to perform the full range of their duties for the positions they are certified on because of a condition under Section 1 may be eligible to perform other operational duties in accordance with applicable rules and regulations and medical determinations. The Agency shall make every reasonable effort to grant such temporary assignments based on needed work and available staffing. The employee recognizes that his/her acceptance of such assignment may require that his/her schedule be amended to align with the days/times that such duties may be available.

Section 3. Employees requesting assignment under this Article may be offered part-time or intermittent hours in accordance with this Agreement, provided their medical condition does not inhibit their ability to perform available duties. Assignment of such work does not entitle the employee to any work hour guarantees, however employees will be notified in advance if work assignments will be less than entire shifts.

Section 4. If duties in the employee's facility are not available, the Agency may offer assignment of work at other air traffic facilities within the commuting area for which he/she is otherwise qualified based on needed work.

Section 5. Employees assigned duties under the provision of this Article shall continue to be considered as bargaining unit employees and shall be entitled to all provisions of this Agreement and those provided by law and regulation. Such employees will continue to be considered for promotional opportunities for which they are otherwise qualified.

Section 6. When work is not available under this Article, sick leave shall be taken. If the employee's sick leave balance is insufficient to cover the absence, he/she has the option to substitute accrued compensatory time, annual leave or credit hours. An employee may request leave without pay, which shall not be denied solely on the basis of the employee having compensatory time, annual leave or credit hour balances.

ARTICLE 46
REALIGNMENT OF WORK FORCE

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Section 1. The Agency shall notify the Union at the National level as soon as possible, but not less than nine (9) months, in advance of a facility closure, consolidation/deconsolidation, collocation or inter-facility reorganization requiring reassignment of employees.

Section 2. The Agency shall notify the Union at the local level, as soon as possible, when it has been determined that areas of specialization will be realigned, established, or when imbalances exist within a facility which require retraining of individuals to solve the imbalance. The Agency shall designate the areas from which volunteers will be sought and the numbers of employees to be selected from each area.

Section 3. The Agency shall notify the Union at the local level, as soon as possible, when it has been determined that crew imbalances exist. Volunteers shall be solicited from all qualified employees. If after an initial reassignment has been completed, another imbalance was created that requires further action, the Agency shall designate the teams/crews from which volunteers will be sought and the number of employees to be selected from each team.

Section 4. In exercising and complying with Section 2 or 3, each vacancy shall be filled by the reassignment of the most senior qualified volunteer. Reassignment of volunteers shall be accomplished as soon as possible. If there are no volunteers, inverse seniority shall apply from among the qualified employees and such reassignment(s) shall be completed at a date agreeable to the Parties, however no later than forty-five (45) days following the date notice was given unless mutually agreed to by the Parties.

Section 5. In the event that an administrative/directed reassignment becomes necessary as a result of one of the actions stated in this Article, the Agency shall expedite existing selections awaiting release to/from affected facility(s) prior to making a decision as to the number of employees to be affected as well as the locations involved. Should it be determined that there are still employees subject to directed reassignments, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Employees adversely affected by the conditions set forth in this Article and who meet the requirements of the FAA Travel Policy (FAATP) shall be entitled to receive permanent change of station (PCS) expenses in accordance with the FAATP and Article 58 of this Agreement.

Section 6. In the event that a reduction-in-force (RIF) becomes necessary as a result of one of the actions stated in this Article, the procedures outlined in Article 47 shall apply.

Section 7. As the specifics of collocations and deconsolidations referred to in Section 1 have not been discussed nor could have been contemplated, the Union reserves the right to

mid-term negotiations. Any negotiations shall be in accordance with Article 7 of this Agreement, with the exception of the notice period referenced in Section 1 of this Article.

Section 8. 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 47
REDUCTION-IN-FORCE (RIF)

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Section 1. The Agency shall take action(s) to avoid or minimize a Reduction-In-Force (RIF) including restricting recruitment, attrition, transfers, and by reassignment of qualified surplus employees to vacant positions where practicable.

Section 2. The Agency agrees to notify the Union when it is determined that a RIF action will be necessary within the unit. The Union will be notified as to the number of positions to be reduced and the vacant positions that Management has authorized for staffing. At this time, the Agency and the Union will negotiate the procedures that Management will follow in the implementation of the RIF. This notification shall be made at least ninety (90) days before implementation.

Section 3. In the event of a RIF, the affected employee and the Union representative will be provided access to master retention registers relative to his/her involvement, upon request.

Section 4. At the end of the RIF, the Union will be provided a list of all vacancies filled during the RIF.

Section 5. 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 48
TECHNOLOGICAL/PROCEDURAL CHANGES**

Section 1. The provisions of Article 7 of this Agreement shall govern negotiations between the Parties on the impact of changes arising from revisions to technology, procedural and/or airspace changes, as well as the effect of procedural and/or technological tests which impact employees.

Section 2. The Agency agrees to notify the Union at least sixty (60) days prior to the In-Service Decision (ISD) of the proposed implementation of technological changes affecting employees. Additionally, the Agency agrees to notify the Union at least sixty (60) days prior to the field operational evaluation utilized to support system development, the Operational Test and Evaluation (OT&E) and the Independent Operational Test and Evaluation (IOT&E). The notification shall contain at a minimum, proposed start and stop times and shall outline the reasons and intent of the test and/or evaluation.

Section 3. Upon request, the Agency agrees to provide the Union at the National level with copies of all reports, plans and procedures as supplied to the Agency and that are required to be produced by any selected contractor including all updates, revisions and/or modifications. The reports, plans and procedures as described in this section shall be provided to the Union as soon as they are given to the Agency.

Section 4. The Agency shall promptly notify the Union as to the formulation of any workgroup to which the Agency intends to assign bargaining unit employees. When bargaining unit employees are to be assigned, as members of a workgroup, the Agency shall advise the Union of the necessary qualifications. The Union shall be given the opportunity to submit a list of candidates for Agency consideration. Any bargaining unit employee assigned to any workgroup does not in any way speak on behalf of or otherwise represent the Union.

Workgroups, which involve bargaining unit employees may not discuss issues that affect personnel policies, practices and/or matters affecting working conditions of bargaining unit employees unless the Union is given notice of and opportunity to be present in accordance with Article 6, Section 3 of this Agreement.

Section 5. As the Parties have not discussed the specifics of any technological, procedural or airspace changes/tests, the Union reserves the right to mid-term negotiations, any negotiations shall be in accordance with Article 7 of this Agreement.

Section 6. Nothing in this Article shall be construed as a waiver of any Union or ~~Employer~~ Agency right.

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**ARTICLE 49
STUDIES OF EMPLOYEES AND THEIR WORKING CONDITIONS**

Section 1. Mass medical and/or psychological study participation by bargaining unit employees shall be on a voluntary basis. All individual medical and/or psychological information acquired by an outside study group and their associates shall be kept strictly confidential. This information shall not be disclosed to the Agency with identification of participating individuals. Publication of data resulting from a controller related study shall not identify individuals and shall be limited to group statistics. Employees shall not, as a condition of employment, be required to participate in any studies.

Section 2. Before entering into a study, the Union and the employees shall receive a document stipulating the conditions under which the study will be conducted and a statement of intent and practice by which data will be held in confidence. The Agency shall provide the Union a copy of the study.

Section 3. The Agency shall refrain from any efforts to relate data to any individual participant in such a study.

Section 4. Unless the Agency does not have control of the information, participating controllers or their designated Union representative shall be afforded an opportunity to review and comment, in advance, on any publication based on or derived from such controller studies.

Section 5. Any participation in studies shall not adversely affect any compensation, benefits or travel and per diem to which an employee is otherwise entitled.

Section 6. All examinations shall be conducted on the employee's duty time.

Section 7. The Union may designate a representative to observe the activities of any study group(s).

Section 8. The Agency shall not conduct any study that involves the time and motion measurement of employees or their job performance, without notifying the Union.

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**ARTICLE 50
SURVEYS AND QUESTIONNAIRES**

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

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

Section 3. The Union shall be provided with the geographical/organizational distribution of surveys which are distributed on a random sample basis.

Section 4. When possible, the Union shall be afforded an opportunity to review and comment in advance on any publication based on or derived from survey results.

Section 5. If feasible, the Union shall be provided a copy of survey results at the same time they are distributed to the corresponding level of the Agency.

Section 6. Participation in surveys shall be voluntary. To assure the anonymity of survey comments, employees shall have reasonable access to a computer.

Section 7. The Union representative shall participate in all debriefing and action planning sessions involving employees including, but not limited to, the Survey Feedback Action (SFA).

ARTICLE 51
FACILITY EVALUATIONS, AUDITS, AND ASSESSMENTS

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Section 1. A Union representative is entitled to attend formal discussions conducted with bargaining unit employees during the evaluation, audit, or assessment which meets the criteria of 5 USC 7114 (a)(2)(A) as referenced in Article 6.

Section 2. When an internal facility evaluation is conducted at an air traffic facility, the Union's Principal Facility Representative or his/her designee shall be allowed to serve on the evaluation team in an official duty status.

Section 3. Only bargaining unit employees acting in the capacity of a team member may be identified on any report or data contained in the Facility Safety Assessment System (FSAS) database.

Section 4. The principal Facility Representative shall be provided a copy upon completion of any evaluation, audit, or assessment conducted at his/her facility. Additionally, the principal Facility Representative shall be provided read-only access to the FSAS.

Section 5. The Union at the national level shall be placed on the stakeholder distribution list for all safety issues promulgated by the Critical Safety Initiatives Office.

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ARTICLE 53
OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Agency shall abide by 29 CFR 1910, 29 CFR 1926, 29 CFR 1960, FAA Order 3900.19, P.L. 91-596, and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.

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

Section 3. The following procedures shall apply to the OSHECCOM or a safety committee in accordance with Executive Order 12196:

- a. National OSHECCOM: The committee will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative.
- b. Regional OSHECCOM: The committees will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative per region.
- c. Local OSHECCOM: The committees will meet as frequently as required by the OSHECCOM Charter. The Union shall be entitled to designate one (1) representative. The committee shall review the progress in occupational safety and health at the facility and determine which areas should receive increased emphasis. Consistent with the provisions of the Privacy Act, each member of the committee shall have access to all on-the-job accident and illness reports and all employee reports of unsafe or unhealthful working conditions filed in the facility. The committee shall forward recommendations to the facility manager for action on matters concerning occupational safety, health, lighting and air quality. The facility manager shall, within a reasonable period of time, but not to exceed thirty (30) days, advise the committee that the recommended action has been taken, or provide reasons, in writing, why the action has not been taken. If the recommended actions are beyond the authority of the Air Traffic Manager, he/she shall forward the committee recommendations to the appropriate authority for action as soon as practicable.
- d. Union representative(s) shall be on duty time, if otherwise in a duty status, and entitled to travel and per diem when participating in meetings and training required by the OSHECCOM. If requested by the representative(s), and if facility needs permit, the Agency shall change his/her days off to allow participation in a duty status.

Section 4. Union-designated Occupational Safety and Health Committee members receive training in accordance with 29 CFR 1960.58 and 1960.59(b). Safety and health training provided to bargaining unit employees will be in accordance with 29 CFR 1960.59(a).

Section 5. The Agency shall supply and replenish first aid kits which shall include, at a minimum: blood-borne pathogen clean up kits, remedies for gastrointestinal relief, alcohol swabs, acetaminophen, aspirin, ibuprofen, gauze pads and band-aids. These kits shall be readily accessible to bargaining unit employees at all hours of facility operation.

Section 6. Each facility shall periodically review fire evacuation procedures with all personnel. Training in the operation of fire extinguishers and other related equipment will be provided to personnel at each facility in accordance with FAA Order 3900.19 and the fire evacuation procedures at that facility. Facility fire evacuation plans shall be conspicuously displayed and reviewed with every employee once a year. Assistance from local fire departments may be utilized in developing evacuation plans and conducting the training required under this Section.

Section 7. Agency established first aid and CPR training course(s) for bargaining unit employees who volunteer for such training will be administered locally. The number of volunteers to be trained under this Section should be at least one (1) per crew, but in no case less than one (1) per facility. This course may be given by any local agency which is accredited by the Red Cross or other accredited authority. Provided funds are available, this training may be provided to additional bargaining unit employees at each facility. All training shall be conducted on duty time.

Section 8. In the event of construction or remodeling within a facility, the Agency shall insure that proper safeguards are maintained to prevent injury to bargaining unit employees.

Section 9. If the Agency initiates or permits the use or storage of chemicals, pesticides or herbicides at any facility, Material Safety Data Sheets (MSDS) for each chemical, pesticide or herbicide shall be provided to the union prior to use/storage. Any pregnant/nursing employees or personnel with medical conditions which could be aggravated by the use of the chemicals, pesticides or herbicides shall be reasonably accommodated in a manner so as to prevent exposure. All chemicals, pesticides and herbicides shall be used in accordance with applicable law and the manufacturer's guidelines and precautions.

Section 10. The Agency shall insure that claims for personal injury are processed in a timely manner in accordance with Article 75.

Section 11. The Agency shall test for evidence of drinking water contamination (by Radon or other contaminants exceeding EPA water quality standards) at each air traffic facility, at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Agency will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all bargaining unit employees until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.

Section 12. Indoor air quality concerns identified by the local Occupational Safety and Health Committee shall be investigated using the advisory standards of the American Society for

Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the local Union as soon as they are available.

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ARTICLE 54
WELLNESS CENTERS AND PHYSICAL FITNESS PROGRAMS

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

Section 2. By mutual agreement, the Parties may form a Wellness Committee at the local level. The committee should be formed so as to fairly represent all facility employees. The Union, at its election, may designate a representative to serve as a member of the committee.

**ARTICLE 55
HUMAN FACTORS**

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Section 1. To meet the Agency's stated goal of reducing and/or eliminating operational errors within the National Airspace System (NAS), the Parties agree that errors resulting from human factors can be mitigated. The continuous operation of the NAS and the associated impact on the employees who work within that system serve to reinforce the importance of human factors considerations in the operation of the Agency's facilities.

Section 2. The Civil Aerospace Medical Institute (CAMI) may collect any and all data regarding human factors/causal factors associated with operational errors. All participation shall be voluntary and no individual names will be recorded in the database. Participants will be those directly involved with, or associated with, operational errors at the participating facilities. Interviews shall be conducted in a secure, confidential, closed-door setting so that employees feel comfortable.

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ARTICLE 56
EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

Section 2. It is agreed between the Parties that there shall be no discrimination against any employee on account of physical handicap, age, sex, race, religion, color, national origin or sexual orientation.

Section 3. It is agreed between the Parties that the Pregnancy Discrimination Act of 1978 amended Title VII of the Civil Rights Act of 1964. The terms 'because of sex' or 'on the basis of sex' include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes.

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

Section 4. Facility Representatives and Regional Vice Presidents shall be provided a current list of regional EEO counselors and information on the EEO complaint system and counselor duties. The Agency shall post the names, addresses and telephone numbers of all EEO Counselors in a location at each FAA facility in an area frequented by bargaining unit employees.

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

Section 6. The Parties jointly support the tenets of the Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 ("No FEAR Act").

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ARTICLE 57
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employee Assistance Program is designed to promote the well-being of employees and their family members through counseling and referral for assisting those employees whose personal problems may serve as barriers to satisfactory job performance. The program provides assistance to employees and their family/household members in areas including, but not limited to: family problems (such as marital, parenting, in-law, elder care, and death); stress management; problems with alcohol and other drugs; health concerns such as serious medical conditions or mental illness; and other areas that could adversely impact an employee's job performance.

Section 2. Participation in the Employee Assistance Program shall be voluntary.

Section 3. The Parties agree to continue the EAP committee at the national level. The committee shall meet annually at a time and place determined by the Agency to discuss, exchange views, and make recommendations on EAP matters as they concern bargaining unit employees. The Union may designate three (3) members to the national EAP committee. During periods of participation the members of the committee shall be on duty time, and receive travel and per diem expenses if in a travel status. The national EAP contractor shall meet with the national EAP committee at least once annually and more often as necessary.

Section 4. At least once annually, the EAP contractor shall provide information on the EAP program to each employee. This information may be in the form of brochures and/or wallet-size cards. Additional EAP promotional materials, including posters and brochures may be made available at each facility.

Section 5. In cases where an employee consults an EAP counselor for a problem unrelated to substance abuse and disagrees with any resulting diagnosis, the following shall apply:

- a. the employee may advise the flight surgeon within seventy-two (72) hours of the employee's intent to seek a second diagnosis;
- b. the employee may consult a medical professional of the employee's choosing to obtain a diagnosis;
- c. the employee may submit the second diagnosis to the flight surgeon within thirty (30) days of the notice provided under Subsection a;
- d. the flight surgeon will review any diagnosis submitted by the employee under Subsection c prior to deciding whether rehabilitation is necessary.

Section 6. It is understood that individuals associated with the EAP contractor do not make any evaluations regarding an employee's fitness for duty. However, under certain

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circumstances the EAP manager may contact the flight surgeon regarding the situation of the employee.

**ARTICLE 58
MOVING EXPENSES**

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Section 1. Unless otherwise specified in this Agreement, reimbursement for moving expenses shall be in accordance with the Federal Aviation Travel Policy (FAATP).

Section 2. Official Station is the building or air traffic facility to which the employee is permanently assigned. Employees transferring from one official station to another for permanent duty are authorized reimbursement of moving expenses and temporary quarter's subsistence only when the following conditions are met:

- a. the transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at the employee's request;
- b. official stations are separated by at least fifty (50) miles;
- c. the commuting distance between the old residence and the new official station is fifty (50) miles greater than the distance to the old official station; and
- d. The commuting distance from the new residence to the new official station is less than the commuting distance from the old residence to the new official station.

Section 3. Employees who do not meet the requirements in Section 2 are authorized reimbursement of moving expenses for involuntary moves resulting from facility relocation, closure, co-location, consolidation, or directed reassignment, when the following conditions are met:

- a. official stations are separated by at least ten (10) miles; and
- b. The Agency has determined that the relocation was incident to the change of official station, in accordance with the FAATP.

Employees who are authorized for reimbursement under this Section are not eligible for reimbursement of house-hunting trips, temporary quarters or storage of household goods.

Section 4. House-hunting trips, not to exceed ten (10) calendar days, shall be authorized when the following conditions exist:

- a. The employee is authorized relocation benefits for a PCS in accordance with the FAATP and this Agreement;
- b. Both the old and new official stations are located within a non-foreign area;
- c. The employee is not assigned to government or other pre arranged housing at the new official station; and
- d. The old and new official stations are seventy five (75) or more miles apart (as measured by map distance) via a usually traveled surface route.

Reimbursement for expenses in connection with house-hunting trips shall be authorized in accordance with the FAATP.

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Section 5. Employees will be reimbursed for temporary quarters subsistence expenses (TQSE) subsistence costs while occupying temporary quarters for a period of up to sixty (60) days. Approval must be given in advance and the employee must be on an official Travel Authorization. Such reimbursement applies to moves within the United States, its territories and possessions, and the Commonwealth of Puerto Rico.

- a. Any time expended in a house-hunting trip is included in the initial sixty (60) day period.
- b. Temporary quarter's authorizations may be extended in accordance with the FAATP.
- c. For employees authorized the fixed rate method of reimbursement, subsistence costs will be reimbursed for no more than thirty (30) days. This time period is not reduced if the Agency authorizes a house-hunting trip.

Section 6. The Agency may authorize the use of a relocation service when the new and old official stations are at least fifty (50) miles apart and the relocation meets the requirements of the FAATP.

Section 7. Any cap on property value, which may apply to reimbursement of authorized sale or purchase of real estate, shall be in accordance the FAATP.

Section 8. Employees may choose to receive reimbursement for a property management services fee on an employee's residence in lieu of reimbursement for real estate expenses associated with the sale of a residence at the old duty station in accordance with the FAATP. Employees who elect to use the property management services, and are not reimbursed for real estate expenses associated with the purchase of a residence at the new duty station in accordance with the FAATP, shall receive an incentive payment equal to five thousand five hundred forty five (\$5,545.00) dollars, less applicable taxes.

Section 9. When reimbursement of moving expenses and use of the relocation services contract are authorized and the residence has been entered into the home sale program, employees are eligible to receive an incentive payment if they bring a buyer to the table which results in an amended sale, in accordance with the FAATP.

Section 10. When reimbursement of travel expenses is authorized, employees shall receive a miscellaneous expense allowance equal to one (1) week's basic salary, including locality pay of the new official station, at the GS-13, step 1 level. No receipts will be required to substantiate expenses incurred under this Section.

Section 11. Reimbursement for the cost of shipping a privately-owned vehicle (POV) within the CONUS shall be authorized when the distance between the old and the new duty stations exceeds one thousand five hundred (1,500) miles and it is determined to be advantageous and cost effective to pay the cost of shipping the employee POV compared to the costs associated with driving the POV to the new duty station in accordance with the FAATP. The employee is authorized the use of a rental car while waiting for the arrival of his/her POV, for which shipment was authorized, and shall be entitled to reimbursement for a period up to two (2) weeks.

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Section 12. The Agency shall pay the shipping cost of replacement vehicles to the post of duty outside the continental United States if the requirements of the FAATP are met.

Section 13. All reimbursable PCS travel, including that of the immediate family, and transportation, including that for the shipment of household goods shall begin within eighteen (18) months of the effective date of the employee's transfer. The eighteen (18) months time limitation shall be extended for an additional period of time not to exceed six (6) months by the authorizing official where there is a demonstrated need due to circumstances which have occurred during the initial eighteen (18) months and have been determined to be beyond the employee's control. Employees must submit a written request for waiver to the authorizing official as soon as the need for an extension is determined but before the expiration of the eighteen (18) month time limitation. The maximum time for beginning travel and transportation shall not exceed twenty-four (24) months from the effective date of the transfer under any circumstances.

Section 14. The Agency shall make available to an employee who is changing stations all pertinent directives in connection with moving expenses and shall assist the employee in obtaining answers to any questions he/she may have regarding his/her change of station and assist in completing all required forms.

Section 15. When alternatives are available under law and regulation for transporting household goods, vehicles, dependents, etc., the Agency shall explain the alternatives to the employee and allow the employee to choose the permissible alternatives which most meet his/her personal needs.

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

Section 16. Any relocation allowance offered will be specified on vacancy announcements. The Agency may offer a full PCS (which may or may not include relocation services), or a fixed relocation payment in the amount of up to \$27,000.00 in accordance with the FAATP. In the case of an involuntary move the employee may elect a full PCS or a fixed relocation payment in the amount of \$27,000.00.

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

Section 18. An employee who is authorized reimbursement via the fixed relocation payment shall not be required, by the Agency, to itemize individual expenses or repay any amount, which is in excess of actual expenses.

Section 19. An employee who is authorized reimbursement via the fixed relocation payment described in Section 16 shall receive his/her payment no later than thirty (30) days prior to the date of transfer.

Section 20. Transferred employees who receive a paid PCS relocation move shall not be entitled to another paid PCS move until twelve (12) months after becoming facility certified. However, this Section shall not apply in cases of involuntary moves as defined in Section 3 of this Article.



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ARTICLE 59
RETURN RIGHTS

Section 1. To the extent that the Agency has a need for and maintains an administrative return rights program, the program shall be administered in accordance with applicable directives and the terms of this Agreement. If any changes to the program are proposed, the Agency will provide the Union ninety (90) days notice and opportunity to negotiate the changes with the Union. Employees on overseas tours are entitled for the remainder of their current tour to the protection of the regulations under which they accepted the overseas assignment.

Section 2. To maintain administrative return rights, the employee shall execute an employment agreement for each tour of duty. If an employee serves only one (1) tour, his/her tour should total thirty-six (36) months. Any subsequent tour may be reduced to twenty-two (22) months; however, the final tour should be twenty-four (24) months. The length of a tour of duty may be reduced if it is deemed to be in the best interest of the Agency; consideration will be given to the needs of the overseas organization, the needs of the parent organization and personal desires/circumstances of the employee. Employees shall be advised of the length of the initial tour when applications are solicited.

Section 3. The Agency shall provide the rights and benefits provided by applicable laws to all eligible employees on employment agreements under this Article.

Section 4. Unless operational requirements do not permit, an employee who enters into a new employment agreement shall be granted up to twelve (12) months following expiration of his/her preceding employment agreement to exercise his/her home leave and/or rights and benefits. Home leave will not be applied toward the time an employee is required to serve on his/her tour of duty.

Section 5. Employees, who accept assignment outside the continental United States, and after completing a tour of duty, are allowed expenses for travel and transportation from post of duty to place of actual residence at time of appointment for transfer and return overseas, for the purpose of taking leave between tours of duty overseas. The employee must enter into a new written agreement before departure from his/her post of duty that he/she will serve for another period of service at the same or another post of duty outside the continental United States.

This provision is also applicable to employees serving tours of duty in Alaska and Hawaii, but only under the following conditions. Employees who transferred to Alaska or Hawaii on or before September 8, 1982, will continue to be eligible to receive allowances for travel and transportation expenses for tour renewal travel to the maximum extent permissible under government-wide regulations. However, those who have transferred or are transferring to Alaska or Hawaii after September 8, 1982, are restricted. (Leave under this provision is not the same as "home leave" for which employees in Alaska and Hawaii are not entitled to in any event.)

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Section 6. Employees exercising return rights shall be given a list of all existing terminal and/or center bargaining unit vacancies which are to be filled and for which he/she is qualified. He/she must make a selection from the list supplied. This shall be the position to which he/she is returned.

Section 7. Waiver of employment agreements shall not be required for an early return of ninety (90) days or less, when an employee has been selected for another position.

Section 8. Unless operational requirements do not permit, tour extensions not to exceed an aggregate period of nine (9) months may be granted by the overseas organization to an employee after coordination with the parent organization.

Section 9. An employee completing a tour of duty outside the continental United States shall notify the Agency not prior to one hundred eighty (180) calendar days nor less than one hundred fifty (150) calendar days before that tour expires that he/she shall or shall not return.

Section 10. The Agency shall advise the employee of his/her specific assignment in the continental United States at least ninety (90) calendar days in advance of the expiration date of his/her current tour.

Section 11. The Agency shall contact the employee prior to determining the release date. Careful consideration will be given to the employee's personal needs in determining a release date under this program.

ARTICLE 60
FACILITY OF PREFERENCE

Section 1. Any employee who has completed ten (10) years in the bargaining unit with a minimum of eight (8) years fully certified at his/her current facility shall be considered to have achieved priority bid status for ingrade/downgrade bargaining unit vacancies/positions. The Parties recognize that selections under this Article are primarily in the best interest of the employee and therefore employees shall not be eligible to receive any permanent change of station (PCS) benefits.

Section 2. Eligible employees shall be given priority consideration within the same bargaining unit for any ingrade/downgrade bargaining unit vacancy at any of those facilities for which he/she is qualified. Release dates are subject to the staffing requirements of his/her current facility as well as the needs of the target facility. Every reasonable effort shall be made to provide a release date within six (6) months of selection. If a six (6) month release date is not practicable, the Agency shall propose a fixed date that the employee may accept or decline.

Section 3. Applications shall be filed in accordance with Article 42 Section 9 of this Agreement and shall include a cover letter stating: "Filed in accordance with Article 60, NATCA/FAA Agreement for a position at (specify facility identifier)." In addition, the employee shall forward a copy of the application to each facility to which the applicant desires consideration under this Article.

Section 4. Upon request, if a priority consideration candidate is not placed in the vacancy, the Agency shall prepare a written narrative statement listing all reasons for non-placement. The Agency shall submit such written narrative to the employee within twenty-one (21) days of such request.

Section 5. Employee requests under this Article shall remain active for fifteen (15) months. If no selection has been made within that period, the employee may reapply.

Section 6. Nothing in this Article shall be interpreted as affecting Management's right to fill vacancies from any appropriate source.

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.

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**ARTICLE 62
AVIATION SAFETY REPORTING SYSTEM**

Section 1. The Agency, in conjunction with NASA, has established a program for improving safety through the free, unrestricted flow of information from the users of the National Airspace System (NAS). Based on the information obtained from this program, the Agency takes corrective action as necessary to remedy defects or deficiencies in the NAS. These reports may also provide data for improving the current system and planning for a future system. The cooperative safety reporting program invites pilots, controllers, flight attendants, maintenance personnel, and other users of the NAS, or any other person to report to NASA actual or potential discrepancies and deficiencies involving the safety of aviation operations.

Section 2. Should the Agency change its practice/policy with regard to the FAA/NASA Aviation Safety Reporting System (ASRS), the Union reserves the right to mid-term negotiations.

ARTICLE 63
NATIONAL TRANSPORTATION SAFETY BOARD (NTSB)
UNION REPRESENTATIVES

Section 1. The Parties recognize that the right of Union representatives to participate in NTSB investigations is at the complete discretion of NTSB. Should NTSB allow Union representatives to participate, the following procedures shall apply to no more than nine (9) such representatives to be named by the Union.

Section 2. The Union Regional Vice President or his/her designee shall be placed on the respective regional office call list for notification of an accident or incident in the region involving fatalities or injuries in which air traffic control services were being provided.

Section 3. The NATCA NTSB representatives referenced in Section 1 requesting formal training provided by the NTSB shall request annual leave, compensatory time, LWOP, or credit hours for such purposes.

Section 4. Unless staffing and workload do not permit, the Agency shall grant annual leave, compensatory time, or accrued credit hours for a Union representative from the involved facility or facilities to attend NTSB hearings. Annual leave, compensatory time, LWOP, or credit hours under this Section take priority over other leave requests.

Section 5. If authorized by the NTSB, nothing in this Article shall preclude the Union from sending more than one (1) representative to a major accident investigation or from sending more than one (1) representative from a region other than that in which the accident occurred.

Section 6. Official time, travel, and per diem are not authorized under this Article.

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ARTICLE 64
OPERATIONAL ERROR/DEVIATION INVESTIGATION,
REPORTING AND REVIEW BOARD

Section 1. Operational error/deviation investigation, reporting and review board will be administered in accordance with FAA Order 7210.56.

Section 2. In order to maintain an effective Air Traffic System, it is imperative that we identify all deficiencies within our system and take appropriate corrective actions necessary to fix any associated problems. Operational errors and deviations are reported for just that reason, so those problems (either systemic or individual) can be corrected to enhance system integrity. The identification of operational errors and deviations without fear of reprisal is an absolute requirement and is the responsibility of all of us who work within our system. Accordingly, it remains Air Traffic Policy that any employee who is aware of any occurrence that may be an operational error, deviation, or air traffic incident, immediately report the occurrence to any available supervisor, controller-in-charge (CIC) or management official.

Section 3. When it is known or suspected that an employee has been involved in an operational error/deviation, the employee shall be relieved from all operational duties as promptly as operational and staffing conditions permit. This action is intended to allow employees an opportunity to review the voice recordings and prepare draft statements while the circumstances are fresh in their minds. The relief of an employee from operational duty also provides the employee the opportunity to participate in the preliminary investigation.

Section 4. If the Agency determines that an operational error/deviation (OE/OD) may have occurred and any unit employee is to be interviewed by the Investigator-In-Charge (IIC) or any agent of the Agency, the Union representative or his/her designee may be present if the employee so requests. In the event of any operational error/deviation, the principal Union Representative or his/her designee shall be notified promptly.

Section 5. Initial Evaluation - Employees shall verbally provide the preliminary information, of which they have knowledge, when requested by the supervisor, controller-in-charge (CIC) or management official to make an initial determination as to whether an investigation is warranted. This phase is meant only to determine the need of an investigation and is not investigatory. Therefore, Union representation is not required at this time.

Section 6. Interim Written Statement - Employees are required to make an interim written statement as soon as possible after an operational error/deviation. The employee shall be permitted to listen to relevant tape recordings available within the facility prior to making this statement. Union representation of the employee, at the election of the employee, shall be granted at this and later phases of the investigatory process.

Section 7. Final Written Statement - Employees and their representatives shall be permitted to review any data utilized in the related investigation by the Agency or, if convened, the review board, prior to making a final written statement. An employee may elect to use the interim written statement for this purpose. The final written statement shall supercede any previous oral or written statements.

Section 8. The employee and his/her Union representative, if the employee so elects, shall be permitted to review relevant recordings available within the facility before being interviewed by the IIC or any agent of the Agency.

Section 9. The determination that an employee has been identified as the primary cause of the operational error ("Controller A") shall be in accordance with FAA Order 7210.56. When an employee is involved in an operational error/deviation, a determination to decertify the employee must be in accordance with FAA Order 7210.56.

Section 10. The employee and the principal Union Representative shall be given an entire copy of the facility investigation report when such a report is required by FAA Order 7210.56 concurrently with its submission to the facility manager. If the employee or his/her Union representative do not feel the findings of the facility investigation are correct, they may submit their comments, in writing, to the facility manager within five (5) days of receipt. The facility manager shall consider these comments in his/her deliberations and shall append them to the facility final report.

Section 11. At the request of both the employee and the Union, or the IIC, an operational error/deviation review board may be convened by the Air Traffic Manager. If the request is denied by the Air Traffic Manager, the requesting Party(s) will be advised of the reason(s) in writing. The purpose of the board shall be to provide an effective method for investigating and analyzing causal factors so that deficiencies in human, procedural and equipment elements of the air traffic system can be identified and corrected.

Section 12. The operational error/deviation review board shall consist of equal representation by bargaining unit employees and the Agency, including a chairman who shall be the IIC. Bargaining unit participants will be designated by the Union. The board shall prepare a facility review board report. The facility manager shall append the facility review board report to the facility final report. Any dissenting opinions shall be attached to the report.

Section 13. An employee, with his/her requested Union representative, shall be permitted to review all data available to the board prior to appearing before the board.

Section 14. Employees, Union representatives and/or their designee(s) shall be on duty time during the review board proceedings. Union representatives will be on official time for all other purposes of this Article if otherwise in a duty status.

Section 15. The employee and the principal Union representative shall be given an entire copy of the review board report concurrently with its submission to the facility manager.

If the employee or the Union representative does not feel the findings of the review board are correct, they may submit their comments, in writing to the facility manager within five (5) days of receipt. The facility manager shall consider these comments in his/her deliberations prior to making a final decision and shall append them to the review board report. If the Agency does not concur with the findings of the OE/OD board, the reasons for non-concurrence will be submitted to the Union representative and employee in writing.

Section 16. Unless expressly contained in this Agreement, any proposed changes to FAA Order 7210.56 or any other law, rule, regulation, or any order dealing with operational error/deviation investigation, are subject to negotiations in accordance with Article 7 of this Agreement.

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**ARTICLE 65
CONTROLLER/EMPLOYEE PERFORMANCE**

Section 1. The Parties recognize that the employees are accountable for ensuring that their performance conforms with established standards. However, in the event of a difference in professional opinion between the employee and the Agency, the employee shall comply with the instructions of the Agency and the Agency shall assume responsibility for their own decisions.

Section 2. If a journeyman controller/employee is relieved from his/her position of operation by the Agency because of alleged unacceptable performance of duty, the controller/employee, if he/she requests, shall be given a written explanation of the reason for such action by the Agency within twenty-four (24) hours. The written explanation is not to be construed as constituting a notice of proposed adverse action.

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ARTICLE 66
MEDICAL QUALIFICATIONS

Section 1. The Agency agrees that waivers (special considerations) to the medical certificate shall be granted on purely medical determinations, and shall indicate the employee is medically qualified to perform air traffic control duties. Any limitations provided for by the waiver shall be communicated to the employee in writing. If no such limitations are imposed, this information will also be communicated to the employee in writing.

Section 2. Medical clearance examinations shall be conducted by an Agency medical officer or a certified Aviation Medical Examiner (AME). If there is not a medical officer located in the vicinity, then the Agency shall provide the employee with a list of AMEs within a reasonable traveling distance.

Section 3. National medical standards and associated tests shall be established in accordance with OPM regulations and shall be applied uniformly nationwide.

Section 4. All medical examinations required by the Agency shall be scheduled on duty time. Employees shall be reimbursed for mileage and parking fees.

Section 5. Whenever an employee spends more than eight (8) hours in an official duty status on a day during which he/she submits to a medical examination, evaluation or review, the employee is entitled to overtime benefits for all time spent beyond the eight (8) hours. The increment of payment shall be one (1) minute.

Section 6. The Flight Surgeon will decide if the employee does or does not meet the standards.

- a. If the Flight Surgeon believes, that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the employee meets the standards, such evaluations or reports will be authorized and, if there is any cost involved, paid by the Agency.
- b. If an employee does not meet the retention standards, the employee may submit further medical evaluations or reports to the Flight Surgeon in order to obtain initial or special consideration. All transportation and expenses will be borne by the employee.
- c. If an employee does not meet the standard, either temporarily or permanently, the medical examiner will outline for the employee, in writing, which of the medical standards have not been met.
- d. In cases where the Flight Surgeon authorizes additional evaluations, employees may submit names of physicians or medical specialists to be considered to conduct the evaluation under this Section. Reimbursement shall not be made unless the services are authorized by the Regional Flight Surgeon.
- e. The Regional Flight Surgeon shall consider all available medical information before issuing a permanent disqualification.

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Section 7. All correspondence between the Flight Surgeon and the employee is confidential between those individuals only. While facility management may be used as a conduit for the passage of such information, it shall be transmitted back and forth in sealed envelopes to be opened by the employee or Flight Surgeon only, as appropriate.

Section 8. In the event an employee is permanently medically disqualified, he/she shall have the opportunity to appeal such decision to the Federal Air Surgeon, FAA Headquarters, Washington, DC. Pending the outcome of the decision by the Federal Air Surgeon, the Agency shall make every reasonable effort to accommodate the employee in accordance with Article 45 of this Agreement. For the purposes of this provision, the employee shall continue to be considered a member of the bargaining unit. In the event of a negative determination, the employee shall have the option to apply for a disability retirement or request to be reassigned to a position for which he/she is qualified, or be accommodated in accordance with the Rehabilitation Act of 1973, as amended, and this Agreement.

Section 9. Employees must assume the expense of any self-initiated examinations to support review actions. The Flight Surgeon normally will not determine that an employee meets or does not meet medical retention standards solely on the basis of the information provided by the employee's own physician.

Section 10. Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration of the Regional Flight Surgeon. It is the employee's responsibility to report for medical exams scheduled by the Agency. If the employee's medical certificate expires due to the Agency's failure to schedule the employee's required medical examination in a timely manner, the employee shall be assigned other duties not requiring a medical certificate until such time as a medical certificate is issued.

Section 11. Class II medical certificates are not required for the performance of air traffic control duties. Class II or III medical certificates may be issued to bargaining unit employees who need a Class II or III certificate as an airman but not an ATCS.

Section 12. The provisions of this Article shall be applied uniformly nationwide and to those bargaining unit employees who are required to maintain medical certificates.

Section 13. Employees may not perform ATC duties during any period of known physical deficiency, concurred with by the Regional Flight Surgeon, which would make them unable to meet their current medical certificate.

Section 14. At least once annually, the Agency shall provide medication guidelines including restricted medications to the Union at the national level. These guidelines are not a comprehensive or all-inclusive list of all medications that restrict employees from performing safety-related duties. Further guidelines on restricted medications may be found in FAA Order 7210.3.

Section 15. At least once annually, the Parties shall meet to discuss policies on medications and medical conditions that may result in temporary or permanent medical disqualification of employees. In order to make these meetings as productive as possible the Parties representatives should include qualified medical representatives.

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