

ARTICLE 108 – PAY

Section 1. The express terms of this Article apply to air traffic control specialists (ATCS), traffic management coordinators/specialists (TMC/TMS) and NOTAMS bargaining units.

Section 2. Definitions.

- A. Basic Pay is defined as employee's pay rate excluding applicable Locality Pay adjustment in effect.
- B. Base Pay is defined as the employee's pay rate including applicable Locality Pay adjustment in effect.
- C. The Traffic Count Index from the Air Traffic Control Complexity Formula for Terminal and En Route Pay Setting (Appendix A), is used to determine the ATC Facility Level.
- D. MSS Positions: The Agency has established Manager, Supervisor and Staff (MSS) levels for various categories of positions. These levels are referred to by an identifier of MSS-X.
- E. Unsuccessful Training: The inability to successfully conclude an air traffic control training program in either a terminal or en route facility in the Agency. There are three (3) scenarios applicable to unsuccessful training:
 - 1. Developmental: Initial certification attempt(s) at a terminal/en route facility(s) with the purpose of attaining Certified Professional Controller status.
 - 2. CPC re-certification: The attempt by a Certified Professional Controller at a terminal/en route facility to regain fully certified status due to a certification loss at his/her present facility. (e.g. medical disqualification, loss of currency, or performance).
 - 3. CPC certification: Subsequent certification by a Certified Professional Controller upon reporting to a new terminal/en route facility.
- F. Certified Professional Controller (CPC): This title applies exclusively to a civilian Air Traffic Control Specialist who is or has been facility certified in the terminal/en route air traffic control option in the Air Traffic Organization (ATO), and who is currently engaged exclusively in the separation and control of live air traffic in terminal/en route facilities in the ATO. Once facility certified in the terminal/en route option within the Agency, a controller retains the CPC title as long as he/she remains in or regains this ATC career status.

For TMC's and TMS's this title applies exclusively to air traffic control specialists who are facility certified and are involved in the traffic flow management of aircraft.

- G. Developmental Air Traffic Controller: An air traffic controller in training at a field facility who has never been facility certified in the terminal/en route option in an air traffic control facility in the Agency and therefore has never attained the Certified Professional Controller (CPC) career level.
- H. Transfer is defined as any movement of a CPC/TMC/TMS, or Developmental Air Traffic Controller to another CPC/TMC/TMS, MSS-1, or Developmental Controller position at the same, lower or higher ATC facility level. This includes bids, swaps and Employee Requested Reassignments. There are five kinds of transfers:
 - 1. Transfer to a higher level facility.
 - 2. Transfer to a lower level facility.
 - 3. Transfer to the same level facility.
 - 4. Either voluntary or involuntary transfer between CPC and MSS-1 position.

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

I. The ATC Facility Pay Level

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

Section 3. ATC Pay Rate and Differentials.

- A. Bargaining Unit Employees shall have their pay determined by the ATC Facility Level to which they are assigned. Field ATC facility levels range from ATC-4 through ATC-12. The Air Traffic Control System Command Center (ATCSCC) shall be equivalent to the highest ATC level facility in the NAS.
- B. COLA Pay/Post Differential: Eligible bargaining unit employees will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.
- C. Locality Pay: Eligible bargaining unit employees will continue to receive Locality Pay in addition to Basic pay and will have their Locality Pay adjusted

annually consistent with government wide changes (Title 5) coincidental with the January pay increase. Basic pay is used to calculate pay actions and then applicable Locality Pay is applied on the basic pay in effect.

- D. Premium Pay: Bargaining unit employees will receive all Premium Pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Post Differentials, operational currency, Controller-in-Charge, on-the-job training, meal breaks and any other premiums/differentials in accordance with applicable laws, regulations, and this Agreement. All premium pay and differentials will be earned as an additional percentage rate of the employee's hourly rate of Base pay.

Employees will earn Sunday premium pay at an additional rate of 25% of their hourly rate of Base pay for all hours actually worked on Sunday. Unless otherwise provided for in this Agreement, all employees will earn night differential at an additional rate of 10% of their hourly rate of Base pay for all hours actually worked between 6 p.m. and 6 a.m.

- E. Overtime Pay: Bargaining unit employees will receive Overtime Pay as defined in Article 38 of this Agreement.

Section 4. New Hire/New Entrant/Reentrant Pay Setting.

- A. A New Hire is an individual who has never been employed by the Agency as an Air Traffic Controller in the terminal/en route option in the ATO. A new hire who is required to attend the FAA Academy shall have basic pay set at the Academy Graduate (AG) pay band effective the day after their graduation from the FAA Academy. If a New Hire is not required to attend the FAA Academy, basic pay shall be set at the AG pay band upon the effective date of their appointment to their facility of record and receive further increases in accordance with Section 5.
- B. A New Entrant is a federal employee who has never been employed by the Agency as an Air Traffic Control Specialist in the terminal/en route option. A New Entrant, whether or not he/she is required to attend the FAA Academy, will retain their current Federal Pay up to the maximum of the Developmental 3 pay band (career level G) and receive further increases in accordance with section 5.
- C. For a Military or DOD Civilian controller with 52 consecutive weeks experience as a certified air traffic controller that completes training at the Academy (if required) and reports to their assigned facility, pay will be set at the minimum of the lowest developmental level pay band for the assigned ATC facility.

- D. When any employee meets more than one of the criteria in this Section the employee's pay will be initially set using the criteria that provides the employee with the highest pay.
- E. A Re-entrant into the Terminal/En Route Option:
1. CPC Re-entrant: An individual who is not currently employed as an Air Traffic Controller by the Agency but was previously a FPL/CPC Air Traffic Controller in the Agency terminal/en route option. The individuals covered by the provisions of this subsection will be considered a CPC at their assigned facility. All subsequent transfers, promotions and other types of employee movement shall be in accordance with applicable rules, regulations and this Agreement.
 - a. CPC re-entrant currently employed by the Federal Government will retain current basic pay so long as that rate of pay fits within the established CPC pay band for the facility to which assigned. If current basic pay is below the minimum of the CPC pay band, pay will be raised to the minimum of the CPC pay band. If the current basic pay exceeds the established CPC pay band for the ATC Facility Level, pay will be set at the top of the CPC pay band
 - b. CPC re-entrants not currently employed by the Federal Government
 - The starting salary for a CPC re-entrant will be set in the CPC pay band of the facility to which the employee is assigned, but in no case will it be higher than the rate of pay held prior to leaving the Bargaining Unit(s), except to raise the pay to the minimum of the CPC pay band. If former pay exceeds the top of the CPC pay band to which assigned, pay will be set at the top of the CPC pay band.
 2. Developmental Air Traffic Controller Re-entrant: An individual who is not currently employed as an Air Traffic Controller by the Agency, but was previously a developmental controller in the Agency, is not required to attend the FAA Academy and is placed directly into a terminal/en route facility.
 - For all developmental re-entrants that have been separated for more than one (1) year, the starting salary will be set at the Academy Graduate pay band.
 - Former developmental controllers that have been rehired within one (1) year after voluntarily leaving the Agency will have their pay set at the minimum of the equivalent developmental stage prior to leaving.

Section 5. Developmental Pay Setting.

All new hires, rehires or employees transferring after the effective date of this Agreement will transition through the applicable Developmental Pay Progression stages as established by the Agency. For pay setting purposes, employees will be paid the following percentages of the difference between the AG pay band minimum and the CPC pay band minimum as they successfully complete each stage: Developmental-1 (D1) shall be 25%, Developmental-2 (D2) shall be 50%, Developmental-3 (D3) shall be 75% and CPC shall be the CPC band minimum. Progression upward to the next developmental stage will be to the minimum of the next developmental pay band or a 6% increase to their basic pay, whichever is greater.

Section 6. Transfer Pay Setting

A. CPC Transfer:

- Once a controller has achieved CPC status in the first terminal/en route facility, that status is permanent. For a CPC, pay is set as follows:
- Upon transfer to a higher ATC Level Facility, basic pay is increased to the minimum of the new CPC pay band, or is increased by 6%, whichever is greater, for transfers to a higher level facility up to the level 10 facility. Employees transferring to level 11 or 12 facilities from a level 4 through 10 facility, basic pay is increased to the minimum of the new CPC pay band or is increased by 8%, whichever is greater, not to exceed the new band maximum.
- Transfers from an ATC -11 to an ATC -12, base pay is increased to the minimum of the new CPC pay band, or is increased by 6%, whichever is greater, not to exceed the new band maximum.
- One-half of the increase is paid upon initial transfer to the new facility; the other one-half is paid when fully certified in the new facility. If the employee's current basic pay is above the pay band maximum at the new facility the employee retains his/her pay with no additional increase to basic pay.
- Upon voluntary transfer to a lower ATC level facility, basic pay is set at the current basic pay if that rate falls within the new CPC pay band. If current basic pay is higher than the top of the new band, basic pay is set at the top of the CPC pay band.
- Upon involuntary transfer, through no fault of the employee, to a lower ATC Level facility, basic pay is unchanged and the employee shall be granted pay retention in accordance with this agreement.
- A CPC who transfers into a new facility is a CPC in training (CPC-IT).

- A CPC-IT who does not achieve facility certification in the new facility shall have their pay set as follows:
- A CPC-IT who is unsuccessful prior to becoming fully certified at the new facility will have their basic pay set as though the employee never left the facility where he/she was fully certified, effective on the reporting date to the new facility. When assigned to another ATC level facility, pay will then be set as described above for a CPC transfer.
- If the employee is placed in a lower level facility than where the employee was previously certified, basic pay will be set as though they never left their original facility; however, pay shall not exceed the top of the CPC pay band for the employee's new facility/area.

Note: Pay setting for mutual reassignment and hardship transfers are covered under the provisions of Section 6C of this Article.

A. Developmental Controller Transfer:

- Upon voluntary transfer to a higher-level facility, basic pay is unchanged. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.
- Upon voluntary transfer to a lower level facility, basic pay is set at current basic pay if that pay falls within the pay band of the same developmental stage of the lower level facility, up to the pay band maximum. If the same Developmental stage does not exist at the new facility, employee's pay is set at lowest available Developmental stage at the new facility not to exceed the developmental pay band maximum. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.
- Upon transfer to the same level facility, basic pay is unchanged. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.
- A developmental controller that transferred to a new facility that does not achieve area/facility certification and is assigned a lower level facility shall have their pay set at the same developmental stage percentage of the lower level facility's minimum developmental stage. If the same developmental stage does not exist at the new facility, the employee's pay is set at the lowest available developmental stage at the new facility, and pay may not exceed the developmental pay band

maximum. Future pay increases are made in accordance with successful progression through the developmental stages and Section 5.

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

A. Hardship Transfers and Transfers for Mutual Reassignment:

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

1. Certified Professional Controllers (CPC) and Certified Professional Controllers in Training (CPCIT) who have transferred under Section 6A of this Article (50% on the go/50% upon certification) who have not yet certified:

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

- No change in basic pay. There is no increase in pay as a result of the transfer (no 50% on the go/50% upon certification). Pay retention may apply.
- If pay is below the CPC pay band at the new facility, basic pay is set at the minimum of the pay band upon becoming facility rated/area certified.

b. Transferring to a lower ATC Level Facility:

- If current pay fits into the CPC pay band of the lower level facility, employee retains current basic pay. There is no increase in basic pay as a result of the transfer (no 50% on the go/50% upon certification).
- If current pay is higher than the top of the new CPC pay band, basic pay is set at the top of the new pay band. There is no increase in basic pay as a result of the transfer (no 50% on the go/50% upon certification).
- CPC-IT employees who previously moved under Section 6A of this Article (50% on the go/50% upon certification) and have not certified will have their basic pay set as though they never left the facility where the employee was fully certified. When assigned to a subsequent facility, basic pay will then be set as described above for a CPC transfer.

CPC and CPC-IT employees who transfer to a lower ATC Facility Level under the rules in this section, and who subsequently transfer to a higher ATC Facility Level within 3 years of the effective date of the first transfer, will have pay set under this Section rather than under Section 6A of this Article.

Section 7. Annual Adjustments to Pay Bands

Pay bands are to be adjusted annually in the first full pay period of January 2011 and 2012 equivalent to the manner pay bands are adjusted for employees in the Core Compensation Pay Plan.

Section 8. Annual Pay Adjustments

- Each employee will receive an annual increase of 3% to their basic pay in lieu of an Organizational Success Increase (OSI) and Superior Contribution Increase (SCI) in January 2010, 2011 and 2012 or the pay band minimum, whichever is greater.
- Bargaining unit employees who are eligible to retire from federal service shall receive an additional one percent (1%) increase to their base pay in January 2010 and January 2011. The one percent (1%) increase discussed in this section is payable only to those BUEs who are eligible to retire from federal service on the date that the increase is paid in a particular year.
- Bargaining Unit Employees who are on board the first full pay period in June 2010 and were either an FAA Academy student or a developmental controller (but not CPC-IT) on September 3, 2006, will receive a 8% increase to basic pay the first full pay period in June 2010.

Section 9. Bargaining unit employees in a facility whose pay level increases will have their basic pay increased by six percent (6%) for each level the facility is raised, or to the new pay band minimum, whichever is greater. Developmentals and CPC's-IT, TMC's-IT and TMS's-IT in a facility whose pay level increases will have their current developmental basic pay increased by 6% per level and subsequent developmental pay sets will be recalculated to correspond with the new pay level. An employee already within his/her pay band shall receive the increases as stated above, however they may not exceed the maximum of their new pay band. Employees that are already above the new ATSP pay band maximum prior to the upgrade shall not receive an increase.

Section 10. Bargaining unit employees whose pay level decreases shall be granted pay retention in accordance with this agreement.

- Pay Retention: Employees, whose basic rate of pay exceeds the CPC band maximum, shall receive 50% of all annual increases, as an adjustment to basic pay, and 50% will be paid in lump sum. Locality Pay shall always be an adjustment to basic pay.
- Facility Level Retention: shall apply for two years commencing on the effective date of the facility level decrease. Employees assigned to the facility on the effective date of the level decrease shall retain the previous higher-level CPC pay band. Transfers and new hires assigned to the new lower level facility after the effective date shall be paid in accordance with the new applicable CPC and developmental pay band.

Section 11. The Parties agree to meet within sixty (60) days of the effective date of this agreement to discuss the process for future ATC Level changes.

Section 12. Controller Incentive Pay (CIP)

Within 60 days of effective date of the CBA, the Parties will meet to determine how the CIP pool, fixed at \$30,000,000 annually, will be allocated.

In the interim, beginning the first full pay period in FY 2010, all employees assigned to facilities eligible to receive CIP will receive CIP at the facility-specific CIP rate in effect prior to September 1, 2006.

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

The total amount of funds available to pay CIP to all employees in fiscal years 2010 and beyond shall be fixed at \$30,000,000.

Section 14. Promotions/Demotions.

A. A Promotion is defined as:

1. Movement from Academy completion into the first developmental stage.
2. Movement from the final developmental stage into the CPC position.
3. Movement from the CPC position to a MSS-2 or higher position.

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

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

B. A Temporary Promotion is defined as movement from a CPC to MSS-2 or higher position for a temporary period of time. Consistent with its temporary nature, following the conclusion of a temporary promotion, the BUE's preexisting basic pay and Union determined seniority (A83) will be reinstated as though the employee had never left the bargaining unit position previously assigned without accruing seniority for the duration of the temporary promotion. Pay during a temporary promotion has no influence on permanent pay when returned to position of record, regardless of the duration of the temporary promotion.

C. A Demotion (not applicable within/from CPC career level) is defined as movement from a MSS-2 position or higher into an CPC position.

Note - movement to a lower level ATC facility is not considered a demotion but rather a transfer.

D. Voluntary/Involuntary Demotion: When a non-bargaining unit employee is demoted to a CPC position, basic pay is set in the new pay band as if the employee never left their bargaining unit position.

Note - demotions are not applicable within or from the CPC career level.

Note - movement by a CPC to a lower level ATC facility is not considered a demotion but rather a transfer.