

CERTIFICATE/WORK ASSIGNMENT PROCEDURES

Section 1. The intent of the parties is that certificate/work assignments shall be made in a fair and equitable manner in accordance with the procedures set forth below, consistent with merit factors required by applicable law, rule, or regulation. The procedures set forth in this Article shall be applied uniformly throughout the Flight Standards bargaining unit.

Section 2. For purposes of this Article, a certificate/work assignment to a field office Aviation Safety Inspector is defined as, and limited to, the assignment of certificate management or geographic oversight responsibility for one, or a grouping of, air carriers, operators, air agencies, designated airmen or AEG assignments.

Section 3. A certificate/work assignment within the meaning of this Article will be made by one the following procedures:

- a) Competitive Process;
- b) Seniority Process; or
- c) Direct assignment, where there is *de minimis* impact on working conditions.

Section 4.

Section a. Competitive Process: It is the intent of the Parties that certificate/work assignments made under a Competitive Process shall be those involving significant and/or highly sensitive positions. For example, certificate/work assignments made under the Competitive Process may include, but are not limited to: Principal ASI positions for major air carriers/operators and large repair stations, and some Assistant Principal ASI, APM and PPM positions involving high sensitivity or significant public visibility; CSET Team Lead positions; positions involving full-time designee oversight; positions having very significant public visibility, or when a promotion is likely to occur.

Section b. Seniority Process: It is the intent of the Parties that the Seniority Process will be used to make all other certificate/work assignments not covered under Section 4(a) and (c). For example, certificate/work assignments made under the Seniority Process may include, but are not limited to: Principal ASI positions for other than major air carriers/operators, non-principal ASI positions related to 121 carriers not covered by the criteria in Section 4(a) above, geographic and AEG groupings.

Section c. Direct Assignments: *De minimis* certificate/work assignments are those that, due to their nature and effect, will have a minimal or very minor impact on working conditions. For example, certificate/work assignments made by Direct Assignment include, but are not limited to: small air operators (FAR 135 single pilot or nine or less passenger operations); small air agencies or designated airman. To the extent practicable and consistent with position management considerations, certificate/work assignments in this

category will be distributed equitably among eligible employees.

Section 5. The procedures outlined in this Article will be used only when the Employer announces a certificate/work assignment covered by this Article. Generally, the following events may cause a change in certificate/work assignment by the Employer:

- a. a new certificate/work assignment is assigned to the office,
- b. an existing certificate/work assignment is removed from the office,
- c. a certificate/work assignment is moved from the current holder,
- d. a new bargaining unit employee comes into the office, or
- e. a bargaining unit employee leaves the office.

Section 6. When the Employer determines that a certificate/work assignment is necessary, the appropriate Union representative will be given notice prior to the assignment, including the procedure that will be used to make the assignment. The appropriate Union representative will be given an opportunity to provide his/her views on the appropriate procedure to be used for making the specific certificate/work assignment. If the Employer and the Union disagree on the procedure to be used, the Employer, on the Union's written request, shall provide the Union representative with a written statement of the considerations used to make a decision to use a particular procedure.

Section 7. In making certificate/work assignments under this Article, the Employer will:

Section a. determine the location, including the organizational unit, at which a certificate/work assignment will be accomplished;

Section b. establish the necessary qualification and skill requirements for a certificate/work assignment. It is the intent of the Parties that the assignment of training will not be used to manipulate qualifications to provide an advantage to a particular employee in connection with certificate/work assignments under any of the procedures set forth in this Article.

Section c. determine which employees possess the requisite qualification and skill;

(d) determine the area of consideration.

Section 8. Seniority. For purposes of this Article, seniority shall be based on an employee's time in Flight Standards. The procedure to be used is as follows:

Section a. a seniority roster will be compiled and maintained by the Employer in consultation with the Union; and

Section b. in the event that more than one employee has the same amount of time in Flight Standards, SCD seniority shall prevail.

Section 9. Seniority Assignment Process:

(a) The Employer will determine the area of consideration. A certificate/work assignment notice will be made available via E:mail to all ASI's in the area of consideration on the attached notice form. The notice will include the: location of the certificate/work assignment, description of the assignment, anticipated assignment date, area of consideration, qualification and skill requirements, process for expressing interest in the assignment, response deadline, person to whom response should be directed, PCS status, and any other requirements. It is recommended the notice be posted and announced in all Flight Standards offices within the area of consideration.

(b) Respondents' qualifications will be verified.

(c) The employer will determine which employees meet the qualifications and establish a list of qualified employees. The most senior employee on the list will be selected for the certificate/work assignment. If the Employer determines that an interested Inspector[s] with greater seniority than the Inspector selected is not qualified for the certificate/work assignment, the Employer shall, upon written request received within three (3) days after notification of non-selection from the non-selected Inspector[s], promptly provide the Inspector[s] with a written explanation of the reasons supporting the Employer's determination concerning the Inspector's lack of sufficient qualifications. The explanation is designed for the purpose of offering constructive input to the Inspector[s].

(d) In the event the most senior employee is unavailable the next most senior employee will be selected for the certificate/work assignment.

(e) In the event no employees express interest in the work assignment, the Employer will make the assignment to a qualified employee at the Employer's discretion.

Section 10. Notwithstanding the provisions of this Article and at the discretion of the Employer, the Employer may:

(a) periodically reorganize certificate/work assignment groupings. Upon such reorganization, Inspectors shall be assigned to the new groupings through the Seniority Assignment Process set forth above;

(b) determine the duration of the assignment of employees;

(c) rotate specific certificate/work assignments. When work assignments are rotated, Inspectors shall be assigned through the process appropriate to the certificate/work assignments as discussed in the Article.

(d) allocate certificate/work assignments described in Section 4(a) above through a competitive process.

Section 11. An employee who is not performing at an acceptable level under a mutually agreeable performance management system and/or is being provided an Opportunity to Demonstrate Performance (ODP) will not be eligible for new certificate/work assignments, unless otherwise agreed by the Employer.

Section 12. In the event an Inspector believes his/her workload appears to be excessive or appears to be distributed to bargaining unit employees in an excessive or inappropriate manner, the Inspector shall have the right to request a meeting with his/her supervisor to discuss the matter. Subject to operational considerations, the meeting will be held as promptly as practicable.

Section 13. Nothing in this Article shall be construed as a waiver by either Party of any rights under the law.