

SETTLEMENT AGREEMENT

Between the Federal Aviation Administration and the
Professional Aviation Safety Specialists, AFL-CIO

The Federal Aviation Administration (“FAA”) wishes to increase the base pay of certain Series 2101 Airway Transportation System Specialist (ATSS) employees. In exchange for the FAA’s commitments, which are outlined below, the Professional Aviation Safety Specialists, AFL-CIO (“Union” or “PASS”) agrees to the following terms and conditions as complete settlement of all grievances, claims, issues, and any like matters—whether active or in abeyance—that pertain to Series 2101 ATSS employees’ pay or compensation, including National Grievance GREV202000238, all claims related to Series 2101 ATSS In-Position Increases (“IPIs”), all claims related to Technical Operations’ February 28, 2020, Memorandum regarding Standardized Pay Setting for Series 2101 ATSSs Nationwide (“February 28 Memo”), and all matters related to any claimed pay inconsistencies among Series 2101 ATSS employees.

Additionally, this Settlement Agreement clarifies the FAA’s and PASS’s (collectively, the “Parties”) obligations pursuant to Article 124 of the October 29, 2017, Collective Bargaining Agreement (“CBA”) and limits the scope of future CBA negotiations, whether term or mid-term, with respect to the pay and compensation of all employees represented by PASS.

Section 1. Applicability.

- (a) The base pay amounts identified below apply only to Series 2101 ATSS employees who are included in Union bargaining unit 0067 (hereinafter referred to as “Series 2101 ATSS”) and any employee who is hereafter hired into, or reassigned to, the Series 2101 ATSS role and included in the 0067 bargaining unit.
- (b) As used herein, the term “Series 2101 ATSS” includes Series 2101 ATSS employees who are currently on a temporary assignment—i.e., detail, reassignment, or promotion—to a non-Series-2101-ATSS position but are scheduled to return to their Series 2101 ATSS position at a future time.

Section 2. February 28 Memo. Effective immediately, the February 28 Memo is rescinded. Series 2101 ATSS employees who received a pay increase in accordance with the February 28 Memo will maintain that increase without consequence. Those same Series 2101 ATSS employees, when promoted or otherwise eligible for a pay increase, are hereafter subject to the terms of this Settlement Agreement.

Section 3. Pay Structure for Series 2101 ATSS Employees. The base pay of Series 2101 ATSS employees—whether existing or promoted; or reassigned to, or newly hired into, the Series 2101 ATSS role hereafter—will be set consistent with the below:

Base Pay for Series 2101 ATSSs	
• F-band	\$58,299.00
• G-band	\$62,963.00
• H-band	\$68,000.00
• I-band	\$73,440.00
• J-band	Pay-Band Minimum

The above-identified figures will be adjusted annually by the same percentage as the corresponding pay band.

(a) H-band Series 2101 ATSS employees with between zero (0) and five (5) years of FAA service will have their base pay set at \$68,000.00. Series 2101 ATSS employees with between six (6) and twenty-seven (27) years of FAA service will have their base pay set consistent with the following:

Base Pay for H-band Series 2101 ATSSs 6 - 27 Years of Service	
<i>Years of FAA Service</i>	<i>Base Pay</i>
6	\$68,240.00
7	\$69,132.00
8	\$70,024.00
9	\$70,916.00
10	\$71,808.00
11	\$72,700.00
12	\$73,592.00
13	\$74,484.00
14	\$75,376.00
15	\$76,268.00
16	\$77,160.00
17	\$78,053.00
18	\$78,945.00
19	\$79,837.00
20	\$80,729.00
21	\$81,621.00
22	\$82,513.00
23	\$83,405.00
24	\$84,297.00
25	\$85,189.00

26	\$86,081.00
27	\$86,259.00

- (i) When calculating an employee’s “years of FAA service,” the FAA will round down. (For example, seven years and nine months of FAA service will be considered seven years of FAA service.)
 - (ii) After receiving the above-identified base-pay increase, an H-band employee is not entitled to any other increase pursuant to this Section. (That is, if an H-band employee in the eleventh (11th) year of FAA service qualifies for, and receives, the above-identified base-pay increase, then the employee will not receive an increase, pursuant to subsection 3(a), at the beginning of the twelfth (12th) year of service. If promoted to an I-band or otherwise entitled to an increase in pay, however, the employee will receive a pay increase consistent with this Settlement Agreement and the Parties’ CBA, as clarified below.)
- (b)** If a Series 2101 ATSS employee’s current base pay exceeds the relevant amount identified above, then the employee’s base pay will not be changed until such time that the employee is entitled to a pay increase in accordance with:
- (i) this Settlement Agreement (e.g., if the employee is promoted from F to G-band, the employee’s base pay will be set at \$62,963.00);
 - (ii) the Parties’ CBA, as clarified below; or
 - (iii) relevant FAA policy or other rule or regulation.
- (c)** No Series 2101 ATSS employees—including those who received a base-pay increase in accordance with the now-void February 28 Memo—will have their base pay reduced as a result of the Parties entering into this Settlement Agreement.
- (d)** Annual base-pay increases, as referenced in Article 124, Section 4 of the CBA, will remain in effect during the life of the CBA, unless otherwise noted or agreed upon.
- (e)** This Settlement Agreement serves to clarify and fulfill the FAA’s obligations pursuant to Article 124, Section 6, including subsection 6(c), and Section 7, of the CBA as it (Article 124) relates to Series 2101 ATSS employees. The pay setting and pay adjustments provided for by this Settlement Agreement will be considered the pay setting and pay adjustment(s) that the Series 2101 ATSS employees would have otherwise received pursuant to Article 124, Section 6 and 7.

Section 4. Processing the Base-Pay Adjustment. Eligible Series 2101 ATSS employees will receive the pay increase in the form of a one-time adjustment to their base pay.

- (a) The FAA expects to begin processing the one-time base pay adjustments as soon as feasible after signing this Settlement Agreement. The Union understands that current events, the end of the calendar year, and other existing circumstances may slow the process.
- (b) The FAA maintains sole discretion with regard to processing the one-time base pay adjustments for the Series 2101 ATSS employees on a temporary assignment, as referenced in subsection 1(b) above. Specifically, the FAA may process the pay adjustments on a case-by-case basis (e.g., end the employee's temporary assignment for one (1) pay period, adjust the employee's pay, and, beginning the next full pay period, reassign the employee to the temporary assignment; adjust the employee's pay at the conclusion of the temporary assignment; any other appropriate method).

Section 5. Effective Date of the Pay Adjustments. Notwithstanding subsection 4(a) above, all one-time base pay adjustments, including those for employees on a temporary assignment, will be effective beginning the first full pay period after the date on which the individuals identified below execute this Settlement Agreement.

Section 6. Clarified Application of In-Position Increases.

- (a) When calculating the minimum number of IPIs that it must grant pursuant to Article 124, Section 10(a) of the Parties' CBA, the FAA will not account for Series 2101 ATSS employees. However, all Series 2101 ATSS employees will remain eligible to receive an IPI.
- (b) The FAA will continue granting IPIs, consistent with Article 124, Section 10(a) of the CBA and this Settlement Agreement, to non-Series-2101 ATSS employees. The total number of IPIs granted to employees in Union bargaining unit 0067 will be 5% of the total number of non-Series-2101 ATSS employees who are:
 - (i) covered by the CBA; and
 - (ii) eligible to receive an IPI.

The FAA, at its sole discretion, may award IPIs to more than 5% of employees.

Section 7. The Union's Agreement.

- (a) In exchange for the FAA's above-identified commitments, the Union agrees to withdraw:
 - (i) National Grievance GREV202000238;
 - (ii) all claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' IPIs and that predate

this Settlement Agreement. This does not include IPI grievances that are at step-3 of the grievance procedure and that are a part of a separate settlement effort;

- (iii) all claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' pay inconsistencies and that predate this Settlement Agreement; and
 - (iv) all claims or grievances, whether active or in abeyance, that relate to the now-void February 28 Memo.
- (b) The Union agrees to waive its right to file, or pursue on behalf of an employee, any future claims that relate to Series 2101 ATSS employees' backpay or pay inconsistencies and that predate this Settlement Agreement.
- (c) For the remainder of the existing CBA's term, and during negotiations for the next four years, the Union agrees to waive its right to negotiate matters relating to Series 2101 ATSS pay or compensation.
- (d) The Union agrees to waive its right to negotiate the pay or compensation of Series 2101 ATSS employees for both the remainder of the existing CBA's term, which expires on October 29, 2022, and during negotiations of a successor CBA. The Union's agreement includes waiving the right to negotiate pay during midterm negotiations and any other type of negotiations related to Series 2101 ATSS employees' pay, whether for Series 2101 ATSS employees as a whole or for an individual Series 2101 ATSS employee. The Union further agrees that the language of Article 124 in the existing CBA, as clarified herein, will roll over for at least four years after the existing CBA expires on October 29, 2022. If, at the end of the fourth year, the Parties are in the middle of a CBA term, the language of Article 124 will remain in effect until the then existing CBA expires.

This subsection does not limit the Union's right to negotiate the pay or compensation of the non-series-2101 employees in its 0067 bargaining unit.

- (e) The Union agrees that the clarified application of the CBA, as identified in subsection 3(e) and Section 6 above, is consistent with the spirit and integrity of both Article 124 of the CBA and this Settlement Agreement.

Section 8. Any existing agreement(s), written or otherwise, that conflict(s) with the terms herein shall be superseded by this Settlement Agreement.

Section 9. Non-Precedential. The terms of this Settlement Agreement do not establish precedent and may not be used as a basis by the Parties, or any organization representing employees of the FAA, to seek or justify similar terms in any subsequent dealings, including negotiations of any kind. This Settlement Agreement is based solely on the present facts and circumstances and may not be used as comparison in any other case.

This Settlement Agreement constitutes the complete understanding between the Parties and is intended to address pay inconsistencies among the current Series 2101 ATSS employees and employees in related, non-FAA industries. No other related promises or agreements shall be binding unless agreed upon by the Parties. This Settlement Agreement does not constitute an admission, by either of the Parties, of any violation of any federal law, rule or regulation. By signing below, the FAA and Union agree that they have read and understand the terms and conditions of this Settlement Agreement. Furthermore, the Parties enter into this Settlement Agreement freely and without reservation, duress, or coercion.

FOR THE UNION – PASS:	FOR THE AGENCY – FAA:
<hr/> <p>Mike Perrone _____ Date National President</p>	<hr/> <p>Jeff Planty _____ Date Vice President, AJW</p>
<hr/> <p>Dennie Rose _____ Date General Counsel</p>	<hr/> <p>Laura Glading _____ Date Executive Director, LER</p>

SETTLEMENT AGREEMENT

Between the Federal Aviation Administration and the
Professional Aviation Safety Specialists, AFL-CIO

The Federal Aviation Administration (“FAA”) wishes to increase the base pay of certain Series 2101 Airway Transportation System Specialist (ATSS) employees. In exchange for the FAA’s commitments, which are outlined below, the Professional Aviation Safety Specialists, AFL-CIO (“Union” or “PASS”) agrees to the following terms and conditions as complete settlement of all grievances, claims, issues, and any like matters—whether active or in abeyance—that pertain to Series 2101 ATSS employees’ pay or compensation, including National Grievance GREV202000238, all claims related to Series 2101 ATSS In-Position Increases (“IPIs”), all claims related to Technical Operations’ February 28, 2020, Memorandum regarding Standardized Pay Setting for Series 2101 ATSSs Nationwide (“February 28 Memo”), and all matters related to any claimed pay inconsistencies among Series 2101 ATSS employees.

Additionally, this Settlement Agreement clarifies the FAA’s and PASS’s (collectively, the “Parties”) obligations pursuant to Article 124 of the October 29, 2017, Collective Bargaining Agreement (“CBA”) and limits the scope of future CBA negotiations, whether term or mid-term, with respect to the pay and compensation of all employees represented by PASS.

Section 1. Applicability.

- (a) The base pay amounts identified below apply only to Series 2101 ATSS employees who are included in the PASS Technical Operations bargaining unit [BUS Code 0067] (hereinafter referred to as “Series 2101 ATSS”) and any employee who is hereafter hired into, or reassigned to, the Series 2101 ATSS role and included in the BUS Code 0067 bargaining unit.
- (b) As used herein, the term “Series 2101 ATSS” includes Series 2101 ATSS employees who are currently on a temporary assignment—i.e., detail, reassignment, or promotion—to a non-Series-2101-ATSS position but are scheduled to return to their Series 2101 ATSS position at a future time.

Section 2. Pay Structure for Series 2101 ATSS Employees. The base pay of Series 2101 ATSS employees—whether existing or promoted; or reassigned to, or newly hired into, the Series 2101 ATSS role hereafter—will be set consistent with the below:

Minimum Base Pay for Series 2101 ATSSs	
• F-band	\$59,924.00
• G-band	\$67,114.00
• H-band	\$72,483.00
• I-band	\$78,281.00
• J-band	\$84,543

The above-identified figures will be adjusted annually by the same percentage as the corresponding pay band is adjusted.

(a) H-band Series 2101 ATSS employees will have their base pay set at \$72,483.00. Series 2101 ATSS employees) will have their base pay set based on their Entry on Date (EOD) consistent with the following:

Base Pay for H-band Series 2101 ATSSs –6- Years of Service	
<i>FAA Entry on Date</i>	<i>Base Pay</i>
2018	\$73,642
2017	\$74,821
2016	\$76,018
2015	\$77,234
2014	\$78,470
2013	\$79,725.00
2012	\$81,001
2011	\$82,297
2010	\$83,614
2009	\$84,951
2008 or earlier	\$86,259

- (i) The Entry on Duty” (EOD) date is the date provided in the FAA’s Personnel FPPS database.
- (ii) After receiving the above-identified base-pay increase, an H-band employee is not entitled to any other increase pursuant to this Section. (For example, if an H-band employee whose EOD is 2005 qualifies for, and receives, the above-identified base-pay increase, then the employee will not receive an increase, pursuant to subsection 3(a), at the beginning of the next year. If promoted to an I-band or otherwise entitled to an increase in pay, however, the employee will receive a pay increase consistent with this Settlement Agreement and the Parties’ CBA, as clarified below.)
- (b) I-band Series 2101 ATSS employees will have their base pay set at least \$78,281.00. Series 2101 ATSS employees will have their base pay set based on Entry on Date (EOD) consistent with the following

Base Pay for I-band Series 2101 ATSSs –10-20 Years of Service	
<i>Entry on Date</i>	<i>Base Pay</i>
2013	\$79,533
2012	\$80,805
2011	\$82,097
2010	\$83,410
2009	\$84,744
2008	\$86,100
2007	\$87,478
2006	\$88,877
2005	\$90,299
2004	\$91,744
2003	\$93,212
2002	\$94,703
2001	\$96,219
2000	\$97,758
1999	\$99,322

1998	\$100,911
1997 or earlier	\$102,526

(i) The “Entry on Duty” (EOD) is the date on the FAA’s Personnel FPPS database

(c) J band 2101 series ATSS employees will have their pay set at least at \$91,400. J Band employees will have their pay consistent with the following:

EOD Year	Minimum J Band Salary
2013	92862
2012	94348
2011	95858
2010	97391
2009	98950
2008	100533
2007	102141
2006	103776
2005	105436
2004	107123
2003	108837
2002	110578
2001	112348
2000	114145
1999	115972
1998	117827
1997	119712
1996	121628
1995	123574
1994	125551
1993	127560
1992	Top of band

(d) If a Series 2101 ATSS employee’s current base pay exceeds the relevant amount identified above, then the employee’s base pay will not be changed until such time that the employee is entitled to a pay increase in accordance with:

this Settlement Agreement (e.g., if the employee is promoted from F to G-band, the employee's base pay will be set at the stated amount above in accordance with the terms of this Settlement);

- (i) the Parties' CBA, as clarified below; or
- (ii) relevant FAA policy or other rule or regulation.

(e) No Series 2101 ATSS employees, including those whose base pay was set in accordance with the February 28, 2020 Memorandum, will have their base pay reduced as a result of the Parties entering into this Settlement Agreement.

(f) Annual base-pay increases, as referenced in Article 124, Section 4 of the CBA, will remain in effect during the life of the CBA.

(a) (g) This Settlement Agreement serves to clarify and fulfill the FAA's obligations pursuant to Article 124, Section 6, including subsection 6(c), and Section 7, of the CBA as it (Article 124) relates to Series 2101 ATSS employees, provided that employees being promoted to I or J bands will receive a promotion salary at the minimum of the band, or a promotion increase of 8% of their salary, whichever is higher.

Section 3. Processing the Base-Pay Adjustment. Eligible Series 2101 ATSS employees will receive the pay increase in the form of a one-time adjustment to their base pay salary.

- (a) The FAA expects to begin processing the one-time base pay adjustments as soon as feasible after signing this Settlement Agreement. The Union understands that current events, the end of the calendar year, and other existing circumstances may slow the process.
- (b) The FAA maintains sole discretion with regard to processing the one-time base pay adjustments for the Series 2101 ATSS employees on a temporary assignment, as referenced in subsection 1(b) above. Specifically, the FAA may process the pay adjustments on a case-by-case basis (e.g., end the employee's temporary assignment for one (1) pay period, adjust the employee's pay, and, beginning the next full pay period, reassign the employee to the temporary assignment; adjust the employee's pay at the conclusion of the temporary assignment; any other appropriate method).

Section 4. Effective Date of the Pay Adjustments. Notwithstanding subsection 4(a) above, all one-time base pay salary adjustments, including those for employees on a temporary assignment, will be effective beginning the first full pay period after the date on which the individuals identified below execute this Settlement Agreement.

Section 5. Clarified Application of In-Position Increases (IPI).

- (a) Solely pertaining to Series 2101 ATSS employees, the parties agree that this settlement satisfies the requirement found in Article 124, Section 10(a), to provide an IPI to five percent of bargaining unit employees. This agreement has no impact regarding the application of Section 10(a) of Article 124 to bargaining unit employees other than those in Series 2101. When calculating the minimum number of IPIs that it must grant pursuant to Article 124, Section 10(a), of the Parties' CBA, the FAA will not account for Series 2101 ATSS employees. However, all Series 2101 ATSS employees will remain eligible to receive an IPI.
- (b) The FAA will continue granting IPIs, consistent with Article 124, Section 10(a) of the CBA and this Settlement Agreement, to non-Series-2101 ATSS employees. The total number of IPIs granted to employees in Union bargaining unit 0067 will be 5% of the total number of non-Series-2101 ATSS employees who are:
 - (i) covered by the CBA; and
 - (ii) eligible to receive an IPI.

The FAA, at its sole discretion, may award IPIs to more than 5% of employees.

Section 6. The Union's Agreement.

In exchange for the FAA's above-identified commitments, the Union agrees to withdraw:

- (i) National Grievance GREV202000238;
- (ii) all claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' IPIs and that predate

this Settlement Agreement. This does not include IPI grievances that are at step-3 of the grievance procedure and that are a part of a separate settlement effort;

- (iii) all claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' pay inconsistencies and that predate this Settlement Agreement; and
 - (iv) all claims or grievances, whether active or in abeyance, that relate to the now-void February 28 Memo.
- (b) The Union agrees to waive its right to file, or pursue on behalf of an employee, any future claims that relate to Series 2101 ATSS employees' backpay or pay inconsistencies that predate this Settlement Agreement.
- (c) This agreement will be incorporated into any successor collective bargaining agreement subsequent to the parties' current CBA dated October 29, 2022. The Union agrees to waive its right to negotiate the pay or compensation of Series 2101 ATSS employees for the remainder of the existing CBA's term, which expires on October 29, 2022, and during negotiations of a successor CBA. The Union's agreement includes waiving the right to negotiate pay during midterm negotiations and any other type of negotiations related to Series 2101 ATSS employees' pay, whether for Series 2101 ATSS employees as a whole or for an individual Series 2101 ATSS employee. This provision will not restrict the ability to bargain over pay, as well as other issues, if the agency restructures the workforce with the intent to centralize maintenance. If the number of on-board/employed 2101s at any point falls below 5,000, this provision shall no longer apply.
- This subsection does not limit the Union's right to negotiate the pay or compensation of the non-series-2101 employees in its 0067 bargaining unit.
- (d) The Union agrees that the clarified application of the CBA, as identified in subsection 3(e) and Section 6 above, is consistent with the spirit and integrity of both Article 124 of the CBA and this Settlement Agreement.

Section 7. Any existing agreement(s), written or otherwise, that conflict(s) with the terms herein shall be superseded by this Settlement Agreement.

Section 8. Non-Precedential. The terms of this Settlement Agreement do not establish precedent and may not be used as a basis by the Parties, or any organization representing employees of the FAA, to seek or justify similar terms in any subsequent dealings, including negotiations of any kind. This Settlement Agreement is based solely on the present facts and circumstances and may not be used as comparison in any other case.

This Settlement Agreement constitutes the complete understanding between the Parties and is intended to address pay inconsistencies among the current Series 2101 ATSS employees and employees in related, non-FAA industries. No other related promises or agreements shall be binding unless agreed upon by the Parties. This Settlement Agreement does not constitute an admission, by either of the Parties, of any violation of any federal law, rule or regulation. By signing below, the FAA and Union agree that they have read and understand the terms and conditions of this Settlement Agreement. Furthermore, the Parties enter into this Settlement Agreement freely and without reservation, duress, or coercion.

FOR THE UNION – PASS:	FOR THE AGENCY – FAA:
<hr/> <p>Mike Perrone _____ Date National President</p>	<hr/> <p>Jeff Planty _____ Date Vice President, AJW</p>
<hr/> <p>Dennie Rose _____ Date General Counsel</p>	<hr/> <p>Laura Glading _____ Date Executive Director, LER</p>

SETTLEMENT AGREEMENT

Between the Federal Aviation Administration and the
Professional Aviation Safety Specialists, AFL-CIO

This Settlement Agreement reflects the culmination of an effort to amicably resolve the allegations and contentions made in grievance number GREV202000238 and other complaints, as identified below. As such, the Federal Aviation Administration (FAA or the Agency) and the Professional Aviation Safety Specialists (PASS or the Union), collectively “the Parties,” agree to the following terms:

Section 1. Applicability.

- (a) The base pay amounts identified below apply only to Series 2101 Airway Transportation System Specialist (ATSS) employees who are included in the PASS Technical Operations bargaining unit [bargaining unit status (BUS) Code 0067] (hereinafter referred to as “Series 2101 ATSS”) and any employee who is hereafter hired into, or reassigned to, or otherwise permanently placed in, a Series 2101 ATSS role and included in the BUS Code 0067 bargaining unit.
- (b) As used herein, the term “Series 2101 ATSS” includes Series 2101 ATSS employees who are currently on a temporary assignment—i.e., detail, reassignment, or promotion—to a non-Series-2101-ATSS position but are scheduled to return to their Series 2101 ATSS position of record at a future time.

Section 2. Pay Structure for Series 2101 ATSS Employees. The base pay of current Series 2101 ATSS employees will be set consistent with the below. Hereinafter Series 2101 ATSS employees hired will have their base pay set at a minimum in accordance with the following:

Minimum Base Pay for Series 2101 ATSSs	
• F-band	\$59,924.00
• G-band	\$64,718.00
• H-band	\$69,895.00
• I-band	\$75,487.00
• J-Band	Band Minimum

Consistent with the Parties’ October 29, 2017, Collective Bargaining Agreement (CBA), the above-identified figures will be adjusted (normally on an annual basis in January of each year) by the same percentage as the corresponding pay band.

- (a) H-band Series 2101 ATSS employees will have their base pay set lower than the amounts below based on their entry on duty (EOD) date and consistent with the following:

Minimum Base Pay for H-Band Series 2101 ATSSs EOD Date	
<i>FAA Entry on Duty Date</i>	<i>Base Pay</i>
2021	\$68,895.00
2020	\$68,895.00
2019	\$68,895.00
2018	\$68,895.00
2017	\$68,895.00
2016	\$68,895.00
2015	\$68,895.00
2014	\$68,895.00
2013	\$70,024.00
2012	\$70,916.00
2011	\$71,808.00
2010	\$72,700.00
2009	\$73,592.00
2008	\$74,484.00
2007	\$75,376.00
2006	\$76,268.00
2005	\$77,160.00
2004	\$78,053.00
2003	\$78,945.00
2002	\$79,837.00
2001	\$80,729.00
2000	\$81,621.00
1999	\$82,513.00
1998	\$83,405.00
1997	\$84,297.00
1996	\$85,189.00
1995	\$86,081.00
1994	\$86,973.00
1993	\$87,122.00

- (i) The Series 2101 employee's EOD date is the date provided in the FAA's personnel database.
- (b) If a Series 2101 ATSS employee's current base pay exceeds the relevant amount identified above, the employee's base pay will not be changed until such time that the employee is entitled to a pay increase in accordance with:

- (i) this Settlement Agreement (e.g., if the employee is promoted from F to G-band, the employee's base pay will be set to the amount stated above and in accordance with the terms of this Settlement Agreement);
 - (ii) the Parties' CBA, as clarified below; or
 - (iii) relevant FAA policy or other rule or regulation.
- (c) No Series 2101 ATSS employees, including those whose base pay was set in accordance with the Technical Operations February 28, 2020, Memorandum, will have their base pay reduced as a result of the Parties entering into this Settlement Agreement.
- (d) Annual base pay increases, as referenced in Article 124, Section 4, of the CBA will remain in effect during the life of the CBA.
- (e) This Settlement Agreement serves to clarify and fulfill the FAA's obligations pursuant to Article 124, Section 6, including subsection 6(c), and Section 7, of the CBA, where applicable, as it (Article 124) relates to Series 2101 ATSS employees. The pay setting and pay adjustments provided for by this Settlement Agreement will be considered the pay setting and pay adjustment(s) that Series 2101 ATSS employees would have otherwise received pursuant to Article 124, Section 6 and 7.
- (f) A Series 2101 ATSS employee who is promoted to an I or J-Band will have his/her base pay set at either the minimum set forth in this Settlement Agreement, or a promotion increase of 8% of the employee's base pay, whichever is higher..
- (g) Series 2101 ATSS employees' base pay shall not exceed the applicable pay band's maximum as a result of the Parties entering into this Settlement Agreement.

Section 3. Processing the Base-Pay Adjustment. Eligible Series 2101 ATSS employees will receive the pay increase in the form of a adjustment to their base pay.

- (a) The FAA expects to begin processing the adjustments for employees being brought up to the band minimums and for the one-time base pay adjustments set forth in Section 2(a) as soon as feasible after signing this Settlement Agreement.
- (b) The FAA maintains sole discretion with regard to processing the base pay adjustments for the Series 2101 ATSS employees on a temporary assignment, as referenced in subsection 1(b) above. Specifically, the FAA may process the pay adjustments on a case-by-case basis (e.g., end the employee's temporary assignment for one (1) pay period, adjust the employee's pay, and, beginning the next full pay period, reassign the employee to the temporary assignment; adjust the employee's pay at the conclusion of the temporary assignment; any other appropriate method).

Section 4. Effective Date of the Base Pay Adjustments. All adjustments to bring employees up to the minimum band amounts and for the one-time base pay adjustments in accordance with Section 2(a), including those for employees on a temporary assignment, will be

effective beginning the first full

pay period after the date on which the individuals identified below execute this Settlement Agreement.

Section 5. Clarified Application of In-Position Increases (IPI).

- (a) When calculating the minimum number of IPIs that it must grant pursuant to Article 124, Section 10(a) of the Parties' CBA, the FAA will not account for Series 2101 ATSS employees. However, all Series 2101 ATSS employees will remain eligible to receive an IPI. Non-series-2101 ATSS employees also remain eligible to receive an IPI.
- (b) The total number of IPIs granted to employees in the BUS Code 0067 bargaining unit will be 5% of the total number of non-Series-2101 ATSS employees who are:
 - (i) covered by the CBA; and
 - (ii) eligible to receive an IPI.

The FAA, at its sole discretion, may award IPIs to more than 5% of employees.

Section 6. The Union's Actions.

- (a) This Settlement Agreement shall represent and be understood as the Union's withdrawal of:
 - (i) National Grievance GREV202000238; and
 - (ii) all claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' IPIs and that predate this Settlement Agreement.
- (b) The parties will meet within 30 days of signing this Agreement to evaluate and assess all grievances, whether active or in abeyance, that relate to the February 28, 2020, Memorandum or other pay inconsistencies. Grievances resolved by the terms of the Settlement Agreement will be withdrawn. Grievances that are outside the parameters of this Agreement may be processed in accordance with the parties' CBA. (c) The parties agree that the settlement of National Grievance GREV202000238 will not result in back pay as defined by the Back Pay Act.

Section 7. Existing Agreements. Any existing agreement(s), written or otherwise, that conflict(s) with the terms herein shall be superseded by this Settlement Agreement.

Section 8. Non-Precedential. The terms of this Settlement Agreement do not establish precedent and may not be used as a basis by the Parties, or any organization representing employees of the FAA, to seek or justify similar terms in any subsequent dealings, including negotiations of

any kind. This Settlement Agreement is based solely on the present facts and circumstances and may not be used as comparison in any other case.

This Settlement Agreement constitutes the complete understanding between the Parties and is intended to address pay inconsistencies among the current Series 2101 ATSS employees. No other related promises or agreements shall be binding unless agreed upon by the Parties. Unless specifically identified, the terms of the CBA remain in full force and effect. This Settlement Agreement does not constitute an admission, by either of the Parties, of any violation of any federal law, rule or regulation. By signing below, the Parties agree that they have read and understand the terms and conditions of this Settlement Agreement. Furthermore, the Parties enter into this Settlement Agreement freely and without reservation, duress, or coercion.

FOR THE UNION – PASS:	FOR THE AGENCY – FAA:
<hr/> Mike Perrone _____ Date National President	<hr/> Jeff Planty _____ Date Vice President, AJW
<hr/> Dennie Rose _____ Date General Counsel	<hr/> Rich McCormick _____ Date Director, Office of Labor Finance <hr/> Douglas Edwards _____ Date Collective Bargaining Division, AHL-300

Agency Head Review:

_____ Date

SETTLEMENT AGREEMENT

Between the Federal Aviation Administration and the
Professional Aviation Safety Specialists, AFL-CIO

This Settlement Agreement reflects the culmination of an effort to amicably resolve the allegations and contentions made in grievance number GREV202000238 and other complaints, as identified below. Accordingly, the Federal Aviation Administration (FAA or the Agency) and the Professional Aviation Safety Specialists (PASS or the Union), collectively “the Parties,” agree to the following terms:

Section 1. Applicability.

- (a) The base pay amounts identified below apply only to Series 2101 Airway Transportation System Specialist (ATSS) employees who are included in the PASS Technical Operations bargaining unit [bargaining unit status (BUS) Code 0067] (hereinafter referred to as “Series 2101 ATSS”), including any employee who is hereafter hired into, or reassigned to, or otherwise permanently placed in, a Series 2101 ATSS role and included in the BUS Code 0067 bargaining unit.
- (b) As used herein, the term “Series 2101 ATSS” includes Series 2101 ATSS employees who are currently on a temporary assignment—i.e., detail, reassignment, or promotion—to a non-Series-2101-ATSS position but are scheduled to return to their Series 2101 ATSS position at a future time.

Section 2. Pay Structure for Series 2101 ATSS Employees.

- (a) The base pay of Series 2101 ATSS employees in the F, G, H, I, and J band will be set consistent with the following minimum amounts:

Minimum Base Pay for Series 2101 ATSSs	
• F-band	\$59,924.00
• G-band	\$64,718.00
• H-band	See Section 2(b)
• I-band	\$75,487.00
• J-Band	Band Minimum

Consistent with the Parties’ Collective Bargaining Agreement (CBA), dated October 29, 2017, the above-identified figures will be adjusted (normally on an annual basis in January of each year) by the same percentage as the corresponding pay band.

(b) **H-band Series 2101 ATSS Employees.** H-band employees will have their base pay set based on their entry on duty (EOD) date and consistent with the following:

Base Pay for H-Band Series 2101 ATSSs EOD Date	
<i>FAA Entry on Duty Date</i>	<i>Base Pay</i>
2021	\$69,895.00
2020	\$69,895.00
2019	\$69,895.00
2018	\$69,895.00
2017	\$69,895.00
2016	\$69,895.00
2015	\$69,895.00
2014	\$69,895.00
2013	\$70,024.00
2012	\$70,916.00
2011	\$71,808.00
2010	\$72,700.00
2009	\$73,592.00
2008	\$74,484.00
2007	\$75,376.00
2006	\$76,268.00
2005	\$77,160.00
2004	\$78,053.00
2003	\$78,945.00
2002	\$79,837.00
2001	\$80,729.00
2000	\$81,621.00
1999	\$82,513.00
1998	\$83,405.00
1997	\$84,297.00
1996	\$85,189.00
1995	\$86,081.00
1994	\$86,973.00
1993	\$87,122.00

The H-band Series 2101 employee’s EOD date is the date provided in the FAA’s personnel database.

(c) If a Series 2101 ATSS employee’s current base pay exceeds the applicable amount identified above, the employee’s base pay will not be changed until such time that the employee is entitled to a pay increase in accordance with:

- (i) the Parties' CBA, as clarified herein; or
 - (ii) relevant FAA policy or other rule or regulation.
- (d) No Series 2101 ATSS employees, including those whose base pay was set in accordance with the Technical Operations February 28, 2020, Memorandum (February 28 Memo), will have their base pay reduced as a result of the Parties entering into this Settlement Agreement.
- (e) Annual base pay increases, as referenced in Article 124, Section 4 of the CBA, will not be affected as a result of the Parties entering into this Settlement Agreement.
- (f) A Series 2101 ATSS employee who is promoted to a higher pay band will have his/her base pay set consistent with Article 124, Section 7 of the Parties' CBA.
- (g) Series 2101 ATSS employees' base pay shall not exceed the applicable pay band's maximum as a result of the Parties entering into this Settlement Agreement.

Section 3. Processing the Base Pay Adjustment. Eligible Series 2101 ATSS employees will receive the pay increase identified in subsection 2(a) and 2(b) in the form of a one-time adjustment to their base pay.

- (a) The FAA expects to begin processing the base pay adjustments as soon as feasible after signing this Settlement Agreement.
- (b) The FAA maintains sole discretion with regard to processing the base pay adjustments for the Series 2101 ATSS employees on a temporary assignment, as referenced in subsection 1(b) above. Specifically, the FAA may process the pay adjustments on a case-by-case basis (e.g., end the employee's temporary assignment for one (1) pay period, adjust the employee's pay, and, beginning the next full pay period, reassign the employee to the temporary assignment; adjust the employee's pay at the conclusion of the temporary assignment; or any other appropriate method).

Section 4. Effective Date of the Base Pay Adjustments. All base pay adjustments, including those for employees on a temporary assignment, will be effective beginning the first full pay period after the date on which the individuals identified below execute this Settlement Agreement.

Section 5. Clarified Application of In-Position Increases (IPIs).

- (a) When calculating the minimum number of IPIs that it must grant pursuant to Article 124, Section 10(a) of the Parties' CBA, the FAA will not account for Series 2101 ATSS employees. However, all Series 2101 ATSS employees will remain eligible to receive an IPI. Non-series-2101 ATSS employees also remain eligible to receive an IPI.
- (b) The total number of IPIs granted to employees in the BUS Code 0067 bargaining unit will be 5 percent of the total number of non-Series-2101 ATSS employees who are:

- (i) covered by the CBA; and
- (ii) eligible to receive an IPI.

The FAA, at its sole discretion, may award IPIs to more than 5 percent of employees.

Section 6. The Union's Actions.

- (a) This Settlement Agreement shall represent and be understood as the Union's withdrawal of, or agreement not to pursue on behalf of an employee, the following:
 - (i) National Grievance GREV202000238;
 - (ii) all claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' IPIs and that predate this Settlement Agreement;
 - (iii) all claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' pay inconsistencies and that predate this Settlement Agreement;
 - (iv) all claims or grievances, whether active or in abeyance, that allege an employee's base pay is inconsistent with the February 28 Memo; and
 - (v) any grievances, claims, or otherwise, that are resolved by the terms of this Settlement Agreement.
- (b) The parties will meet within 30 days of signing this Settlement Agreement to evaluate and discuss grievances that pertain to the February 28 Memo but are not within the parameters of section 6(a)(iv).
- (c) The Union agrees to waive its right to file, or pursue on behalf of an employee, any future claims that relate to Series 2101 ATSS employees' backpay or pay inconsistencies and that predate this Settlement Agreement.

Section 7. Existing Agreements. Any existing agreement(s), written or otherwise, that conflict(s) with the terms herein shall be superseded by this Settlement Agreement.

Section 8. Non-Precedential. The terms of this Settlement Agreement do not establish precedent and may not be used as a basis by the Parties, or any organization representing employees of the FAA, to seek or justify similar terms in any subsequent dealings, including negotiations of any kind. This Settlement Agreement is based solely on the present facts and circumstances and may not be used as comparison in any other case.

SETTLEMENT AGREEMENT

Between the Federal Aviation Administration and the
Professional Aviation Safety Specialists, AFL-CIO

This Settlement Agreement reflects the culmination of an effort to amicably resolve the allegations and contentions made in grievance number GREV202000238 and other complaints, as identified below. Accordingly, the Federal Aviation Administration (FAA or the Agency) and the Professional Aviation Safety Specialists (PASS or the Union), collectively "the Parties," agree to the following terms:

Section 1. Applicability.

- (a) The base pay amounts identified below apply only to Series 2101 Airway Transportation System Specialist (ATSS) employees who are included in the PASS Technical Operations bargaining unit [bargaining unit status (BUS) code 0067] (hereinafter referred to as "Series 2101 ATSS"), including any employee who is hereafter hired into, or reassigned to, or otherwise permanently placed in, a Series 2101 ATSS role and included in the BUScode 0067 bargaining unit.
- (b) As used herein, the term "Series 2101 ATSS" includes Series 2101 ATSS employees who are currently on a temporary assignment i.e., detail, reassignment, or promotion to a non-Series-2101-ATSS position but are scheduled to return to their Series 2101 ATSS position at a future time.

Section 2. Pay Structure for Series 2101 ATSS Employees.

- (a) The base pay of Series 2101 ATSS employees in the F, G, H, I, and J band will be set consistent with the following minimum amounts:

Minimum Base Pay for Series 2101 ATSSs	
• F-band	\$59,924.00
• G-band	\$64,718.00
• H-band	\$69,895.00
• I-band	\$75,487.00
• J-Band	Band Minimum

Consistent with the Parties' Collective Bargaining Agreement (CBA), dated October 29, 2017, the above-identified figures will be adjusted (normally on an annual basis in January of each year) by the same percentage as the corresponding pay band.

(b) H-band Series 2101 ATSS Employees. H-band employees will have their base pay set based on their entry on duty (EOD) date and consistent with the following:

Base Pay for H-Band Series 2101 ATSSs EOD Date	
<i>FAA Entry on Duty Date</i>	<i>Base Pay</i>
2021	\$69,895.00
2020	\$69,895.00
2019	\$69,895.00
2018	\$69,895.00
2017	\$69,895.00
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1997	\$84,297.00
1996	\$85,189.00
1995	\$86,081.00
1994	\$86,973.00
1993	\$87,122.00

The H-band Series 2101 employee's EOD date is the date provided in the FAA's personnel database.

(c) If a Series 2101 ATSS employee's current base pay exceeds the applicable amount identified above, the employee's base pay will not be changed until such time that the employee is entitled to a pay increase in accordance with:

- (i) the Parties' CBA, as clarified herein; or
 - (ii) relevant FAA policy or other rule or regulation.
- (d) No Series 2101 ATSS employees, including those whose base pay was set in accordance with the Technical Operations February 28, 2020, Memorandum (February 28 Memo), will have their base pay reduced as a result of the Parties entering into this Settlement Agreement.
- (e) Annual base pay increases, as referenced in Article 124, Section 4, of the CBA will not be affected as a result of the Parties entering into this Settlement Agreement.
- (f) A Series 2101 ATSS employee who is promoted to a higher pay band will have his/her base pay set consistent with Article 124, Section 7, of the Parties' CBA or the terms of this Settlement Agreement, whichever is greater.
- (g) Series 2101 ATSS employees' base pay shall not exceed the applicable pay band's maximum as a result of the Parties entering into this Settlement Agreement.

Section 3. Processing the Base Pay Adjustment. Eligible Series 2101 ATSS employees will receive the pay increase identified in subsection 2(a) and 2(b) in the form of a one-time adjustment to their base pay.

- (a) The FAA expects to begin applying the base minimums, and processing the one-time base pay adjustments, as soon as feasible after signing this Settlement Agreement.
- (b) The FAA maintains sole discretion with regard to processing the base pay adjustments for the Series 2101 ATSS employees on a temporary assignment, as referenced in subsection 1(b) above. Specifically, the FAA may process the pay adjustments on a case-by-case basis (e.g., end the employee's temporary assignment for one (1) pay period, adjust the employee's pay, and, beginning the next full pay period, reassign the employee to the temporary assignment; adjust the employee's pay at the conclusion of the temporary assignment; or any other appropriate method).

Section 4. Effective Date of the Base Pay Adjustments. All base pay adjustments (minimum band amounts and the one-time base pay adjustment), including those for employees on a temporary assignment, will be effective beginning the first full pay period after the date on which the individuals identified below sign this Settlement Agreement.

Section 5. Clarified Application of In-Position Increases (IPIs).

- (a) When calculating the minimum number of IPIs that it must grant pursuant to Article 124, Section 10(a) of the Parties' CBA, the FAA will not account for Series 2101 ATSS employees. However, all Series 2101 ATSS employees will remain eligible to receive an IPI. Non-series-2101 ATSS employees also remain eligible to receive an IPI.
- (b) The total number of IPIs granted to employees in the BUS code 0067 bargaining unit will be five (5) percent of the total number of non-Series-2101 ATSS employees who are:

- (i) covered by the CBA; and
- (ii) eligible to receive an IPI.

The FAA, at its sole discretion, may award IPIs to more than five (5) percent of employees.





Section 6. The Union's Actions.

- (a) This Settlement Agreement shall represent and be understood as the Union's withdrawal of, or agreement not to pursue on behalf of an employee, the following:
 - (i) National Grievance GREV202000238;
 - (ii) All claims or grievances, whether active or in abeyance, that relate to Series 2101 ATSS employees' IPIs and that predate this Settlement Agreement; and
 - (iii) Any grievances related to the February 28 Memo where the employee was hired prior to February 28, 2020.
- (b) The Parties will meet within 30 calendar days of signing this Settlement Agreement to evaluate and discuss all grievances that pertain to the February 28 Memo. The purpose of the meeting is to determine whether the applicable grievances fall within the parameters of section 6(a)(iii) or are otherwise resolved through this Settlement Agreement. The Union agrees to keep each applicable grievance in abeyance until the Parties have adequately reviewed the matter. The Union further agrees to withdraw any applicable grievance that is resolved through this Settlement Agreement.
- (c) The Union agrees to waive its right to file, or pursue on behalf of an employee, any future claims regarding Series 2101 ATSS employees' entitlement to backpay in accordance with the February 28 Memo.

Section 7. Existing Agreements. Any existing agreement(s), written or otherwise, that conflict(s) with the terms herein shall be superseded by this Settlement Agreement.

Section 8. Non-Precedential. The terms of this Settlement Agreement do not establish precedent and may not be used as a basis by the Parties, or any organization representing employees of the FAA, to seek or justify similar terms in any subsequent dealings, including negotiations of any kind. This Settlement Agreement is based solely on the present facts and circumstances and may not be used as comparison in any other case.

This Settlement Agreement constitutes the complete understanding between the Parties and is intended to address pay inconsistencies among the current Series 2101 ATSS employees. No other related promises or agreements shall be binding unless agreed upon by the Parties. Unless specifically identified herein, the terms of the existing CBA remain in full force and effect. This Settlement Agreement does not constitute an admission, by either of the Parties, of any violation of any federal law, rule or regulation. By signing below, the Parties agree that they have read and understand the terms and conditions of this Settlement Agreement. Furthermore, the Parties enter into this Settlement Agreement freely and without reservation, duress, or coercion.

FOR THE UNION – PASS:	FOR THE AGENCY – FAA:
 <div style="text-align: right;">4-8-21</div>	<hr/>
Mike Perrone Date National President	Jeff Planty Date Vice President, AJW
 <div style="text-align: right;">4/8/21</div>	<hr/>
Carlos Aguirre Date National Secretary-Treasurer	Douglas Edwards Date Collective Bargaining Division, AHL-300
 <div style="text-align: right;">4/8/21</div>	<hr/>
Dennie Rose Date General Counsel	<hr/>
 <div style="text-align: right;">4-8-21</div>	<hr/>
Stefan Sutich Date Deputy General Counsel	<hr/>

Agency Head Review:

_____ Date