


### APPENDIX III - LETTER OF AGREEMENT (LOA) TO RETAIN MOAs/MOUs

The Parties hereby agree that the following agreements shall remain in full force and effect for the term of the successor agreement to the Parties' Collective Bargaining Agreement, dated January 2025, unless otherwise indicated:

1. NextGen Representatives (6/25/2015)
2. ERAM and SE/TR (1/28/2016)
3. T-SAP (2/1/2017)
4. Security Executive Agent Direction 3 (SEAD-3) (9/19/2018)
5. Offshore Precipitation Capability (OPC) and SOP for OPC (9/20/2018)
6. OPM Special Pilot Pay (10/18/2019)
7. ATO Technical Training Management (3/10/2020)
8. Flight Program Operations ASAP for Pilots (9/3/2020)
9. NASTEP Virtual Visits (2/2/2022)
10. Flight Program Operations ASAP for Dispatchers (3/31/2022)
11. ASAP for Mission Specialists (3/31/2022)
12. Aviation Safety Information Analysis and Sharing (ASIAS) Program (10/25/2022)
13. OCC to SOC Pilot (2/23/2023)
14. CAMPS Pilot (5/1/2023)
15. Trusted Workforce 2.0 – RAP Back (7/12/2023)
16. National Tower Assessment (NASETS) (9/5/2023)
17. SMART Facility Pilot (1/12/2024)
18. Telematics in GOVs (3/5/2024)
19. Nantucket Pay Differential (4/16/2024)
20. Live Video During Zoom/Team Meetings (12/18/2024)
21. Flight Operational Quality Assurance (FOQA) (12/20/2024)

Signed this 14<sup>th</sup> day of January 2025.

For PASS:

  
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Dennie Rose  
General Counsel

For the FAA:

  
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Juan Restrepo  
Labor Relations Specialist, AHL-300

## APPENDIX III-1 NextGen Representatives (6/25/2015)

### Memorandum of Agreement Regarding PASS NextGen Representative

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists (“PASS” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”) collectively known as “the Parties”. This agreement represents the complete understanding between the Parties concerning the position of the PASS NextGen Representative. The Parties have agreed to establish a PASS NextGen Representative position as a first step in a program that will lead to full participation by PASS in the development and implementation of NextGen.

#### **1. Designation and Role**

PASS may designate a national PASS NextGen Representative to the NextGen Solution Integration Group. The role of the NextGen Representative is to provide a consistent communications link between PASS and the Agency regarding all aspects of the NextGen initiative. The NextGen Representative shall be afforded a reasonable amount of duty time to communicate with PASS regarding the status of the NextGen initiatives. The PASS NextGen Representative shall be the conduit between PASS and the Agency regarding the selection of the bargaining unit employees for additional NextGen related activities in accordance with the Article 13 SOP. The Representative shall facilitate the resolution of issues related to NextGen initiatives with the objective of reducing or eliminating issues in advance of any formal negotiations with the Union.

#### **2. Scope of Duties**

In collaboration with PASS the Agency has determined the scope of the duties as follows: The Representative will offer advice and guidance regarding PASS participation in NextGen Initiatives and will provide operational expertise in the assessment of NextGen Concepts and Initiatives. In that regard, the Representative will be responsible for providing operational expertise in the full cycle of development for NextGen Concepts to support the transition of new operational capabilities that insure safety and improve system efficiency. The concepts are matured across three general phases Concept Evaluation, Concept Development and Concept Evaluation. The FAA conducts a wide variety of initiatives such as analysis, feasibility studies, technical evaluations, human in the loop simulations and field demonstrations. The Representative will provide guidance on operational needs, requirements, rules and procedures and will serve as a member of multiple teams responsible for conducting the detailed analyses required to mature new capabilities.

Examples of project assignments include:

- a. Conducts an analysis of the NextGen portfolio of projects and provide expertise on the elements that are at the appropriate maturity level to identify operational needs, requirements and/or challenges.
- b. Assist in defining required operational support in the assessment of system requirements, development and implementation.

- c. Assist in determination of required operational expertise in trials to demonstrate proof of concept in NextGen system performance and operations.
- d. Provide general support to initiatives necessary to ensure successful transition of NextGen Concepts and prepare various analysis, proposals, reports and briefings in support of activities to support proper planning of development activities such as,
  - Cognitive Walkthroughs to flush out details of operational concepts,
  - Rapid prototyping development, and
  - Operation Evaluation Plans for system demonstrations.

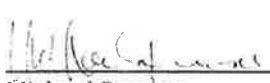
**3. TDY Travel Cost**

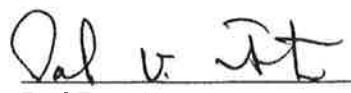
The NextGen Office will be responsible for all of the PASS NextGen Representative travel expenses, including lodging, per diem as allowable on a long-term basis and travel associated with the work assignment. Extended stay per diem will be paid at a fixed rate as described in the travel policy. Any and all reimbursements for travel expenses, including per diem, shall be in accordance with the FAATP, unless otherwise specified in the Parties 2012 Collective Bargaining Agreement.

**4. Limitations**

The PASS NextGen Representative is acting in a pre-decisional and collaborative manner only and is not authorized to engage in bargaining on behalf of PASS. This agreement by the Parties does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

This Memorandum of Agreement is effective this \_\_\_ day of June 2015, and shall remain in effect for the duration of the 2012 Collective Bargaining Agreement unless mutually agreed upon.

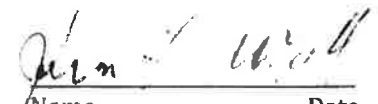
  
 \_\_\_\_\_  
 Michael Perrone  
 PASS National President

  
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 Paul Fontaine  
 ANG-C

  
 \_\_\_\_\_  
 Carol McCrahey  
 AHL-300

6/25/2015

Agency Head Review

  
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 Name Date

## APPENDIX III-2 ERAM and SE/TR (1/28/2016)

### Memorandum of Agreement between the Federal Aviation Administration (FAA) and the Professional Aviation Safety Specialists (PASS) Regarding En Route Automation Modernization (ERAM) System Enhancement/Technical Refresh (SE/TR)

This Agreement is made between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties." This agreement represents the complete understanding between the Parties concerning all issues regarding the development, implementation and deployment of ERAM SE/TE.

#### Union Representatives

1. PASS may designate one (1) Bargaining Unit Employee (BUE) to serve as the PASS National SE/TR Union Representative. The Union Representative is authorized to participate in all meetings with stakeholders on ERAM SE/TR. When the Agency determines that meetings or briefings shall be conducted face-to-face, on duty time, travel and per diem shall be provided for all meetings and briefings, to include a reasonable amount of time for travel to attend. If the Agency pays for some to meet face-to-face, it must pay for all to meet face-to-face.
  - a) The Union Representative shall be invited to participate in briefings and meetings of any workgroups or boards established at the national level regarding the development, testing, training, implementation and deployment of ERAM SE/TR. The Agency shall be responsible for notifying the Union Representative of these meetings with sufficient time to make necessary arrangements. If the union representative is unable to attend the meeting, the agency will provide written minutes within five (5) business days. Computer/phone access and other resources required by the program office shall be provided to the Union Representative. Where space is available, the Agency will make a private office available for the Union Representative to use when participating in ERAM SE/TR activities. If such space is not available at his/her facility of record, the representative will be permitted to work off premises.
  - b) The Agency shall promptly provide the PASS National Representative with written updates whenever any changes are made to the waterfall schedule.
  - c) The Union Representative shall be provided the opportunity for input to the ERAM National Packaging Team. The representative will have access to all documentation and included in any activities that may take place in developing, implementing and deploying any ERAM SE/TR.

2. PASS may designate one (1) bargaining unit employee (BUE) to serve as the Union ERAM Training Representative. The Training Representative is authorized to participate in meetings, briefings, related to ERAM Training as set forth below. When the Agency determines that meetings or briefings shall be conducted face-to-face, duty time, travel and per diem shall be provided for all meetings and briefings to include a reasonable amount of time for travel to attend. The Training Representative shall participate in development activities related to ERAM SE/TR Tech Ops Training. This includes but is not limited to:
  - a) Periodic reviews of FAA Academy training for ERAM. Ensuring inclusion of content related to ERAM System Enhancements/Technical Refresh.
  - b) Development of training updates, refresher training, on-the-job training, and training related to certification.
  - c) Technical Operations Workgroups that deal with ERAM System Management and Maintenance.
  - d) Development of Delta Briefings, and other briefings related to enhancements delivered with ERAM SE/TR.
  - e) Review of changes to FAA Maintenance Handbooks, Technical Instruction Books, orders and associated publications that impact ERAM System Management and Maintenance, or other activities performed by PASS BUE's.
  - f) In addition to contractual notification requirements, the Training Representative shall be provided thirty (30) days advance notification and the opportunity to comment on any changes that may be required as a result of ERAM SE/TR.
3. The Agency agrees to provide PASS a copy of the Implementation Strategy Planning Document (ISPD) as required by the the Acquisition Management System (AMS), along with a copy of the Integrated Logistics Support Plan (ILSP). The Agency shall provide written updates to these documents when they are revised.
4. Included by record in this Memorandum of Agreement is the Parties' attached agreement on the System Management and Maintenance User Team established within the ERAM SE/TR.
5. This Agreement shall be effective upon completion of agency head review or 30 days after it has been signed by the Parties, whichever occurs first, and shall run for the duration of the current 2012 PASS/FAA CBA.


For PASS:

For the Agency:

  
Date 1/28/16  
Mike Perrone, PASS National President

  
Date 1/12/16  
James D. Limney, AJM-1

  
Date 1/28/16  
Michael Riso, PASS National Assistant

  
Date 1/12/16  
David E. Spencer, AJW-1

  
Date 1/12/16  
Carol McCrory, AEL-300

  
Date 1/13/16  
Mark DePlacco, AJC-L

Agency Head Review

  
Date 1/28/16  
John McFall, Director, Office Employee and Labor Relations

# ERAM System Enhancements/Technology Refresh (SE/TR)



System Management & Maintenance  
User Team Document  
October 2015

**Background:** ERAM provides automation services for the End Route domain at the twenty Continental United States (CONUS) Air Route Traffic Control Centers (ARTCCs) with full functionality on two redundant channels. It provides enhanced Surveillance Data Processing (SDP), enhanced Flight Data Processing (FDP), Data Communications (Data Comm) Processing (DCP), and a supporting infrastructure, which includes training, simulation, enhanced support software, and M&C capabilities.

In addition, new capabilities are being deployed in releases, prior to the enhancements to be deployed as part of the ERAM Systems Enhancements and Technical (Tech) Refresh program (baselined to complete in FY17). The ERAM System Enhancements and Tech Refresh investment package will include system engineering, software development, and hardware engineering, as well as upgrades and the technical refresh of the system hardware and operating system for ERAM.

**Purpose:** This System Management and Maintenance User Team document establishes the parameters of PASS's participation in ERAM System Management & Maintenance (SMM) User Team activities that deal with maintainability, supportability and implementation issues, inclusive of member roles and responsibilities. It defines the scope of User Team activities regarding the delivery, installation, implementation, maintainability, supportability and achievement of operations on fielded ERAM program deliverables, in a manner consistent with other modernization programs. This document supplements and provides governance for the roles, responsibilities and procedures outlined in the AJM/AJW En Route MSSE Tech Ops National Issues Resolution Process document. Within 90 days from the signing of the ERAM SE/TR MOU, the National Issues Resolution Process document will be revised to reflect the impact of these agreements.

Phases of ERAM to be covered by this document:

- ERAM System Enhancements/Technical Refresh program scope (FY13 through FY17).

**ERAM System Management & Maintenance (SMM) User Team Activities:**

The ERAM SMM User Team will resolve issues related to the delivery, installation, implementation, and achievement of operations, including but not limited to:

- Establishing goals and defining timelines for implementation of ERAM SMM User Team initiatives.
- Providing support to each facility during the various enhancement phases, assisting with local impact and implementation issues as determined to be necessary.
- Addressing issues relating to the development, testing, procedures, training, deployment, evaluation and implementation of the enhancement phases of the ERAM program.
- Supporting Operational Evaluation (OPSEVAL) of ERAM related activities as noted below

Process	Exit Criteria
Document system anomalies for origination of PRs, origination of viable workarounds, and origination of awareness items	Documentation opened against each issue
Demonstration of fixed PRs of Interest	Validation occurs at this point
Demonstration of new SIGs/PREDs of Interest	Validation occurs at this point
Basic functionality (PAS/SAS), issuing commands, basic SOC duties, Cert scenarios etc., and core functionality procedures	Validation against a checklist (PMO) to ensure core functionality for Tech Ops



- SSM Validation will be conducted at key site. For pre-deployment validations occurring at the Tech Center, notification will be provided, and User Team participation will be solicited when the release schedule allows.
- Supporting Key Site Testing as noted below

Process	Exit Criteria
SMM User Team will be an integral part of the key site planning and the development of the key site plan	Issues identified must be included on Site Test NAR
Program Office/SLE should provide Engineering support to document and resolve Tech Ops items	On site assistance will be determined during SMM User Team key site planning

- Supporting Technical Instruction Manual Changes
- Support the resolution of issues related to ERAM such as Problem Reports, Enhancement Requests, and other implementation issues that require User Team analysis.
- Reviewing and providing input for Safety Risk Management (SRM) activities related to ERAM.
- Identifying and updating the content of all National ERAM training related materials and activities in coordination with AJV and AJI, including Delta Briefings and development of plans related to local training support.

**OPSEVAL Participant Requests:** SME requests shall adhere to the established Article 13/SME process developed between the FAA and PASS.

**User Team Duty Status and Support:** Union subject matter experts on the ERAM System Management & Maintenance (SMM) User Team shall be in a duty status for all ERAM activities, to include a reasonable amount of time for travel when necessary. The ERAM SMM User Team members shall be provided with access to computers, phones, and other resources that may be required to properly fulfill their roles, when such workspace is available. User Team members may perform their work off premises after coordination with both team leads.

**User Team Roles and Responsibilities:** The following are the descriptions of the ERAM System Management & Maintenance (SMM) User Team member's responsibilities and their roles for the purpose of this initiative. One FAA and one PASS representative will serve as Co-Leads for the ERAM SMM User Team. The Co-Leads will define the objectives for the team. Specific responsibilities of each co-lead are listed below.

- **The FAA Co-Lead** – Responsible for coordinating with the FAA Stakeholders on issues related to User Team activities such as travel funding, support, testing facilities, etc. Provides programmatic and other related input in all ERAM SMM User Team activities. It is the responsibility of the FAA Co-Lead to ensure coordination with FAA offices with regard to any new requirements as identified by the User Team. The Agency will be responsible for notifying the PASS Co-Lead of any such activities.
- **PASS Co-Lead** – Provides input on maintainability, supportability, and implementation issues, and participates as a SME in all ERAM SMM User Team activities related to Technical Operations issues. The PASS Co-Lead, or their designee, will be invited to participate in all User Team activities, including subgroups created by the national User Team. It is understood that subgroups may be scheduled to meet simultaneously
- **Team Members** – Provides input on maintainability, supportability, and implementation issues, and participates as a SME in ERAM SMM User Team activities as assigned by the Co-Leads. The Co-leads,

based on system expertise needed and knowledge of required process, will determine the number of ERAM team members collaboratively under the scope of this document.

- **FAA Team Members** – The agency will designate employees to serve on this team to ensure operational and technical representation that reflects the configurations of sites and systems covered under this document. The intent is to have team representation for program requirements, Program Management, Second Level Engineering, Implementation, System Engineering, and Technical Operations.
- **PASS Team Members** – The Union will designate bargaining unit employees to serve on this team to ensure technical representation that reflects the configurations of sites and systems covered under this document. The intent is to have SME's on the ERAM SMM User Team from an existing ERAM ARTCCs. The amount of time required for team activities will be determined through the scoping of the workload.

**Other Support:** Other SME individuals (e.g., test and evaluation, requirements support, and contract support), while not actual members of the ERAM System Management & Maintenance (SMM) User Team will provide necessary support and input, and are essential for the ERAM SMM User Team to meet their goals. Additional resources may be used to augment the ERAM SMM User Team activities.

**Authority:** The FAA and PASS Co-Leads will oversee activities of the ERAM System Management & Maintenance (SMM) User Team under the scope of this document. The ERAM System Management & Maintenance (SMM) User Team will work collaboratively to reach agreement to make decisions. The ERAM System Management & Maintenance (SMM) User Team may establish sub-groups to address specific issues as identified by the ERAM System Management & Maintenance (SMM) User Team. Should the subgroups be unable to reach an agreement through consensus, the issue will be elevated to the Co-Leads to resolve collaboratively. If the Co-Leads are unable to reach an agreement on any portion of the project, the matter will be handled in accordance with Article 70 of the Parties' CBA.

**Communications:** The ERAM System Management & Maintenance (SMM) User Team shall collaboratively document, communicate, and archive agreements. The User Team shall provide regular communications by drafting, reviewing and concurrence on the content before distribution beyond the group itself.

**APPENDIX III-3a T-SAP (2/1/2017)**

**Memorandum of Agreement  
between the  
Federal Aviation Administration  
and the  
Professional Aviation Safety Specialists (AFL-CIO)**

**Re: Aviation Safety Action Program for Professional Aviation Safety Specialists (AFL-CIO)**

The Federal Aviation Administration (“FAA” or “Agency”) and the Professional Aviation Safety Specialists (AFL-CIO) (“PASS” or “Union”), hereinafter referred to as the Parties, voluntarily and without coercion enter into the following memorandum of agreement (“Agreement” or “MOA”) pertaining to the parties’ participation in an Aviation Safety Action Program (ASAP) in the FAA’s Technical Operations Service. This ASAP program will be known as the Technical Operations Safety Action Program (T-SAP), and will operate in accordance with ICAO Safety Management Manual (Doc 9859-AN/474).

**Section 1. PURPOSE.** The FAA and the PASS are committed to improving aviation safety. Each party has determined that safety would be enhanced if there were a systematic approach for ATO employees represented by PASS and covered by this MOA to promptly identify and voluntarily report potential aviation safety hazards. The purpose of T-SAP is to foster a voluntary, non-punitive and cooperative environment where employees may report aviation safety events, problems and/or concerns and/or non-compliance with FAA Directives (hereinafter referred to “aviation safety” concerns) observed while acting in their official capacity as an employee, without fear of discipline or Air Traffic Safety Oversight Service (AOV) credentialing action. The components of T-SAP include the collection, analysis, and retention of aviation safety data reviewed and acted upon by ATO, AOV and PASS. This program applies to the collection of documents, personnel, procedures, systems and services that the ATO uses in providing aviation safety services.

**Section 2. BENEFITS.** This program will foster a voluntary, cooperative, non-punitive environment for the open reporting of aviation safety concerns. Through such reporting, all parties will have access to valuable safety information that may not be otherwise available. This information will be used to identify and address aviation safety concerns.

**Section 3. APPLICABILITY.** This T-SAP MOA applies to ATO employees covered by the CBA engaged in and/or supporting Air Traffic Services with the exception of Flight Inspection Services and Mission Support as described in Appendix I of the CBA.

**Section 4. REPORTING PROCEDURES.** When an employee observes or experiences an aviation safety concern, the employee should document the observation/experience in a T-SAP report, through a website, presently [www.T-SAP.org](http://www.T-SAP.org). The Agency will monitor access to ensure only individuals assigned to T-SAP and with a need to know are granted privileged access to the

system. The PASS representative(s) will continue to have the ability to monitor who has privileged access to [www.T-SAP.org](http://www.T-SAP.org). Voluntary Safety Reporting Program (VSRP) data is protected under 14 CFR, Part 193. The employee should complete a separate report for each aviation safety concern in sufficient detail so that it can be evaluated by the Event Review Committee (ERC), including but not limited to a detailed description of the issue, relevant background material, past efforts and forums used to resolve the aviation safety concern and any other relevant considerations. Failure by an employee to initially describe an event or concern in adequate detail shall not be the basis to exclude a report.

a. An employee has the right to file a T-SAP report on duty time, if otherwise in a duty status.

**b. Time Limits.**

i. When the aviation safety concern could not have been learned by the Agency but for the report submitted by the employee, and all evidence of the event is predicated on the report, that report is determined to be 'Sole Source.' If the ERC through consensus agrees that a report is 'Sole Source' it will be accepted regardless of the time frame within which it was submitted, provided it meets all other acceptance criteria of this MOA. It is possible to have more than one 'Sole Source' report for the same aviation safety concern.

ii. For a report that is not 'Sole Source', as defined above, the employee must report the aviation safety concern within one working day, absent extraordinary circumstances. When a covered employee submits a report that is not 'Sole Source', the ERC will review all available information to determine through consensus whether the individual was aware or should have been aware of the possible aviation safety concern. If it is determined that the employee was not aware nor could reasonably have been aware of the aviation safety concern, the report will be accepted by the ERC, provided it meets all other acceptance criteria of this MOA. Through consensus the ERC can determine to accept "untimely" reports if in their opinion acceptance of the report would or could improve aviation safety.

c. **Non-reporting employees covered under this MOA.** If a T-SAP report identifies another covered employee experiencing an aviation safety concern, and that employee has not submitted a separate report, the ERC will determine through consensus on a case-by-case basis whether that employee knew or reasonably should have known about the possible aviation safety concern. If the ERC determines the employee did not know or could not have known about the possible aviation safety concern, and the original report otherwise qualifies for inclusion under T-SAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own T-SAP report within one working day. If the non-reporting employee submits his/her own report, that report will be afforded the same consideration under TSAP as the report from the original reporting employee, provided all other T-SAP acceptance criteria are met.

**Section 5. T-SAP STRUCTURE & RESPONSIBILITIES.** T-SAP is structured as follows:

- a. T-SAP Program Office (T-SAPO)/Program Manager (T-SAPM).** The T-SAP Program Office will provide oversight of the program and serve as the focal point for information and inquiries.

The T-SAPO will:

- i. Receive initial reports and provide an electronic receipt to the employee.
- ii. Notify the ERC of receipt of a T-SAP report.
- iii. Maintain a database that continually tracks each report and the recommendation for correcting or remedying aviation safety concerns.
- iv. Submit quarterly reports disclosing the number of reports received, accepted and excluded. This report will also include the five most common aviation safety concerns raised with the associated corrective recommendation. This will be published on a designated T-SAP web page.
- v. Ensure proper implementation of the program in the Service Areas, and regularly communicate program requirements to affected and eligible employees and/or appropriate groups in collaboration with PASS.
- vi. Develop and maintain annual program budgets and ensure the program accomplishes established program goals.
- vii. Ensure proper maintenance and availability of the T-SAP database for the purpose of tracking submitted reports, including but not limited to ERC-recommended training, Technical Information Requests (TIRs), Corrective Action Requests (CARs).
- viii. Monitor program risks including but not limited to changes in program funding, program requirements, and cost estimates through established processes.
- ix. Coordinate with other VSRPs, as needed, to promote data sharing and resolution of identified aviation safety concern in collaboration with PASS.

- b. TechOps Event Review Committee (ERC).** The ERC is a three-member group comprised of one (1) AJW primary representative and one alternate, one (1) PASS primary representative and one alternate, and one (1) AOV primary representative and one alternate. An alternate representative may serve as primary in the absence of the primary ERC member. Each party will select their own representatives.

- i. The ERC will review and analyze reports submitted by employees covered by this MOA, identify actual or potential aviation safety concerns from the information contained in the reports, and propose solutions for those concerns in accordance with FAA Order 8040.4A, Safety Risk Management Policy, dated 4/30/12, and Air Traffic Organization Order 1000.37A, Air Traffic Organization Safety Management System, dated 5/30/14.

- ii. The ERC will conduct a 12-month review of the T-SAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of aviation safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends. The specific methodology of this review will be outlined in the administrative manual referenced in Section 12 of this MOA.
  - iii. Provide input to a variety of reports or briefings for management and other groups outside the ATO in collaboration with the TSAPO.
  - iv. Within fourteen (14) days subsequent to the implementation of this MOA, PASS will designate in writing a primary and alternate ERC representative. The primary and alternate PASS ERC representative shall be granted eighty (80) hours of official time per pay period.
- c. Analysts.** The T-SAP Program Office will maintain a complement of T-SAP analysts, to include at a minimum two (2) analysts from the PASS bargaining unit. The PASS analysts will be responsible for redacting and preparing new T-SAP reports for ERC review. Additional tasks include subsequent requests for additional information and/or fact finding on submitted reports as directed by the T-SAPO and/or by ERC consensus. The assignment of such analysts will be as follows:
- i. The Agency will notify PASS of its intent to select and fill a T-SAP analyst from the PASS bargaining unit. PASS will determine if it will solicit for volunteers to support the Agency's action. If PASS determines it will solicit for volunteers PASS will issue a call for volunteers and receive responses. A list of recommendations will be submitted to the T-SAPO for consideration.
  - ii. Employees recommended by PASS must meet the technical requirements, if any, identified by the T-SAPO.
  - iii. The Agency will consider the list of recommendation(s) submitted by PASS. If the Agency does not intend to select an employee from the initial list, PASS will be provided an opportunity to submit an additional list of recommendations to the T-SAPO. The Agency will notify PASS of its final selection(s). The Agency will coordinate the release of the analyst(s) with the appropriate Service Area(s).
  - iv. If the Agency decides to remove a bargaining unit employee from an analyst position it will provide notice to PASS and the employee as to the reasons for the decision. PASS will be given a reasonable opportunity to respond to that notice. If the employee is removed, the position will be filled in accordance with this Section.
  - v. Upon implementation of this MOA, the PASS bargaining unit employees

currently designated as analysts will continue serving in this capacity.

- d. T-SAP Steering Committee.** The Steering Committee is a three-member group comprised of an executive representative from ATO and AOV and a representative from PASS, tasked with oversight of T-SAP. A Steering Committee member is excluded from also being an ERC member. Within fourteen (14) days subsequent to the implementation of this MOA, the Parties will designate in writing their T-SAP Steering Committee representative. The PASS representative shall be granted official time, if otherwise in a duty status, for all T-SAP Steering Committee activities. The Committee will meet at least quarterly unless mutually agreed upon otherwise. The Committee will operate as follows:
- i. The Committee will conduct a periodic review of the progress of T-SAP, examining significant trends and resolution of any outstanding T-SAP aviation safety concerns.
  - ii. Upon request of an ERC member, the Committee will review and by consensus reconcile a report when the ERC is unable to reach consensus. The review will be limited to an assessment of the ERC's overall effort to reach consensus on the report. The Committee will either 1) remand a report back to the ERC for further discussion and effort; 2) conclude that the ERC exhausted all reasonable efforts to reach consensus and the report will be excluded; or 3) any other action deemed appropriate by the Committee.

#### **Section 6. ERC PROCESS.**

- a. The ERC will convene not less than twice per month, as scheduled by the ERC with the approval of the T-SAPO. If the ERC determines additional meetings are required to satisfy the work requirements of the program, including need to acquire time-critical information, additional meeting(s) may be scheduled by the ERC with the approval of the T-SAPO.
- b. The ERC will determine the location and date(s) of each meeting, in consultation with, and the budgetary approval of, the T-SAPO, prior to the commencement of the meeting. The T-SAPO will provide an up to date list of new reports and open reports. ERC representatives are expected to attend in person or by any other means the ERC deems appropriate, with the approval of the T-SAPO. T-SAP meetings may be held in person, via telephone or video teleconference (VTC/GTM) or any combination of these options dependent on report volume and budgetary requirements.
- c. The ERC will review and analyze the list of new and open reports and will make its decisions involving T-SAP aviation safety concerns by consensus. ERC representatives are expected to review all new and open reports prior to the commencement of the meeting. Under T-SAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe a particular decision or recommendation is the most desirable

solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of aviation safety. In order for this concept to work effectively, each ERC representative shall be empowered to make independent decisions within the context of the ERC discussions on a given report, in conformance with this MOA. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action that should be taken as a result of the report. The corrective action process would include working the aviation safety concerns with the appropriate stakeholders that have the expertise and responsibility for the safety area of concern. The consensus decision-making process relies on the ability of each ERC member to represent their organization to the best of their ability without any outside interference. In the event there is not a consensus of the ERC on decisions concerning a report and upon request from one ERC member, the ERC will utilize a facilitator to assist in gaining consensus. If the ERC remains unable to reach consensus, the report will be forwarded to the Steering Committee if requested by at least one ERC member.

- d. For reports related to aviation safety, including reports involving possible noncompliance with directives, the ERC will analyze the report, conduct interviews of reporting specialists, and gather additional information concerning the matter described in the report, as necessary.
- e. The ERC should make recommendations to AJW and other Lines of Business (LOBs) for corrective action for systemic aviation safety concerns. For example, such corrective action might include changes to procedures, standard operating procedures, or modifications to the training curriculum. Any recommended changes that affect AJW or other LOBs will be forwarded through the T-SAPO to the appropriate LOB for consideration and comment, and if appropriate, implementation. The FAA will work with PASS in its development of appropriate corrective action(s) for systemic aviation safety concerns. If such actions are subject to bargaining, the Parties will negotiate in accordance with Article 70 of the CBA. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.
- f. While all reports will not warrant a corrective action, the data contained within an accepted report will be included in the T-SAP database to support future trend analysis. For those reports that do warrant a corrective action, the corrective action process would include identifying the aviation safety concern with the appropriate stakeholders that have the expertise and responsibility for the safety area of concern. If a report is excluded, the report will be purged from the system after the reason for exclusion has been captured.
- g. All reports shall be fully evaluated and, to the extent appropriate, investigated. The ERC shall not be restricted from requesting specific remedies or corrective actions within the terms of this MOA.



- h.** Investigations by the ERC may include, but are not limited to, interviews of reporting specialists, supervisors, management officials and other efforts to gather additional information concerning the matter described in the report, as necessary.
- i.** The ERC may utilize T-SAP Information Request (TIR) to obtain information. This is a written document sent by the ERC soliciting information relating to an identified potential safety concern. It is intended to allow direct communication at the appropriate levels and provide the ERC with critical data from various parties. A TIR is delivered electronically via the T-SAP Program Office, and are directed to the appropriate Office of Primary Responsibility (OPR).
- j.** The ERC may issue a corrective action request (CAR). This is a formal request initiating action to resolve an identified safety concern. A CAR informs the recipient of an identified aviation safety concern providing specific information to the responsible organization, and may provide specific recommendations. For example, recommendations may include changes to directives, adjustment of timelines, formation of a workgroup, changes to the national/local training curriculum.
- k.** Any corrective action recommended by the ERC for a report accepted under T-SAP must be completed to the satisfaction of all members of the ERC. If the LOB fails to complete the recommended corrective actions, the aviation safety concern will be referred to AOV and/or the T-SAPO for further action, as appropriate. The ERC will be updated as to the status of the aviation safety concern. If the LOB fails to complete the recommended corrective action to the satisfaction of all members of the ERC, the aviation safety concern will be elevated to the next level within the applicable LOB for resolution.

## **Section 7. JURISDICTION.**

- a. Acceptance of a T-SAP Report.** An employee's T-SAP report is considered accepted after a consensus decision by the ERC is reached in conformance with this MOA identifying that a report meets program criteria. Each ERC member has a duty to apply the acceptance and exclusion criteria in conformance with this Agreement.
- b. Categories of T-SAP Report Handling.** A report submitted by a covered employee will either be accepted or excluded, based upon the criteria contained within this Section. Any report that is excluded, the Report ID will be retained and the synopsis of the risk and reason for exclusion will be captured within the system for the report.
  - i. Criteria for Exclusion.**
    - 1. Reported aviation safety concern involving criminal activity, substance abuse, controlled substances, alcohol, or falsification. The FAA may use the content of such reports for enforcement purposes and will refer such reports to an appropriate FAA office

and/or law enforcement agency;

2. Reports that are not actually or potentially connected to aviation safety;
3. Reports of any unsafe/unhealthful working condition, including reports of injury, that are not connected to aviation safety;
4. Reports initially accepted that are either open or closed where it is determined after investigation and/or evidence obtained outside of an investigation reveals the report should have been excluded for one of the reasons described in this subsection;
5. Reports not submitted within the timeframes set forth in Section 4c of this MOA, unless the ERC reaches a consensus to accept. These reports will be reviewed on a case-by-case basis of facts;
6. A report that was initially accepted where the submitter subsequently failed to successfully complete a corrective action requested or recommended by the ERC, unless the ERC reaches a consensus to the contrary; or
7. A report for which the ERC and, in turn, the Steering Committee fails to reach consensus on a decision based on a proper application of this MOA.

- ii. If upon completion of subsequent investigation, it is determined that a report was not validly excluded, the report will be referred back to the ERC for a determination of acceptance under T-SAP.

- c. Referral of Excluded Reports Related to Occupational Safety and Health (OSH).** A report filed in T-SAP that discloses an unsafe/unhealthful working condition that is not connected to aviation safety will be administered through the agency's OSH program. This type of report will be forwarded to the appropriate agency official with a copy to the PASS National Safety Representative.

The submitter will be notified that the ERC concluded that the unsafe/unhealthful working condition identified was excluded and T-SAP will not be processing the report. The communication will notify the submitter that his/her OSH issue was reported to the proper agency official for appropriate consideration and resolution. Upon completing this notification, the report and related information will be excluded from T-SAP.

- d. Reports Related to Physical Security and/or Cyber-Security Concerns.** The Agency retains its internal security rights related to a report filed in T-SAP that

discloses an aviation safety concern with a connection to security. This right may impact the processing of reports including responding to TIRs and formulating CARs.

**e. Compound Report.**

- i. The Parties recognize that certain reports may include an unsafe/unhealthful working condition and an observation/experience that has potential impact on aviation safety. In these cases, the aviation safety component of the compound report will be accepted, provided the report otherwise meets the acceptance criteria of this MOA. The OSH component of the compound report will be forwarded to the appropriate agency official with a copy to the PASS National Safety Representative.

The T-SAP intake portal will allow an employee submitting a T-SAP report to indicate whether the filed report contains information regarding an unsafe/unhealthful working condition, and whether or not the employee desires the report to be filed anonymously.

The T-SAPO will forward the contents of excluded reports of unsafe/unhealthful working conditions to the appropriate Agency officials in accordance with Agency policy and government wide regulations regardless if the submitter identifies that the report concerns an unsafe or unhealthful working condition upon submission.

- f. Notwithstanding the release of data described within this MOA, the data from excluded reports will be expunged from T-SAP.

**Section 8. USE OF THE T-SAP REPORT.** No part of the submitted report, in part or in whole, will be used to initiate or support any disciplinary action, or as evidence for any purpose or to support any credentialing or punitive action, except as provided in this Agreement. The agency will not retaliate against employees for utilizing the processes under this Agreement. The protections in this subsection go into effect upon the employee submitting their report, unless and until excluded under the terms of this Agreement.

**Section 9. EMPLOYEE FEEDBACK.** The ERC by consensus will provide regular feedback to the employees in collaboration with the TSAPO. A quarterly report will be published covering the number of reports received, the number of reports accepted and rejected, a list of the cumulative top five aviation safety concern raised, and corrective action recommendations and Corrective Action Plan results. This report may be published on a designated T-SAP page of the FAA Employee Website. Any employee who submitted a report may also contact the T-SAPO to inquire about the status of his/her report. In addition, each employee who submits a report accepted under T-SAP will receive individual feedback on the final disposition of the report.

**Section 10. CONFIDENTIALITY.** The intent of the T-SAP is to protect the identity of the employee reporting an aviation safety concern. Every effort will be made to maintain

the employee's confidentiality for reports within the terms of this MOA. Employee names and other identifying information will be redacted prior to review by the ERC, or posting it on the T-SAP website.

**Section 11. INFORMATION AND TRAINING.** The details of T-SAP will be made available to all employees and their supervisors in a collaborative manner amongst the Parties. Each covered employee and manager will receive written guidance developed by the Parties outlining the details of the program in a timely manner but no less than 2 weeks before the program is reinstated. All new-hire employees will receive training on the program during initial training.

Within forty-five (45) days subsequent to the implementation of this MOA, the Parties will meet to discuss training needs and to formulate a plan to deliver training to employees covered by this MOA, subject to the Agency's budgetary requirements.

**Section 12. RECORDKEEPING.** All documents and records regarding this program will be kept by the T-SAP Program Office in a manner that ensures compliance with applicable directives and law and made available to the Parties of this Agreement at their request.

**Section 13. ADMINISTRATIVE MANUAL.** Within ninety (90) days from the signing of this MOA the Parties shall meet to continue collaborating on the development of an Administrative Manual. This manual should be completed within ninety (90) days from the first meeting.

**Section 14. REVIEW PROCESS.** T-SAP is subject to review and renewal by the Parties twelve (12) months from the signature to this Agreement. Thereafter, T-SAP will be subject to review and renewal every twenty-four (24) months.


Revisions to this MOA shall be made by mutual agreement of the Parties. In the event of termination or modification of T-SAP, no employee will be adversely affected who acted in reliance on the terms of the program in effect at the time of report submission.

**Section 15. IMPLEMENTATION.** Upon implementation of this MOA, the T-SAP intake will be operational for the purpose of T-SAP reporting. The T-SAPO will make all necessary software changes to ensure compliance with Agency Directives, ICAO guidance, and this MOA. Future software changes and adaptations of the software will be through a collaborative effort between the Agency and PASS.

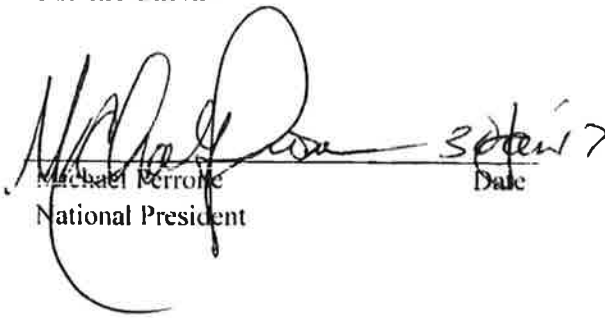
**Section 16. DURATION.** This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties, whichever comes first, and shall remain in effect for the full term of the Parties' successor collective bargaining agreement.

**For the Agency:**


**For the Union:**

  
\_\_\_\_\_  
Scott A. Malon  
Eastern Service Area Manager  
Office of LER Regional Operations


3/2/17  
Date

  
\_\_\_\_\_  
Michael Perroche  
National President


3/2/17  
Date

  
\_\_\_\_\_  
Vaughn A. Turner  
Vice President, Technical Operations  
Air Traffic Organization

1/31/2017  
Date


  
\_\_\_\_\_  
Terry L. Biggio  
Vice President, Safety & Technical  
Training  
Air Traffic Organization

1/31/2017  
Date

  
\_\_\_\_\_  
Anthony S. Ferrante  
Director, Air Traffic Safety Oversight  
Office  
Aviation Safety

1-31-2017  
Date

**Agency Head Review:**

  
\_\_\_\_\_  
Laura R. Glading  
Director, Office of Labor and Employee  
Relations  
Human Resource Management

2-1-17  
Date

**APPENDIX III-3b Addendum to the T-SAP MOA dated 2/1/2017**

The Parties agree the cited sections of the T-SAP MOA (2/1/2017) will be replaced by the following:

**Opening Paragraph:**

<b>LEGACY STRIKES</b>	<b>UPDATED INSERTS</b>
not applicable	ICAO Annex 19, Safety Management
Doc 9859 -AN/474	ICAO Doc 9859 Safety Management Manual
not applicable	FAA Order 8000.369, Safety Management System

**Section 5bi:**

<b>LEGACY STRIKES</b>	<b>UPDATED INSERTS</b>
FAA Order 8040.4A, Safety Risk Management Policy, dated 4/30/12	FAA Order 8040.4, Safety Risk Management Policy
Air Traffic Organization Order 1000.37A, Air Traffic Organization Safety Management System, dated 5/30/14.	Air Traffic Organization Order 1000.37, Air Traffic Organization Safety Management System.
not applicable	FAA Order 8000.369, Safety Management System
not applicable	FAA Order 1100.161, Air Traffic Safety Oversight
not applicable	ATO Order JO 7200.20, Voluntary Safety Reporting Programs

APPENDIX III-4 Security Executive Agent Directive 3 (SEAD-3) (9/19/2018)

**Memorandum of Agreement**  
**Between the Federal Aviation Administration (FAA) and the**  
**Professional Aviation Safety Specialists (PASS)**

This Memorandum of Agreement (MOA) is made by and between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"). This MOA covers all PASS ATO and AVS bargaining unit employees in positions subject to the requirements of Security Executive Agent Directive 3 (SEAD-3). This MOA represents the complete agreement between the Parties over the procedures to implement SEAD-3 and the appropriate arrangements for employees adversely affected by the directive's implementation.

**Section 1:** After the Agency's June 1, 2018, implementation date, if an employee moves to a non-sensitive, public trust position the employee's clearance and Sensitivity Level shall be adjusted accordingly.

**Section 2:** Notification of the requirements of SEAD-3 shall be sent to all PASS bargaining unit employees holding a Clearance at least 15 days prior to its implementation.

**Section 3:** A copy of Frequently Asked Questions (FAQs), or a link to this information, shall accompany the SEAD-3 notification sent to applicable PASS bargaining unit employees. The FAQs shall include a link to the U.S. State Department's travel advisories and alerts.

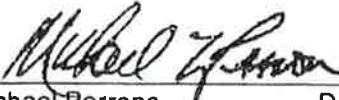
**Section 4:** If the employee's decision to purchase airline, cruise or other such tickets that are part of a special promotion with a specific deadline rests upon the Agency's response, the employee will advise the Agency of the deadline in his/her report. To the maximum extent possible, the Agency will respond to the employee prior to that deadline.

**Section 5:** If a PASS bargaining unit employee's position is upgraded from a Sensitivity Level 2 to a Level 3 or 4, within 10 days of AXP being notified of the change the employee shall receive written notification of the additional requirements he/she is subject to in accordance with SEAD-3.


**Section 6:** This agreement will be effective upon signing by both Parties. This agreement will stay in effect for the life of the current PASS ATO & AVS term agreements.

FOR THE UNION

FOR THE AGENCY

  
\_\_\_\_\_  
Michael Perrone                      9/19/18  
PASS National President                      Date

  
\_\_\_\_\_  
Wendy Lucas Pisman                      9/14/2018  
Labor Relations Specialist (AHL-300)                      Date

Agency Head Review:   
\_\_\_\_\_  
Laura R. Glading                      9-24-18  
Director, Labor and Employee Relations                      Date

## APPENDIX III-5 Offshore Precipitation Capability (OPC) and SOP for OPC (9/20/2018)

**Memorandum of Agreement  
Between the  
Federal Aviation Administration (FAA)  
And the  
Professional Aviation Safety Specialists (PASS)  
Regarding  
Offshore Precipitation Capability (OPC)**

**This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency") collectively known as "the Parties". This agreement represents the complete understanding between the Parties regarding the maintenance the installation, operation and maintenance responsibilities associated with OPC.**

**The Agency has provided this new capability to view oceanic weather conditions outside of normal radar coverage today. This new capability will be displayed through either WARP or a dedicated OPC platform. To accomplish this capability the agency has utilized the services provided by the following vendors:**


- **Massachusetts Institute of Technology – Lincoln Labs (MIT LL)**
- **Harris Corporation**
- **AIT**
- **Existing WARP Monitors (San Juan and Miami) and new OPC Monitors (NY and Houston)**

**The Agency has established a contractual obligation to have each vendor provide maintenance and restoration of their equipment and/or service.**

1. **If the agency requests bargaining unit employees (BUE) to perform any maintenance or restoration activities associated with OPC that are outside of the maintenance plan employees may request a written explanation of that assignment if so desired. That written explanation will be provided by the agency official assigning the work within five business days.**
2. **Technical Operations employees are not required to augment contractor support employees. Contract support employees, per the FAA and contractor agreements, will perform any and all operations requiring more than one person. If the Agency directs an employee to assist in any operation, the employee may request a written explanation of that assignment. The Agency will provide the written explanation within five business days.**



3. The Agency developed a LDR code for Technical Operations employees to log maintenance activities on the OPC. Employees will be required to document all their time on OPC related activities with this LDR code.
4. The Agency developed a Standard Operating Procedure (SOP) to address the requirements of all parties (Contractors and BUE's) as it relates to the coordination of any scheduled and unscheduled interruptions. At a minimum, The SOP has confirmed contact numbers for all support contractors. The SOP will be attached to this MOA as an addendum and provided to all agency organizations that will be required to coordinate any scheduled or unscheduled events for OPC.
5. This MOA shall remain in effect until WARP and OPC are replaced by the NextGen Weather Processor (NWP).

 9/17/18

Brian P. Peters  
Director (A), Operations Support, AJW-1

 9/20/18

Michael Perrone, President  
Professional Aviation Safety Specialist  
(AFL-CIO)

 9-14-18

Aaron Sawyer  
Labor Relations Specialist, FAA AHL-300

 10/18/18

Agency Head Review

**U.S. Department of Transportation  
Federal Aviation Administration**

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**Standard Operating Procedure (SOP)**

For

**Offshore Precipitation Capability  
(OPC)**

April 26, 2018



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Federal Aviation Administration  
800 Independence Avenue, Washington, DC 20591

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# Table of Contents

1. PURPOSE OF SOP.....	1
2. REFERENCES.....	1
3. AUTHORITIES .....	1
4. BACKGROUND.....	1
4.1 SYSTEM DESCRIPTION .....	2
4.2 SYSTEM MAINTENANCE description.....	3
5. RESPONSIBILITIES.....	4
5.1 Joint Responsibilities.....	4
5.1.1 Communications.....	4
5.1.2 Information Sharing.....	4
5.2 General Service Coordination concepts.....	4
5.2.1 Roles and responsibilities of the ESOC and AOCC .....	5
5.2.2 Roles and responsibilities of the ATSS .....	5
5.2.3 Roles and responsibilities of the NASEO.....	5
5.2.4 Roles and responsibilities of Air Traffic.....	5
5.2.5 Roles and Responsibilities of OPC Program Office .....	5
5.2.6 Roles and Responsibilities of Tech Ops .....	5
5.2.7 Roles and Responsibilities of Harris Helpdesk.....	6
5.2.8 Roles and Responsibilities of MIT LL .....	6
5.2.9 Roles and Responsibilities of Site AIT Representative .....	6
5.3 Contact Information.....	6
6. EFFECTIVE DATE.....	7
7. SIGNATORY AUTHORITY.....	7

**List of Figures**

**Figure 1 High Level Illustration of OPC Implementation..... 2**  
**Figure 2 OPC Maintenance Procedure ..... 3**

**List of Tables**

**Table 5-1: Contact Information for OPC..... 6**  
**Table 5-2: Contact Information for WARP..... 7**

**Revision History**

<b>Version</b>	<b>Date</b>	<b>Draft Description</b>
0.1	July 2017	Initial
0.2	10 Aug 2017	Update with inputs from OPC Stakeholders
0.3	17 Aug 2017	Update with inputs from AJG. Labor Relations. and PASS National
0.4	16 Oct 2017	Update with inputs from EDS
	16 Nov 2017	Concurrence from ZMA, but Local PASS Rep review confirmation was not received
0.5	08 Dec 2017	Update with input from ZNY PASS
0.6	15 Mar 2018	Update with input from ZSU PASS

## **1. PURPOSE OF SOP**

This Standard Operating Procedure (SOP) establishes the roles and responsibilities for troubleshooting, maintaining, and coordinating scheduled and unscheduled maintenance of Offshore Precipitation Capability (OPC).

## **2. REFERENCES**

FAA Order 6000.15., General Maintenance Handbook for NAS Facilities.

## **3. AUTHORITIES**

The following Federal statutes derive the authority for the FAA to enter into this SOP:

Title 49 USC 106(l) (6) authorizes the Administrator to enter into and perform such contracts, leases, cooperative agreements, or other transactions as may be necessary to carry out the functions of the Administrator and the Administration. The Administrator may enter into such contracts, leases, cooperative agreements, and other transactions with any Federal agency.

Title 49 USC 106(m) allows the Administrator, with the consent of appropriate officials, the Administrator may, with or without reimbursement, use or accept the services, equipment, personnel, and facilities of any other Federal agency (as such term is defined in section 551(1) of title 5) and any other public or private entity. The Administrator may also cooperate with appropriate officials of other public and private agencies and instrumentalities concerning the use of services, equipment, personnel, and facilities. The head of each Federal agency shall cooperate with the Administrator in making the services, equipment, personnel, and facilities of the Federal agency available to the Administrator. The head of a Federal agency is authorized, notwithstanding any other provision of law, to transfer to or to receive from the Administration, without reimbursement, supplies, personnel, services, and equipment other than administrative supplies or equipment.

## **4. BACKGROUND**

Air traffic controllers depend on weather radar information to reroute aircraft safely around storms that may cause hail, turbulence, icing, and other hazardous conditions. While land-based radar systems provide reliable weather data covering the continental United States, their effectiveness in capturing data about offshore and over-the-ocean weather conditions is limited or nonexistent. Weather radars on board passenger jets can acquire only incomplete views and do not relay information to air traffic control. Thus, controllers who manage the large number of aircraft traversing oceanic sectors of the NAS have an imperfect weather picture that can threaten the safety of air travel and can lead to inefficient routing of aircraft in the NAS. The Offshore Precipitation Capability (OPC) addresses this lack of airspace situational awareness. OPC provides radar-like depictions of precipitation for regions where weather radar data is inadequate or unavailable.

#### 4.1 SYSTEM DESCRIPTION

AJM-333 implemented the OPC System via an internet web server developed and maintained by Massachusetts Institute of Technology Lincoln Labs (MIT LL). Users access OPC through an internet browser using a system login provided by MIT LL and sponsored by the FAA NextGen Weather Program Office. AJM-333 implemented OPC at the Air Traffic Control System Command Center (ATCSCC), the New York (ZNY), Houston (ZHU), and Miami (ZMA) Air Route Traffic Control Center (ARTCC) facilities, and the San Juan (ZSU) Combined En Route and Approach (CERAP) facility. AJM-333 implemented OPC as a Test NAS Change Proposal (NCP).

Figure 1 shows a notional architecture of the OPC implementation. The OPC System will use telecommunications services provided by the FAA Telecommunications Infrastructure (FTI) via the Mission Support Network (MSN). Users will access OPC using an ATT computer and displayed on local ATT desktop monitors or large Weather and Radar Processor (WARP) monitors hung from the ceiling. An ATT "dumb" KVM will allow the user to toggle display between WARP and OPC. An ATT "dumb" KVM will allow the user to toggle display between WARP and OPC.

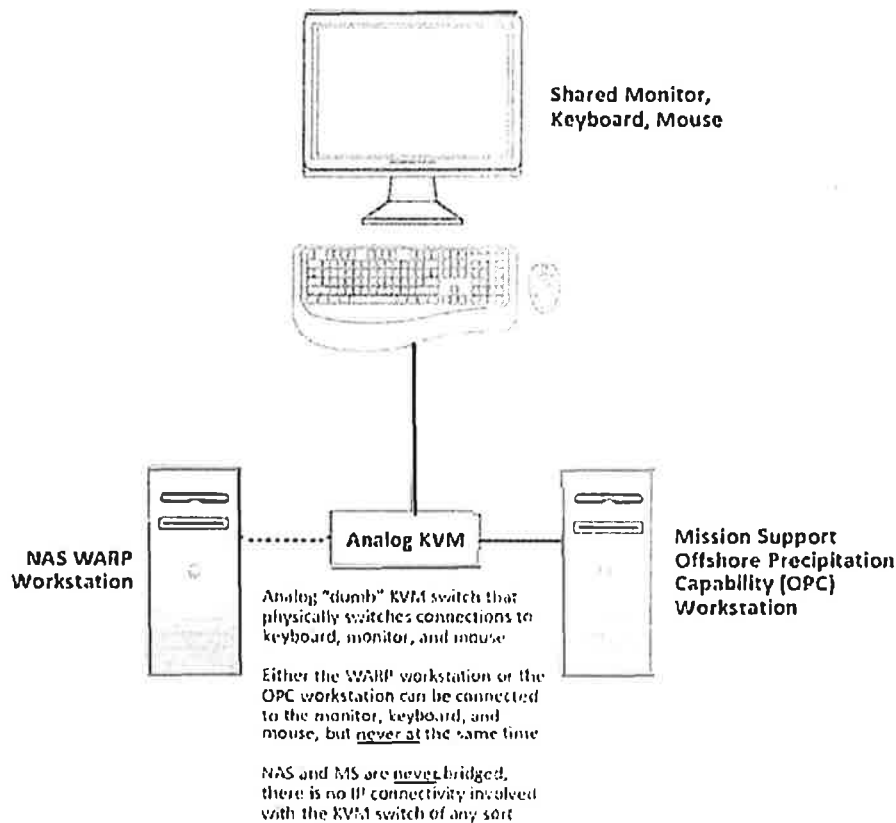


Figure 1 High Level Illustration of OPC Implementation

The OPC Program Office coordinated with MIT LL to create a first-level helpdesk at MIT LL to support OPC. OPC service management is currently on a "best efforts" basis, which means that

both parties have the other party's points of contact; however, there is no guarantee that either party will notify the other of unscheduled service interruptions in a timely manner. Scheduled service interruptions will be coordinated in accordance with existing guidance detailed in JO.6000.15G.

## 4.2 SYSTEM MAINTENANCE DESCRIPTION

Maintenance of the capability includes multiple organizations, as depicted in the following work process flow diagram:

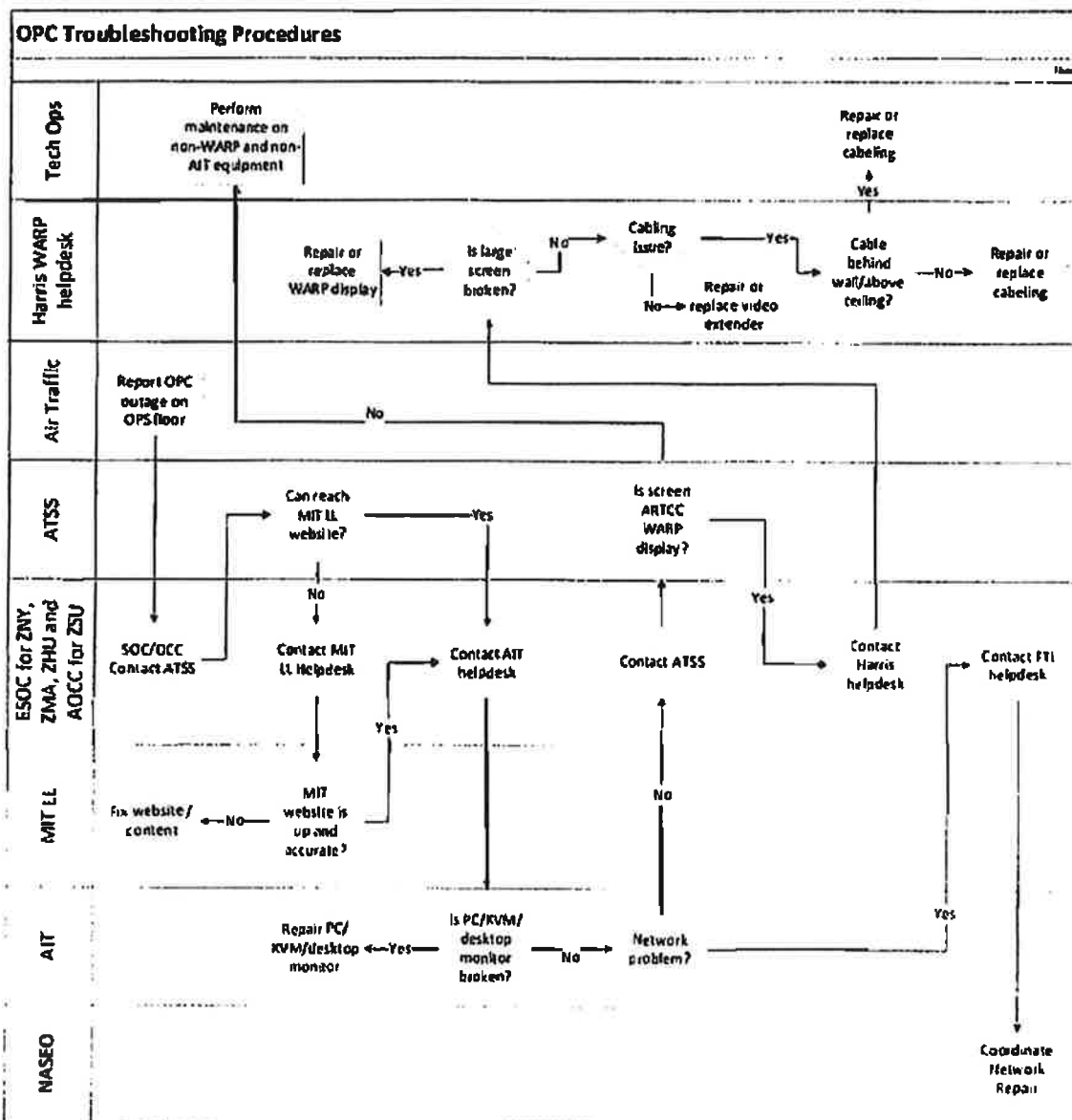


Figure 2 OPC Maintenance Procedure



Air Traffic Controllers use the OPC capability and provide notifications of OPC outages to the Enroute Service Operations Center (ESOC) at ZNY, ZMA, and ZHU ARTCCs and Atlantic Operations Control Center (AOCC) for ZSU CERAP. Airway Transportation Systems Specialist (ATSS) will assist ESOC/AOCC with issue identification. ESOC/AOCC has the contact information for MIT LL's, AIT's, and Harris' WARP and FTI helpdesks. AIT and WARP Prime Contractor are responsible for hardware troubleshooting and maintenance, and Tech Ops is involved in maintenance activities per existing FAA and Tech Ops Union Agreements.

The Miami installation will reuse pre-existing KVM Switches. In this situation, local Tech Ops, not AIT, would maintain those KVMs. The ATCSCC installation is unique in that it uses dedicated desk-mounted displays, putting the entire implementation under the maintenance purview of AIT.

## **5. RESPONSIBILITIES**

This section identifies joint responsibilities and organization-specific responsibilities for each party of this agreement, and provides the contact information of personnel assigned specific roles and responsibilities associated with this agreement.

### **5.1 JOINT RESPONSIBILITIES**

This section defines the responsibilities to which the WARP and OPC Program Office are both required to follow.

#### **5.1.1 COMMUNICATIONS**

Communication between operational users and MIT LL for first level support will be via phone and email, using the information provided on the OPC login screen. The OPC web site is <https://opc.wx.ll.mit.edu>.

#### **5.1.2 INFORMATION SHARING**

Continual sharing of information is essential to ensure the successful management and operation of the telecommunications services and assets referenced in this agreement. The parties agree to share the appropriate coordination and infrastructure management data, including updated customer points of contact and service flow diagrams. AJM-33 will conduct an annual user survey, noticed to the unions via FAA Labor Relations, to collect information on the operational utility of OPC to derive requirements and benefits for NextGen Weather Work Package 2 integration.

### **5.2 GENERAL SERVICE COORDINATION CONCEPTS**

Maintenance and service of the OPC involves multiple entities. The type of equipment involved and/or operational issue will drive which entity leads or performs the maintenance activity.

### **5.2.1 ROLES AND RESPONSIBILITIES OF THE ESOC AND AOCC**

ESOC and AOCC's responsibility is to serve as a broker for maintenance activities at ZNY, ZMA, and ZHU and ZSU respectively. OPC operators will call upon the site's respective ESOC/AOCC when they discover an issue with OPC. ESOC/AOCC will coordinate with ATSS as needed for identifying the issue. If ATSS cannot access the website, the ESOC/AOCC will notify the MIT LL Helpdesk. If MIT LL reports to the ESOC/AOCC that the OPC website is working, ESOC/AOCC will contact Local AIT. If AIT reports to the ESOC/AOCC that it is a network issue, then ESOC/AOCC will call the NAS Enterprise Operations (NASEO) helpdesk who will follow usual network maintenance procedures.

If ATSS can access the OPC website and AIT reports to the ESOC/AOCC that the PC, KVM, desktop monitor, and network are working, then ESOC/AOCC will contact ATSS to determine if the large monitor is a WARP monitor. If it is, then the ESOC/AOCC will call the WARP Harris Helpdesk.

### **5.2.2 ROLES AND RESPONSIBILITIES OF THE ATSS**

When Air Traffic at ZNY, ZMA, and ZHU reports an outage to ESOC and Air Traffic at ZSU reports an outage to AOCC and ESOC/AOCC contacts ATSS. ATSS will first try to attempt to reach the OPC website. If ATSS successfully accesses the website, ATSS will report to ESOC/AOCC that the issue is at the site.

If AIT reports to the ESOC/AOCC that the PC, KVM, desktop monitor, and network are working, ESOC/AOCC will contact ATSS to determine if the large screen an ARTCC WARP screen. If it is not, ATSS/Tech Ops will perform maintenance on non-WARP and non-AIT equipment.

### **5.2.3 ROLES AND RESPONSIBILITIES OF THE NASEO**

NASEO will coordinate scheduled and unscheduled maintenance events with the Local ESOC/AOCC per existing procedures.

### **5.2.4 ROLES AND RESPONSIBILITIES OF AIR TRAFFIC**

Communicate OPC website and content issues to the ESOC/AOCC and/or OPC Program Office. Complete annual user survey/questionnaire and agreed upon between the FAA and the Union.

### **5.2.5 ROLES AND RESPONSIBILITIES OF OPC PROGRAM OFFICE**

The Program Office (PO) provides program management oversight for the duration of the OPC Test. This includes continued monitoring of the OPC capability, collecting feedback from OPC users and documenting performance capabilities that may be included on a permanent basis within the NextGen Weather Processor (NWP) Program. The PO also adjudicates whether new, non FAA users receive request access approval to the OPC capability.

### **5.2.6 ROLES AND RESPONSIBILITIES OF TECH OPS**

The local site Tech Ops is responsible for service or repair to any non-WARP large monitor or CERAP WARP equipment used to observe OPC information. Tech Ops is also responsible for

maintaining and repairing any non-MSN cabling behind walls, and above the ceiling used by OPC.

### 5.2.7 ROLES AND RESPONSIBILITIES OF HARRIS HELPDESK

Maintenance of WARP monitors falls under the existing Harris WARP Helpdesk relationship between the FAA and Harris. When an OPC failure is isolated to an existing WARP monitor or local cabling, Harris WARP is responsible for the repair or replacement of the monitor/cables.

### 5.2.8 ROLES AND RESPONSIBILITIES OF MIT LL

MIT LL is responsible for the OPC content, the OPC servers, and OPC Login access. MIT LL will maintain an OPC Helpdesk that is available to receive requests for OPC content clarification, website access problems, or establishing a user login.

### 5.2.9 ROLES AND RESPONSIBILITIES OF SITE AIT REPRESENTATIVE

The local site representative of the ATO AIT organization is responsible for maintaining the OPC PCs and their connectivity to the site MSN. Local AIT is also responsible for maintaining monitors used to observe OPC data that do not fall under the responsibility of the local Tech Ops and WARP. If National AIT can give local AIT enough notice of forthcoming software system update restarts, local AIT can coordinate with the ESOC/AOCC the scheduled restarts.

## 5.3 CONTACT INFORMATION

The following table identifies the contact information for the roles and responsibilities assigned to personnel within each organization with which the interconnection is established.

Table 5-1: Contact Information for OPC

<b>Role</b>	<b>Responsibilities</b>	<b>Contact information</b>
<i>Operations Contact</i>	Coordinate OPC repairs	Local ESOC for ZNY, ZMA, and ZHU and AOCC for ZSU
<i>First-level Operational Support</i>	Maintain OPC PC, KVM, and LAN	AIT ATC/SCC – pat.gude@faa.gov ZHU – Trevin.ctr.whitaker@faa.gov ZMA – marino.ctr.velazquez@faa.gov ZNY – john.ctr.marra@faa.gov ZSU – scott.ctr.sandidge@faa.gov
	Maintain OPC content and website	MIT LL Helpdesk (24x7) 1-800-570-4851 www.webmaster@ll.mit.edu
	Maintain remote cabling, non-WARP large monitors, and WARP equipment at CERAPs	Local Tech Ops
	Maintain telecommunications network	NASFO Operations (24x7) Phone #: 855-FAA-NEMC (855-322-6362), Option #3 Email Address: 9-AJW-NEO-ES@faa.gov

<i>Authorizing Official</i>	OPC Program Manager	Name: Rogan Flowers Address: 600 Independence Ave. SW, Washington, D.C., 20591 Phone #: 202-267-0760 Email Address: Rogan.Flowers@faa.gov
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**Table 5-2: Contact Information for WARP**

<b>Role</b>	<b>Responsibilities</b>	<b>Contact information</b>
<i>Operations Contact</i>	Maintain WARP large monitors and local cabling	Harris WSOC (0700-2200 Eastern, 7 days) Phone #: 800-984-5594 Email Address: wsoc@harris.com
<i>Second-level Operational Support</i>	Flight Service and Weather Engineering Team (AJW-176) (24x7)	FAA OCC Help Desk Phone #: 866-432-2622 (Ask for a direct connection to AJW-176 WARP Team.) E-mail Address: ACT-AJW176-WARP@faa.gov
<i>Authorizing Official</i>	WARP Program Manager	Name: Rogan Flowers Address: 600 Independence Ave. SW, Washington, D.C., 20591 Phone #: 202-267-0760 Email Address: Rogan.Flowers@faa.gov

**6. EFFECTIVE DATE**

This SOP will remain in effect per the FAA and Tech Ops Union Agreements.

**7. SIGNATORY AUTHORITY**

Agency:

Union:

*Rogan Flowers*

*Mike Perrone* 9/20/18

Rogan Flowers

Mike Perrone

Date

APPENDIX III-6 OPM Special Pilot Pay (10/18/2019)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FEDERAL AVIATION ADMINISTRATION  
AND THE  
PROFESSIONAL AVIATION SAFETY SPECIALISTS**

This Agreement is made by and between the Professional Aviation Safety Specialists ("PASS" or the "Union") and the Federal Aviation Administration ("FAA" or the "Agency"), collectively known as the Parties. This Agreement applies to bargaining unit employees (BUEs) occupying a 2181 Aircraft Operation Series in the Flight Program Operations covered by the October 29, 2017 Collective Bargaining Agreement (CBA) and represents the complete understanding of the Parties concerning the adoption of the Office of Personnel Management (OPM) Special Pilot Pay Rate Tables.

**Section 1:** The parties agree to adopt a new pay, consistent with Office of Personnel Management (OPM) Special Pilot Pay Rate tables, to be known as Special Pilot Pay applicable to pilots in Flight Program Operations in job series 2181. This agreement effectively amends Article 124 of the parties' collective bargaining agreement (CBA) for Series 2181 bargaining unit employees in Flight Program Operations<sup>1</sup>. As this pay is designed generally to attract and retain pilots it will replace the pay employees received under the Air Traffic Revitalization Act (ATRA) therefore amending Article 124, Section 1 (1), as appropriate.

**Section 2.** The Parties agree to adopt the twelve attached OPM Special Pilot Pay Rate Tables (0759, 0760, 0761, 0762, 0763, 0764, 0765, 0766, 0767, 558A, 558H, and 558P) attached as Appendix A, representing all locations in the United States and its territories for employees in the 2181 job series and are assigned to a position description that requires the pilot to hold a valid medical certificate and serve as a required crewmember on FAA aircraft.

**Section 3.** The Special Pilot Pay Rate tables adopted by the Parties will replace the current FG pay plan and ATRA pay that applies to Flight Program Operations 2181-series employees represented by the FAA-PASS October 29, 2017 CBA, as set forth in Article 124, Section 1 (1) of the CBA.

**Section 4.** The 2181-series employees will continue to receive any pay adjustments to the special rate tables recommended by OPM and approved by the President, which will be effective on the same date as that established for the rest of the government provided that no reduction in compensation levels set forth in the tables may occur prior to completion of negotiations with PASS.

**Section 5:** To the extent allowable by applicable laws and regulations, the Agency acknowledges the amounts represented in the pay tables cited in Section 2 are considered "basic pay" for purposes of retirement calculations.

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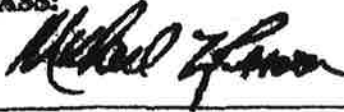
<sup>1</sup> Any legacy references to Flight Inspection Services should be construed as a reference to Flight Program Operations.

**Section 6:** This agreement, including the special pay rates described within, shall remain in full force and effect for the term of the parties' CBA including any agreements that may result in an extension of the CBA.

**Section 7:** Other than specifically noted in this agreement, this should not be interpreted or recognized as amending or impacting other terms of the parties' CBA, including but limited to, pay received by Flight Program Operations employees.

Signed this 18th day of October, 2019.

For PASS:



Michael Perrone, President  
PASS

For the FAA:



David H. Boulter,  
V.P. Flight Program Operations



Juan Restrepo  
Labor Relations Specialist

  
\_\_\_\_\_  
Agency Head Signature

Special Pilot Pay Rate – Flight Program Operations

## **APPENDIX III-7 ATO Technical Training Management (3/10/2020)**

### **Memorandum of Agreement Between the Federal Aviation Administration (FAA) and the Professional Aviation Safety Specialists (PASS)**

This Memorandum of Agreement (MOA) is made by and between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), Air Traffic Organization (ATO). This MOA represents the complete agreement between the Parties concerning FAA Order 3000.22, Air Traffic Organization (ATO) Technical Training Management.

1. The Agency shall provide the PASS National Assistant a complete listing of all PASS Bargaining Unit Employees (BUE's) technical training items eligible for waiver. This listing will be attached to this agreement as appendix A.
2. If in existence, the agency shall provide the PASS National Assistant a written copy of the process that identifies the steps and organizations required for requesting waivers to technical training of PASS BUE's. If not in existence, the agency shall provide a written statement indicating there is no defined process for requesting waivers. This information will be attached to this agreement as appendix B.
3. When the Agency has approved a waiver that results in deviating from a 70% passing score, the Agency shall provide the PASS National Assistant a copy of the waiver approved by AJI. In addition to the waiver, the Agency shall provide PASS a statement describing the rationale for the waiver, the duration of the waiver and a description of the application of the waiver on Bargaining Unit Employees (BUEs).
4. When the Agency has approved a waiver that results in proctoring for distance learning, within 5 days from the approval of the waiver the Agency shall provide the PASS National Assistant a copy of the waiver approved by AJI. In addition to the waiver, the Agency shall provide PASS a statement describing the rationale for the waiver, the duration of the waiver and a description of the application of the waiver on Bargaining Unit Employees (BUEs).
5. When the Agency determines the need to retract a waiver already in existence, it will communicate with PASS, the waiver to be retracted as well as the foreseeable impact the retracting of this waiver will have on BUEs.
6. The Parties agree that should the application or retracting of a waiver result in a change in conditions of employment, the Agency will provide Article 70 notification to PASS as required by the CBA, law, rule and regulation.
7. The Parties agree that effective one year from the signing of this MOA, the Agency shall provide the PASS National Assistant a list of all waivers that have





## Appendix A: PASS Bargaining Unit Employees (BUE's) Items Eligible for Waiver

The Agency has determined the following technical training items have been identified as currently eligible for waiver. The parties agree that this list is not all inclusive nor does it limit the Agency's ability to waive additional technical training items in the future.

1. (88631) NBP DUAL MODE ALSF-2 DoP (ED27)
2. (88633001) POWERWARE BPIII/IPM UNINTERRUPTIBLE POWER SYSTEM (UPS) DoP (ED29)
3. (88634001) MITSUBISHI 2033A AND 9700 SERIES UPSs DoP (ED30)
4. (88637001) RUNWAY STATUS LIGHTS (RWSL) DoP (FD33)
5. (88980001) AUTOMATED WEATHER OBSERVING SYSTEM FA29600 (AWOS-C) DoP (DD75)
6. (88983001) G1/G2 STARS DoP (DD79)
7. (88985001) SURFACE WEATHER SYSTEM (SWS) DoP (DD81)
8. (89026) INTEGRATED TERMINAL WEATHER SYSTEM (ITWS) HARDWARE MAINTENANCE DoP (RD116)
9. (89038) ATCBI-6/6M DoP (RD128)
10. (89041001) ASDE-X WITH SMRR DoP (RD131)
11. (89042001) ASDE-X WITH SMRI DoP (RD132)
12. (89043001) ASDE-3A/AMASS HARDWARE DoP (RD133)
13. (89047001) STARS LITE DoP (RD137)
14. (89048001) COMMON AIR ROUTE SURVEILLANCE RADAR (CARSR) (RP138)
15. (89051001) ASDE-3X (RD140) DoP
16. (89052001) STARS REMOTE TOWER (RD141) DoP
17. (89053001) AIR ROUTE SURVEILLANCE RADAR (ARSR) - 4 (DoP) (RD142)
18. (89054001) TERMINAL DOPPLER WEATHER RADAR (TDWR) SYSTEM DoP (RD143)
19. (89605) ENHANCED TERMINAL VOICE SWITCH (ETVS) DoP (CD93)
20. (89610001) INTERIM VOICE SWITCH REPLACEMENT DoP (CD98)
21. (89611001) SELF SUSTAINING OUTLETS (SSO) DANIELS RADIO LABORATORY (ACADEMY) DoP (CD99)
22. (89619001) Communications (Radio) Equipment DoP (CD107)
23. (89811) DISTANCE MEASURING EQUIPMENT (DME) MODEL 415SE DoP (ND111)
24. (89818) MALSR DoP (ND118)
25. (89819) MARK 20/20A ILS DoP (ND119)
26. (89840001) ASII 1118 DISTANCE MEASURING EQUIPMENT (DME) DoP (ND140)
27. (89847001) MARK 20/20A GLIDE SLOPE DoP (ND147)
28. (89848001) SECOND GENERATION VOR/TAC DoP (ND 148)
29. (89849001) MARK 20/20A LOCALIZER DoP (ND149)
30. (89850001) MARK 20/20A/20C MARKER BEACON DoP (ND150)

## **Appendix B: Process Identifying the Steps and Organizations Required for Requesting Waiver**

The process for requesting waivers is captured in the FAA JO Order 3000.22B, Chapter 3, Paragraph 2.

In accordance with JO 3000.22B, Chapter 3, paragraph 2, the Agency has determined the waiver process is as follows: Requests for changes, modifications, and waivers to this order must be submitted in writing to the Director of Technical Training (AJI-2) (or designee) through the applicable District Office and Service Center training managers. If the request is coming from a non-field facility, it should be routed through the applicable Headquarters Service Unit. Waiver renewal requests must be submitted at least 60 days prior to the expiration date. Unless otherwise specified, waivers are valid for two years.

**Note:** Requests for changes, modifications, and waivers may be submitted electronically with electronic signatures to [9-AJO-AJI-TTS@faa.gov](mailto:9-AJO-AJI-TTS@faa.gov).

Requests for waivers to requirements in JO Order 3000.22 must contain the following information:

- Requested requirement to be waived
- Justification for the requested waiver

## APPENDIX III-8 Flight Program Operations ASAP for Pilots (9/3/2020)

FLIGHT PROGRAM OPERATIONS  
AVIATION SAFETY ACTION PROGRAM (ASAP)  
FOR  
PILOTS  
BARGAINING UNIT – PROFESSIONAL AVIATION SAFETY SPECIALISTS  
MEMORANDUM OF UNDERSTANDING

We the parties of this MOU agree to work together to review, analyze, and resolve safety events submitted to the Aviation Safety Action Program (ASAP).

This MOU is between the Federal Aviation Administration (FAA), FLIGHT PROGRAM OPERATIONS-PILOT, and participating labor groups for employees if they wish to participate.

**1. OPERATOR INFORMATION.** Flight Program Operations (RU3A) holds an air carrier certificate issued under 14 C.F.R. Part 135 and conducts its operations as authorized in (RU3A)'s Operations Specifications (OpSpecs). Flight Program Operations operates approximately 40 aircraft, and employs approximately 80 pilot employees related to this MOU. The pilot employees are represented by the Professional Aviation Safety Specialists.

**2. PURPOSE OF THIS MOU.** The FAA, Flight Program Operations, and any participating labor groups are committed to improving flight safety. Each party has determined that safety is enhanced if there is a systematic approach for employee groups to promptly identify and correct potential safety hazards. The primary purpose of the Flight Program Operations ASAP is to identify safety events and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, the FAA, Flight Program Operations, and the participating employee labor groups agree to implement this ASAP voluntarily. This ASAP is intended to improve organizational safety through self-reporting, cooperative follow up, and appropriate corrective action. This ASAP is based on a safety partnership that includes the FAA and the eligible entity, and may include a third party, such as the employee's labor group or safety organization serving as an ASAP facilitator. To encourage an employee to voluntarily report safety issues, enforcement-related incentives have been designed into the program.

**3. BENEFITS.** The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop mitigation strategies and employee corrective actions if necessary to help solve safety issues and possibly eliminate deviations from Title 14 of the Code of Federal Regulations. For a report accepted under this ASAP MOU, the FAA will not use any enforcement action to address certain apparent violations of the regulations. This policy is referred to in this MOU as an "enforcement-related incentive".

**4. APPLICABILITY.** The Flight Program Operations ASAP applies to all pilot employees of Flight Program Operations and only to events that occur while acting within the scope of their

employment with Flight Program Operations and their contractors (if applicable). Reports of events involving apparent noncompliance with Title 14 of the Code of Federal Regulations that appear to involve intentional or reckless conduct, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment for the eligible entity are also excluded.

**5. DECISION-MAKING.** The success of an ASAP is built on the ability of the event review committee (ERC) to achieve consensus on the acceptance or exclusion of each event that is reported. Consensus of the ERC means the voluntary agreement of all representatives of the ERC. The ERC reaches a consensus when deciding whether to accept a report into the program and when deciding on corrective action recommendations related to the reporter, arising from the event (except as provided in paragraph 6, below).

**6. AUTHORITY.** This Agreement is entered into under the authority of 49 U.S.C. § 106(1) and (m). The FAA retains all its legal authority and responsibilities contained in Title 49 of the United States Code, as referenced in FAA Order 2150.3 and in the FAA Compliance and Enforcement Program (as amended). In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), reckless or intentional violation conduct, or a qualification or medical certification issue, the FAA ERC representative decides whether to accept or reject the report.

**7. TERMS OF THIS AGREEMENT.** All ASAPs, whether new or previously established, enter as continuing programs. A review of a continuing program is required every 2 years to ensure its objectives are met. The review is accomplished by all signatories of the MOU.

**8. VOLUNTARY WITHDRAWAL.** Any signatory party to the MOU may withdraw from the MOU at any time and for any reason. The withdrawal of a party, or the termination or modification of a program, will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated, all reports and investigations that were in progress are to be handled under the provisions of the program until they are completed).

**9. POINTS OF CONTACT.** The ERC is comprised of a management representative from the eligible entity, a representative from the employee labor group (if applicable), and a specifically qualified FAA inspector from the appropriate Flight Standards office for Flight Program Operations, or his or her designated alternates as appropriate. In addition, Flight Program Operations will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, including the development and regular maintenance/updating of an ASAP manual or other process document that defines the nature, policy, and procedures of the ASAP and its participants. In some cases (while not ideal), the ASAP manager is also the company management representative to the ERC and may perform both functions. Management officials (other than the airline representative) of any party to this MOU should not be voting members of the ERC and should refrain from influencing any ERC decisions.

**10. ACCEPTANCE POLICY.** The following criteria are met in order for a report to be accepted under the ASAP:

(1) ASAP reports are accepted unless excluded by one of the criteria listed below:

(a) Any possible noncompliance with Title 14 of the Code of Federal Regulations disclosed in the report that involves reckless or intentional violation conduct.

Note: There is a narrow circumstance under which the ERC considers acceptance of a report despite the intentionality of a violation. Under 14 C.F.R. § 91.3(b), in an in flight emergency requiring immediate action, the pilot in command may deviate from any rule in 14 C.F.R. Part 91 to the extent required to meet that emergency. In considering accepting the report, the ERC should evaluate whether such action may have been the safest course given the circumstances at the time of the incident. If the deviation was the result of an event outside the control of the pilot or not otherwise evidencing a lack of diligence, e.g., to address a flight threatening mechanical malfunction, the ERC may determine that acceptance of the report is appropriate.

(b) The reported event involves criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to the appropriate FAA office for further handling. The FAA may use the content of such reports for any FAA action and will refer such reports to law enforcement agencies, if appropriate

(c) The report discloses an event that involves an employee acting outside the scope of his or her employment for the eligible entity.

Note: The ERC may exclude a report that reflects an instance of a repeated act of the same or similar noncompliance by the same individual due to a common root cause that was previously accepted and addressed with corrective action under the ASAP.

(2) Timeliness. In past iterations of ASAP policy, emphasis was placed on meeting strict time period requirements as a condition for acceptance of reports. While timeliness considerations are generally still a relevant factor in determining whether to accept a report, the responsibility of the ERC now is to review all information available and determine whether acceptance of the report is in the best interest of safety. Timeliness considerations, however, do not apply to sole-source reports.

**11. EMPLOYEE FEEDBACK.** The ASAP manager, in coordination with the ERC, publishes pertinent event recaps, data, and trend information derived from filed and processed reports, and ASAP analysis in accordance with Flight Program Operations's defined procedures. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his or her report. In addition, each employee who submits a report accepted under the ASAP receives individual feedback on the final disposition of the report.

associated with Phase 1, including how worktime will be recorded. The agency may utilize interim familiarization in the absence of formal training during Phase 1.

3. Employees will follow current maintenance procedures and will travel to facilities as required by those maintenance procedures.
4. Prior to travel to periodic/corrective maintenance, technicians will where possible check the dashboards to better understand the maintenance tasks required with the visit.
5. The Agency agrees that there will be no maintenance periodicity changes with the facilities associated with Phase 1 activities.
6. During any maintenance procedure associated with Phase 1, employees will evaluate the readings of the dashboard with the actual site reading to validate the accuracy of the dashboard readings. To complete this task, employees must be provided with the tools to have access to the dashboard, in real time, while working on the equipment. If there is no ability to see the dashboard while working on the equipment, employees will not be required to perform this validation.
7. The Agency shall provide a means to identify any discrepancies between the site reading and the dashboard reading.
8. The Agency plans to add vibration, temperature, weight, flue gas and particulate sensors to specific systems included in Phase 1. During Phase 1, AJW-18X & AJW-123 will be responsible for any maintenance and restoration of these sensors.
9. If the Agency decides to expand the use of sensors outside of vibration, weight, flue gas, temperature and particulate, the Agency shall provide proper notice to PASS.
10. In the event of a facility corrective maintenance action, employees will not be required to perform validation of the dashboard with the corrective maintenance action.
11. The Agency plans weekly meetings to discuss issues with the SMART Facility Dashboard. All the employees and crews, associated with Phase 1, in the Albuquerque District will be invited to participate in these weekly meetings along with the respective District, Group, and SSC PASS Representatives or their designee. Also, any PASS participants associated with the Maintenance Maturity Model will be invited to participate. The agency will establish remote participation for all meetings.
12. PASS shall identify who the agency shall engage with if there is not an assigned Bargaining Unit Representative.

## **Phase 2 Activities (estimated 2024) (Subject to funding availability)**

1. Prior to travel for periodic/corrective maintenance, technicians will, where possible, check the dashboards to better understand the maintenance tasks required with the visit.
2. Prior to commencing Phase 2 activities in ABQ, the parties will meet to discuss the findings in Phase 1 and further define the scope of Phase 2 activities in ABQ. A workgroup will be established to evaluate Phase 1 and refine the tasking in Phase 2. Phase 2 tasking and start date will be a written agreement between the parties. At a minimum, the PASS team will consist of the PASS National Assistant, Albuquerque District Representative and PASS designated BUEs from each RMM facility type in Phase 1.
3. The Agency shall develop a master listing of all PM's that can be completed or augmented with the SMART Facility Dashboard for the RMM systems (ASR, ILS and VOR) associated with this pilot. During any evaluation of the SMART Facility Dashboard, employees may determine there is a need to make a facility visit based on the information derived from the SMART facility Dashboard.
4. At the completion of the ABQ pilot, the Agency shall begin the development of a formal training course that includes an Agency course number and shall be recorded in the employees' training record. This training will cover all tasks that were part of Phase 1 and carried over to Phase 2 along with any new tasks incorporated during phase 2 meetings between the parties. In the event the Agency decides to transition the maintenance and restoration of equipment sensors, the following items will be incorporated into the agency training prior to delegating the responsibility to BUEs:
  - a. Purpose of each type of sensor.
  - b. Maintenance and restoration procedures including any test equipment required to validate the accuracy of the sensors.
  - c. Removal and installation procedures to include the use of any required special tools or equipment.
5. The Agency may utilize familiarization training in the absence of formal training during Phase 2. Once formal training is developed, employees may request to take the formal course and management will approve those requests, staffing and workload permitting.
6. Periodic meetings, not less than monthly, will be conducted throughout Phase 2. All the employees and crews associated with Phase 2, will be invited to participate in these meetings along with the respective District, Group, and SSC Representatives in the Albuquerque District or their designee. Also, any PASS participants associated with the Maintenance Maturity Model will be invited to participate. The agency will establish remote participation for all meetings.

**Future District Expansions (estimated 2024 – 2029) (Subject to funding availability)**

The Agency shall provide PASS notification per Article 70 of the CBA prior to commencing any additional expansion of the SMART Facility Dashboard, or any new name or activity it may transition to in the future, including new sensor installation at Phase 1 or Phase 2 sites.

**Recognition**

The success of the Smart Facility Pilot is contingent on the involvement, contributions and feedback from the PASS BUEs. Both parties agree that recognizing these contributors will benefit individual employees by increasing engagement but also drives organizational success by aligning efforts with strategic goals.

If the agency decides to recognize anyone for their involvement in the Smart Facility Pilot, then all PASS BUE's involved shall receive recognition proportional to their involvement ranging from a letter of recognition to a cash award.

This agreement shall be effective upon completion of Agency Head Review or within thirty (30) days of the Parties' signing of the document, whichever comes first. It shall run concurrent with the October 29, 2017 CBA and any subsequent agreement negotiated between PASS and the FAA.

JOHN M  
TROWBRIDGE

Digitally signed by  
JOHN M TROWBRIDGE  
Date: 2024.01.12  
09:47:56 -06'00'

**John Townbridge (A)**  
Labor and Employee Development Director

Signatures



**David Spero**  
PASS National President

JAMES  
BALDWIN

Digitally signed by  
JAMES BALDWIN  
Date: 2024.01.12  
10:16:59 -05'00'

**James Baldwin (A)**  
Data Modernization Manager AJW-1800

AARON E SAWYER

Digitally signed by AARON E  
SAWYER  
Date: 2024.01.12 11:06:04 -05'00'

**Aaron Sawyer**  
Labor Relations Specialist AHL-300



**Miguel A. Nieves-Mojica (A)**  
Executive Director Labor & Employee Relations AHL-001



## APPENDIX III-18 Telematics in GOVs (3/5/2024)

**Memorandum of Agreement  
Between  
Federal Aviation Administration  
And  
Professional Aviation Safety Specialists, AFL-CIO**

This Memorandum of Agreement (MOA) is made by and between the Federal Aviation Administration ("FAA" or the "Agency") and Professional Aviation Safety Specialists ("PASS" or the "Union"), collectively referred to as the "Parties." This MOA addresses the Agency's six-month pilot program regarding the use of vehicle telematics in the Air Traffic Organization (ATO), Technical Operations Service's (AJW's) Albuquerque District.

**SECTION 1.** As a part of the pilot program, the Agency will install and activate the General Services Administration's ProPlus vehicle telematics software in all or some of the Government Owned Vehicles (GOVs) located in the AJW Albuquerque District. Among other things, the purpose of the pilot program is to gather and analyze data generated by GOVs in the AJW Albuquerque District.

**SECTION 2.** The pilot program will run for six (6) months from the effective date. The Agency will provide notice to PASS both when the pilot program begins and ends. PASS will maintain an article 13 representative during the pilot program and thereafter while the Agency analyzes the data gathered during the pilot program and discusses potential recommendations. The article 13 representative will be invited to all discussions and meetings involving the pilot program.

**SECTION 3.** Supervisors of bargaining unit employees ("BUEs") using vehicles with active ProPlus subscriptions shall not use the ProPlus software as a means of monitoring or surveilling BUEs.

**SECTION 4.** Prior to starting the pilot program, the FAA will inform PASS BUEs assigned to the AJW Albuquerque District of which GOVs will have telematics, what capabilities are activated, what data is being collected by the Agency, and how that data is being used. BUEs will not be asked to act outside the normal scope of their duties for purposes of furthering the collection of data for the program.

**SECTION 5.** The PASS Article 13 representative shall be provided myGEOTAB access for the duration of the pilot program.

**SECTION 6.** The Agency agrees to comply with Article 70 of the Parties' October 29, 2017, Collective Bargaining Agreement if it plans to expand or implement any aspect of the vehicle telematics program beyond the Albuquerque District or in the Albuquerque district beyond the six-month timeframe.

**SECTION 7.** After the pilot program concludes, the AJW Business Acumen Team will schedule a meeting with PASS to discuss the findings made by the team during the pilot program. The briefing will include information on what data was collected during the pilot program and where it is stored. The Business Acumen Team will inform PASS of any recommendations it plans to

make to ATO/AJW leadership based on the results of the pilot program. PASS may submit recommendations to the Business Acumen Team.

**SECTION 8.** Unless otherwise compelled by a third-party entity and/or the law, the Agency agrees to maintain any collected data that can be tracked to specific BUEs. The FAA will not voluntarily share personally identifiable information outside of the FAA. The Agency shall review the program to ensure compliance with the Privacy Act and related Agency policies.


**SECTION 9.** This MOA shall remain in effect until the termination of the pilot program and telematic data reporting and collection has been terminated on all GOVs used for the program.

Signed this 5<sup>th</sup> day of March, 2024.

**For PASS:**

**For the FAA:**

  
\_\_\_\_\_  
Dave Spero  
President

  
\_\_\_\_\_  
Sean Frost  
NAS Strategic Operations, AJW-123

  
\_\_\_\_\_  
Stefan Sutch  
Assistant General Counsel

  
\_\_\_\_\_  
Douglas Edwards  
Labor Relations Specialist  
Collective Bargaining Services (AHL-300)

Agency Head Review: \_\_\_\_\_  
Date

**APPENDIX III-19 Nantucket Pay Differential (4/16/2024)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FEDERAL AVIATION ADMINISTRATION  
AND THE PROFESSIONAL AVIATION SAFETY SPECIALISTS**

This Memorandum of Understanding ("Agreement") is made by the Professional Aviation Safety Specialists ("PASS" or the "Union") and the Federal Aviation Administration ("FAA" or the "Agency"), collectively known as the Parties. This Agreement concerns post allowance and differentials for bargaining unit employees (BUEs) assigned to the duty station of Nantucket Island, MA.

**Section 1:** Human Resource Policy Manual (HRPM), Policy # 136 – Post Allowance at Nantucket Island, MA shall apply to BUEs.

**Section 2:** The agency will pay BUEs assigned to the duty station of Nantucket Island, MA, a differential pay of ten percent (10%) to base pay, on a bi-weekly installment.

**Section 3:** This MOA shall remain in full force and effect for the duration of the Parties' ATO and AVS CBAs in effect as of the date of this Agreement and shall continue for the duration of the successor CBAs currently in negotiation as of the date of this Agreement.

Signed this 16th date of April 2024:

**For the Union:**

  
David Spero  
PASS National President

**For the Agency:**

  
Wendy Lucas Pisman  
Labor Relations Specialist (AHL-300)

**Agency Head Review:**

  
Miguel A. Nieves-Mojica  
Director, Labor & Employee Relations

4/22/2024

Date

## APPENDIX III-20 Live Video During Zoom/Teams Meetings (12/18/2024)

### MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE PROFESSIONAL AVIATION SAFETY SPECIALISTS

This Memorandum of Understanding (“Agreement”) is made by the Professional Aviation Safety Specialists (“PASS” or the “Union”) and the Federal Aviation Administration (“FAA” or the “Agency”), collectively known as the Parties. This Agreement concerns bargaining unit employees in the ATO bargaining unit appearing on live video during meetings using software applications and/or technology (e.g. Zoom/Teams).

**Section 1.** Employees will be provided reasonable advance notice of the requirement to appear on video during the course of a meeting using software applications and/or technology. Employee use will be subject to the following provisions:

- a. The Parties acknowledge that in some instances, technological problems may prevent an employee from appearing on video during meetings using software applications and/or technology. Employees will not be held responsible for non-compliance in these instances.
- b. Employees shall be permitted to use background blurring and/or appropriate background images when appearing on video during meetings using software applications and/or technology. The display of union insignias/logos shall be permitted. The Agency may require specific, organizationally related background images during certain meetings with external stakeholders. The Agency will provide this background and reasonable advance notice of this requirement.
- c. Employees may turn off their video in certain reasonable circumstances, including but not limited to:
  - sharing their screen with other meeting attendees,
  - taking short breaks,
  - when the Agency determines live video is unnecessary, or
  - when an emergency exists.

**Section 2.** Employees may elevate video conferencing issues and concerns that arise as a result of an employee’s compliance to their managers. The Parties may use Article XX, Problem-Solving, to resolve these issues or concerns.

**Section 3.** The provisions of Section 1 above only apply to employees in the performance of their official duties when required to appear on video. The provisions of Section 1 do not apply to employees acting in the capacity of a designated Union representative and do not supersede or otherwise affect any provision related to the use of telephone or in-person meetings contained in the CBA.

**Section 4.** If a video conference is recorded, employees will be notified in advance of the meeting. Such recordings shall be maintained in accordance with Law, Regulation, and this Agreement.

**Section 5.** Employees required to participate in virtual meetings shall be provided with a computer with the necessary virtual meeting application software and a camera, either built-in or separately issued, that has the necessary capability for the use of virtual backgrounds.



## APPENDIX III-21 Flight Operational Quality Assurance (FOQA) Program (12/20/2024)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FEDERAL AVIATION ADMINISTRATION (FAA) FLIGHT PROGRAM OPERATIONS  
AND  
PROFESSIONAL AVIATION SAFETY SPECIALISTS (PASS)  
FOR  
FLIGHT OPERATIONAL QUALITY ASSURANCE (FOQA) PROGRAM**

This Memorandum of Understanding (MOU) is made and entered into by and between the Federal Aviation Administration Flight Program Operations, hereinafter referred to as the Employer, and the Professional Aviation Safety Specialists (PASS), hereinafter referred to as the Union, concerning the implementation of a FOQA Program. Hereinafter the Employer and the Union are referred to as the Parties.

The Parties recognize that the FOQA Program, hereinafter referred to as the Program, is voluntary and the purpose of the design, implementation, and operation of the Program is to enhance flight operations safety through analysis of recorded flight data information.

Therefore, the Parties mutually agree it is appropriate to initiate a FOQA Program as follows:

- A. DEFINITIONS:** The definitions cited in 14 CFR Parts 13.401 and 193 apply; and,
1. De-Identified Data: Any collected FOQA data or combination of data sanitized of any identifying data.
  2. FOQA Program Information: Any and all FOQA data and any product of the analysis or compilation of such data.
  3. Gatekeeper: One or more Union-appointed members of the Monitoring Team.
  4. Identified Data: Any collected FOQA data or combination of data prior to removal of any identifying data.
  5. Identifying Data: Any FOQA data or combination of data that allows collected data to be associated with individual employees, such as flight date and aircraft tail number.
  6. Operational Event: An event in which an aircraft is operated, as determined by FOQA data, outside of mutually agreed upon tolerances.
- B. FOQA PROGRAM**
1. The program shall ensure the confidentiality and anonymity of employees. No person, other than a Union Gatekeeper, is authorized or will be compelled to identify any employee associated with data except where required by rule, law, order, or regulation.
  2. The Program will be modeled after the FAA's FOQA Implementation and Operations Plan, except where mutually agreed upon to meet operational requirements.
  3. No changes to design, implementation, and operation of the Program shall take place prior to a mutually agreed upon implementation date. All changes, if any, are covered by Terms of Agreement as outlined in this MOU.
  4. The Employer must notify the Union in writing not less than thirty (30) days prior to the installation of any equipment, equipment type, devices, systems, or subsystems which are capable of monitoring employee performance for purposes of the Program.
  5. The Program is not intended to change existing personnel policies, practices, and matters affecting working conditions not expressly contained in this MOU, applicable FAA directives, regulations, and the Parties' collective bargaining agreement (CBA).

The Parties to this agreement, including affected Employees, retain all rights, responsibilities, and obligations contained in the Parties' CBA.

6. All changes to local or divisional personnel policies, practices, and matters affecting working conditions resulting from implementation of the Program that are not expressly covered by an existing agreement, are subject to Article 70 of the Parties' CBA. A copy of all documentation sent to the Union's divisional representatives as part of the Article 70 notification must also be presented to the PASS National Flight Program Operations Representative. All bargaining must be completed prior to implementation.
7. Willful violation of this MOU constitutes reasonable and sufficient grounds for termination of the Program.
8. In the event of termination of the Program or cancellation of this MOU, except where otherwise required by law, rule, or regulation for criminal or deliberate acts, all Identifying and Identified Data will be destroyed.

### **C. FOQA MONITORING TEAM**

1. The FOQA Monitoring Team will be composed of an equal number of Employer-appointed employees and Union-appointed Gatekeeper(s)/representatives. The PASS National Flight Program Operations Representative shall appoint Union Team members. All designations will be in writing and kept current. The Employer will post the names and contact information in appropriate safety forums.
2. The Team is charged with day-to-day oversight of Program operations; reviewing and analyzing flight and event data, making recommendations, and monitoring corrective actions. The administrative chair of the Team will be a designee of the Employer.
3. If there is a violation of Program requirements set forth in this MOU, either the Employer or Union's members of the Team have the option of suspending the Program pending review by the Parties. This option requires unanimous vote by the Team membership group exercising this suspension option; i.e., the Employer's or Union's members.
4. The Union Gatekeeper(s) are the sole individual(s) empowered to identify or contact employees involved in Operational Events for interviews. Gatekeeper(s) are not required to disclose employee communications that occur in the performance of duties.
5. Employees will not be compelled to talk to Gatekeeper(s) but are encouraged to do so in the interest of enhancing flight operations safety. The Employer will provide facilities and a confidential means of communication that protects anonymity.
6. Identifying data shall not be entered on any notes, memoranda, or other documents used by the Gatekeeper in any contact with an employee.
7. When circumstances require travel, the Union's Team members are entitled to travel and per diem in accordance with the FAA Travel Policy (FAATP) and the Parties' CBA. This includes Program training, meetings arranged by the Employer to which Team members are invited, FOQA Program meetings, and other program activities to which the Union has been invited by the FOQA Program Manager.
8. Union Team members must receive time free from all other duties for Team meetings. Employee participation on the Team will not cause an undue overtime obligation on the part of the Employer.
9. Gatekeeper(s) must receive time free from all other duties, to perform the duties associated with the Gatekeeper function. The Employer's FOQA Program Manager, in consultation with the Gatekeeper(s), will determine how much time is required and identify the needed time accordingly.

#### **D. SCOPE**

1. Only data necessary to fulfill the requirements of the Program will be maintained. Either party to this MOU may submit requests for de-identified data to the Monitoring Team. Data will only be for the express purpose of analysis within the scope of this MOU. The Monitoring Team must maintain copies of all data requests, including dispositions.
2. The Union and the Employer will agree to what Operational Events are and will include the values and tolerances that trigger reporting of an Operational Event. Monitoring Team members will continually evaluate the values and tolerances that trigger Operational Events. All changes, additions, and deletions to these events require mutual agreement between Monitoring Team members.
3. The Union or the Employer, as applicable, will be promptly notified of any third-party requests for disclosure of Program Information. Appropriate FAA offices may be afforded access to de-identified Program Information, provided the Monitoring Team gives unanimous prior approval.
4. The Parties agree that disclosure of Program Information inhibits the voluntary provisions of the Program. The Parties also agree that Program Information aids in fulfilling the FAA's safety responsibilities, and protecting such information from disclosure is consistent with responsibilities specified by Title 49 of the U.S. Code, Section 40123. Notwithstanding other provisions of law, neither the Employer nor an FAA office receiving Program Information from the Employer, nor the Union may disclose voluntarily provided Program Information.
5. The Program is not intended to effect any changes to the existing acquisition and use of flight data within Flight Program Operations.

#### **E. DATA USE AND RETENTION**

1. The Program will be used expressly for evaluating and improving the following areas in any manner not specifically prohibited herein or in the Parties' CBA:
  - a. Aircraft Performance
  - b. Aircraft Systems Performance
  - c. Aircrew Performance
  - d. Operational Performance
  - e. Operational Procedures
  - f. Program Performance
  - g. Operational Policies
  - h. Training Programs
  - i. Aircraft Design
  - j. ATC System Operation
  - k. Airport Operational Issues
  - l. Meteorological Issues
  - m. Any other area mutually agreed to by the Parties
  - n. NAS design and modernization
2. Except for criminal or deliberate acts, Program Information shall not be used, in whole or in part, for any punitive, derogatory, or disciplinary action against employees, individually or collectively; and,
  - a. Is inadmissible in any grievance proceeding
  - b. Must not be used to initiate any investigation into alleged employee misconductAny violation of this clause by the Employer or an Agent of the Employer will result in the automatic and irrevocable dismissal of proposed action against an employee for those actions under control of the Employer.





**APPENDIX IV-1 Collaborative Committees and Workgroups Scoping Document**  
**[INSERT NAME OF WORKGROUP]**

**ISSUE:** Provide a collaborative approach for the FAA and PASS (hereafter the "Parties") to address **[insert description of issue(s) to be undertaken by workgroup]**.

**SCOPE:** In accordance with Article 100 of the Parties' 2025 Collective Bargaining Agreement (CBA), a workgroup is established to collaboratively address **[insert description of issue(s) to be undertaken by workgroup]**.

Each Party, at its election, may designate up to **[insert number of workgroup participants]**. Each Party will designate one (1) member of the workgroup as a co-lead. Once established, the workgroup will determine the need for subject matter experts and/or subgroups.

The workgroup will:

- **[list workgroup duties and responsibilities]**

**GENERAL:**

1. The Agency agrees to pay for all travel related expenses for PASS members to attend workgroup or sub-group meetings and related activities.
2. Participation on the workgroup or sub-group does not serve to waive any bargaining obligations nor as a waiver of rights guaranteed by law, regulation, or contract.

**OUTCOME:**

**[identify the following:**

1. **whether the workgroup is empowered to make decisions or recommendations\***
2. **the Agency and Union representative(s) who will receive the outcome, if other than the joint sponsors**
3. **timeframes for completing workgroup duties and responsibilities, as applicable**

**\* if the workgroup is empowered to make recommendations, include a process in the event the a recommendation is not mutually agreed to by the Parties.]**

**LEADERSHIP COMMITMENT:** The undersigned Joint Sponsors authorize this workgroup to operate within the guidelines described in the SCOPE above.

Signed: **[insert month and year]**

For PASS:

For FAA:

\_\_\_\_\_  
**[insert name]**

\_\_\_\_\_  
**[insert name]**

**12. INFORMATION AND TRAINING.** Each Flight Program Operations participating employee and manager receives written guidance outlining the details of the program at least 2 weeks before the program begins. Each participating employee group also receives additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire employees receive training on the program during initial training.

**13. RECORDKEEPING.** All documents and records regarding this program are kept by the Flight Program Operations ASAP manager and made available to the other parties of this agreement at their request. The parties should maintain those records necessary for a program's administration and evaluation and as required by law. Records submitted to the FAA for review relating to an ASAP are protected to the extent allowed by law.

**14. DEVELOP A POLICY AND PROCEDURES MANUAL.** The ERC is encouraged to develop and maintain a manual outlining ASAP processes and procedures for reviewing and analyzing reports. Information for developing this manual can be located on the FAA Flight Standards ASAP website at <http://www.faa.gov/about/initiatives/asap> under "Lessons Learned for ERC's Policy and Procedures."

**FLIGHT PROGRAM OPERATIONS-PILOT**

**15. SIGNATORIES.** All parties to this ASAP are entering into this agreement voluntarily. The MOU shall be effective upon completion of agency head review or thirty (30) calendar days after it has been signed by the Parties, whichever occurs first. The term of this MOU is in accordance with paragraph 7 (Terms of this Agreement) above.

**DAVID H. BOULTER** Digitally signed by DAVID H. BOULTER  
Date: 2020.09.03 13:22:05 -04'00'

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David H. Boulter, AJF-0000  
Vice President  
Flight Program Operations

**Jeffrey Haring** Digitally signed by Jeffrey Haring  
Date: 2020.08.13 07:09:25 -04'00'

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Jeffrey W. Haring  
Union Representative  
Professional Aviation Safety Specialists (PASS)

**KYLE H. THURSTON** Digitally signed by KYLE H. THURSTON  
Date: 2020.08.26 07:41:49 -05'00'

---

Kyle H. Thurston  
Manager, FAA ACE-DSM-FSDO-01  
CMU for Flight Program Operations

**Clifton Edward Lovelace** Digitally signed by Clifton Edward Lovelace  
Date: 2020.10.09 09:47:21 -05'00'

---

Clifton Lovelace  
Acting Central Service Area Director, AHL-C000

\*\*\*\*\*

Above named operator voluntarily withdrawn from the ASAP program by

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## **APPENDIX III-9 NASTEP Virtual Visits (2/2/2022)**

### **Memorandum of Agreement Between the Federal Aviation Administration (FAA) and the Professional Aviation Safety Specialists (PASS)**

This Memorandum of Agreement (MOA) is made by and between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), Air Traffic Organization (ATO). This MOA represents the Parties' understanding on the implementation of the National Airspace System Technical Evaluation Program (NASTEP) Virtual Visits.

1. When determining to conduct NASTEP virtual visits, the Agency will take into consideration the efficacy of the virtual connection at the site. Prior to execution of a virtual NASTEP, employees participating in the evaluation will be provided a NASTEP virtual visit process review and instructions on setting up and using the required virtual equipment.
2. Employees will not be video recorded in conjunction with a virtual NASTEP.
3. To facilitate the review of pertinent facility records associated with a virtual NASTEP, evaluators may review any facility records that have been electronically uploaded into the appropriate agency database. When electronic facility records do not exist, employees may be requested to scan and upload their Facility Reference Data (FRD) and other relevant records, or the NASTEP evaluator may request the employee to live stream the relevant facility documents.
4. Virtual NASTEP evaluations will be consistent with on-site NASTEP evaluations, with the exception of the required procedures to accomplish it virtually.
5. An ATSS may request an additional employee to operate the virtual equipment in order for the specialist to focus on the evaluation. When approving or disapproving the additional employee to provide support to the virtual NASTEP, management will take into consideration the operational needs, and inform the requesting employee of their decision.

6. This agreement shall be effective upon completion of Agency Head Review or within thirty (30) days of the Parties signing of the document, whichever comes first. It shall run concurrent with the October 29, 2017 CBA between PASS and the FAA.



David Spero  
PASS National President

02/02/22  
Date



Jim Wotring  
Manager, NAS Technical  
Performance & Data

02 Feb 2022  
Date

Type text here



Vanessa I. Marzan-Hernandez  
Labor Relations Specialist  
AHL-300

MIGUEL A  
NIEVES-MOJICA

Digitally signed by MIGUEL  
A NIEVES-MOJICA  
Date: 2022.02.02 18:13:25  
-05'00'

Agency Head Signature: \_\_\_\_\_

On behalf of:  
Laura R. Glading  
Date Executive Director  
Management & Employee Relations

## **APPENDIX III-10 Flight Program Operations ASAP for Dispatchers (3/31/2022)**

FLIGHT PROGRAM OPERATIONS  
AVIATION SAFETY ACTION PROGRAM (ASAP)  
FOR  
DISPATCHERS  
BARGAINING UNIT – PROFESSIONAL AVIATION SAFETY SPECIALISTS  
  
MEMORANDUM OF UNDERSTANDING

We the parties of this MOU agree to work together to review, analyze, and resolve safety events submitted to the Aviation Safety Action Program (ASAP).

This MOU is between the Federal Aviation Administration (FAA), FLIGHT PROGRAM OPERATIONS-DISPATCHER, and participating labor groups for employees if they wish to participate.

**1. OPERATOR INFORMATION.** Flight Program Operations (RU3A) holds an air carrier certificate issued under 14 C.F.R. Part 135 and conducts its operations as authorized in (RU3A)'s Operations Specifications (OpSpecs). Flight Program Operations operates approximately 40 aircraft, and employs approximately 8 dispatcher employees related to this MOU. The dispatcher employees are represented by the Professional Aviation Safety Specialists.

**2. PURPOSE OF THIS MOU.** The FAA, Flight Program Operations, and any participating labor groups are committed to improving flight safety. Each party has determined that safety is enhanced if there is a systematic approach for employee groups to promptly identify and correct potential safety hazards. The primary purpose of the Flight Program Operations ASAP is to identify safety events and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, the FAA, Flight Program Operations, and the participating employee labor groups agree to implement this ASAP voluntarily. This ASAP is intended to improve organizational safety through self-reporting, cooperative follow up, and appropriate corrective action. This ASAP is based on a safety partnership that includes the FAA and the eligible entity, and may include a third party, such as the employee's labor group or safety organization serving as an ASAP facilitator. To encourage an employee to voluntarily report safety issues, enforcement-related incentives have been designed into the program.

**3. BENEFITS.** The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop mitigation strategies and employee corrective actions if necessary to help solve safety issues and possibly eliminate deviations from Title 14 of the Code of Federal Regulations. For a report accepted under this ASAP MOU, the FAA will not use any enforcement action to address certain apparent violations of the regulations. This policy is referred to in this MOU as an "enforcement-related incentive".

**4. APPLICABILITY.** The Flight Program Operations ASAP applies to all dispatcher employees of Flight Program Operations and only to events that occur while acting within the scope of their employment with Flight Program Operations and their contractors (if applicable). Reports of events involving apparent noncompliance with Title 14 of the Code of Federal Regulations that appear to involve intentional or reckless conduct, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment for the eligible entity are also excluded.

**5. DECISION-MAKING.** The success of an ASAP is built on the ability of the event review committee (ERC) to achieve consensus on the acceptance or exclusion of each event that is reported. Consensus of the ERC means the voluntary agreement of all representatives of the ERC. The ERC reaches a consensus when deciding whether to accept a report into the program and when deciding on corrective action recommendations related to the reporter, arising from the event (except as provided in paragraph 6, below).

**6. AUTHORITY.** This Agreement is entered into under the authority of 49 U.S.C. § 106(1) and (m). The FAA retains all its legal authority and responsibilities contained in Title 49 of the United States Code, as referenced in FAA Order 2150.3 and in the FAA Compliance and Enforcement Program (as amended). In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), reckless or intentional violation conduct, or a qualification or medical certification issue, the FAA ERC representative decides whether to accept or reject the report.

**7. TERMS OF THIS AGREEMENT.** All ASAPs, whether new or previously established, enter as continuing programs. A review of a continuing program is required every 2 years to ensure its objectives are met. The review is accomplished by all signatories of the MOU.

**8. VOLUNTARY WITHDRAWAL.** Any signatory party to the MOU may withdraw from the MOU at any time and for any reason. The withdrawal of a party, or the termination or modification of a program, will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated, all reports and investigations that were in progress are to be handled under the provisions of the program until they are completed).

**9. POINTS OF CONTACT.** The ERC is comprised of a management representative from the eligible entity, a representative from the employee labor group (if applicable), and a specifically qualified FAA inspector from the appropriate Flight Standards office for Flight Program Operations, or his or her designated alternates as appropriate. In addition, Flight Program Operations will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, including the development and regular maintenance/updating of an ASAP manual or other process document that defines the nature, policy, and procedures of the ASAP and its participants. In some cases (while not ideal), the ASAP manager is also the company management representative to the ERC and may perform both functions. Management officials (other than the airline representative) of any party to this



MOU should not be voting members of the ERC and should refrain from influencing any ERC decisions.

**10. ACCEPTANCE POLICY.** The following criteria are met in order for a report to be accepted under the ASAP:

(1) ASAP reports are accepted unless excluded by one of the criteria listed below:

(a) Any possible noncompliance with Title 14 of the Code of Federal Regulations disclosed in the report that involves reckless or intentional violation conduct.

(b) The reported event involves criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to the appropriate FAA office for further handling. The FAA may use the content of such reports for any FAA action and will refer such reports to law enforcement agencies, if appropriate

(c) The report discloses an event that involves an employee acting outside the scope of his or her employment for the eligible entity.

Note: The ERC may exclude a report that reflects an instance of a repeated act of the same or similar noncompliance by the same individual due to a common root cause that was previously accepted and addressed with corrective action under the ASAP.

(2) Timeliness. In past iterations of ASAP policy, emphasis was placed on meeting strict time period requirements as a condition for acceptance of reports. While timeliness considerations are generally still a relevant factor in determining whether to accept a report, the responsibility of the ERC now is to review all information available and determine whether acceptance of the report is in the best interest of safety. Timeliness considerations, however, do not apply to sole-source reports.

**11. EMPLOYEE FEEDBACK.** The ASAP manager, in coordination with the ERC, publishes pertinent event recaps, data, and trend information derived from filed and processed reports, and ASAP analysis in accordance with Flight Program Operations's defined procedures. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his or her report. In addition, each employee who submits a report accepted under the ASAP receives individual feedback on the final disposition of the report.

**12. INFORMATION AND TRAINING.** Each Flight Program Operations participating employee and manager receives written guidance outlining the details of the program at least 2 weeks before the program begins. Each participating employee group also receives additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire employees receive training on the program during initial training.

**13. RECORDKEEPING.** All documents and records regarding this program are kept by the Flight Program Operations ASAP manager and made available to the other parties of this agreement at their request. The parties should maintain those records necessary for a program's administration and evaluation and as required by law. Records submitted to the FAA for review relating to an ASAP are protected to the extent allowed by law.

**14. DEVELOP A POLICY AND PROCEDURES MANUAL.** The ERC is encouraged to develop and maintain a manual outlining ASAP processes and procedures for reviewing and analyzing reports. Information for developing this manual can be located on the FAA Flight Standards ASAP website at <http://www.faa.gov/about/initiatives/asap> under "Lessons Learned for ERC's Policy and Procedures."

FLIGHT PROGRAM OPERATIONS- DISPATCHER

15. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

**FLOYD ARTHUR  
BADSKY** Digitally signed by FLOYD  
ARTHUR BADSKY  
Date: 2022.03.24 10:26:00 -05'00'

Floyd A. Badsky  
Director of Aircraft Operations  
Flight Program Operations

**JEFFREY W HARING** Digitally signed by JEFFREY W  
HARING  
Date: 2022.03.10 11:41:44 -05'00'

Jeffrey W. Haring  
Union Representative  
Professional Aviation Safety Specialists (PASS)

**KYLE H  
THURSTON** Digitally signed by KYLE H  
THURSTON  
Date: 2022.03.31 07:49:45 -05'00'

Kyle H. Thurston  
Manager, FAA ACE-DSM-FSDO-01  
CMU for Flight Program Operations

**CLIFTON E  
LOVELACE** Digitally signed by CLIFTON E  
LOVELACE  
Date: 2022.04.11 10:39:17 -05'00'

Clifton E. Lovelace  
Central Service Area Director, AHL-C000  
Office of LER Regional Operations  
Federal Aviation Administration

\*\*\*\*\*

Above named operator voluntarily withdrawn from the ASAP program by

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## APPENDIX III-11 Flight Program Operations ASAP for Mission Specialists (3/31/2022)

FLIGHT PROGRAM OPERATIONS  
AVIATION SAFETY ACTION PROGRAM (ASAP)  
FOR  
MISSION SPECIALISTS  
BARGAINING UNIT – PROFESSIONAL AVIATION SAFETY SPECIALISTS

### MEMORANDUM OF UNDERSTANDING

We the parties of this MOU agree to work together to review, analyze, and resolve safety events submitted to the Aviation Safety Action Program (ASAP).

This MOU is between the Federal Aviation Administration (FAA), FLIGHT PROGRAM OPERATIONS-MISSION SPECIALIST, and participating labor groups for employees if they wish to participate.

**1. OPERATOR INFORMATION.** Flight Program Operations (RU3A) holds an air carrier certificate issued under 14 C.F.R. Part 135 and conducts its operations as authorized in (RU3A)'s Operations Specifications (OpSpecs). Flight Program Operations operates approximately 40 aircraft, and employs approximately 45 mission specialist employees related to this MOU. The mission specialist employees are represented by the Professional Aviation Safety Specialists.

**2. PURPOSE OF THIS MOU.** The FAA, Flight Program Operations, and any participating labor groups are committed to improving flight safety. Each party has determined that safety is enhanced if there is a systematic approach for employee groups to promptly identify and correct potential safety hazards. The primary purpose of the Flight Program Operations ASAP is to identify safety events and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, the FAA, Flight Program Operations, and the participating employee labor groups agree to implement this ASAP voluntarily. This ASAP is intended to improve organizational safety through self-reporting, cooperative follow up, and appropriate corrective action. This ASAP is based on a safety partnership that includes the FAA and the eligible entity, and may include a third party, such as the employee's labor group or safety organization serving as an ASAP facilitator. To encourage an employee to voluntarily report safety issues, enforcement-related incentives have been designed into the program.

**3. BENEFITS.** The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop mitigation strategies and employee corrective actions if necessary to help solve safety issues and possibly eliminate deviations from Title 14 of the Code of Federal Regulations. For a report accepted under this ASAP MOU, the FAA will not use any enforcement action to address certain apparent violations of the regulations. This policy is referred to in this MOU as an "enforcement-related incentive".

**4. APPLICABILITY.** The Flight Program Operations ASAP applies to all mission specialist employees of Flight Program Operations and only to events that occur while acting within the scope of their employment with Flight Program Operations and their contractors (if applicable). Reports of events involving apparent noncompliance with Title 14 of the Code of Federal Regulations that appear to involve intentional or reckless conduct, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment for the eligible entity are also excluded.

**5. DECISION-MAKING.** The success of an ASAP is built on the ability of the event review committee (ERC) to achieve consensus on the acceptance or exclusion of each event that is reported. Consensus of the ERC means the voluntary agreement of all representatives of the ERC. The ERC reaches a consensus when deciding whether to accept a report into the program and when deciding on corrective action recommendations related to the reporter, arising from the event (except as provided in paragraph 6, below).

**6. AUTHORITY.** This Agreement is entered into under the authority of 49 U.S.C. § 106(1) and (m). The FAA retains all its legal authority and responsibilities contained in Title 49 of the United States Code, as referenced in FAA Order 2150.3 and in the FAA Compliance and Enforcement Program (as amended). In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), reckless or intentional violation conduct, or a qualification or medical certification issue, the FAA ERC representative decides whether to accept or reject the report.

**7. TERMS OF THIS AGREEMENT.** All ASAPs, whether new or previously established, enter as continuing programs. A review of a continuing program is required every 2 years to ensure its objectives are met. The review is accomplished by all signatories of the MOU.

**8. VOLUNTARY WITHDRAWAL.** Any signatory party to the MOU may withdraw from the MOU at any time and for any reason. The withdrawal of a party, or the termination or modification of a program, will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated, all reports and investigations that were in progress are to be handled under the provisions of the program until they are completed).

**9. POINTS OF CONTACT.** The ERC is comprised of a management representative from the eligible entity, a representative from the employee labor group (if applicable), and a specifically qualified FAA inspector from the appropriate Flight Standards office for Flight Program Operations, or his or her designated alternates as appropriate. In addition, Flight Program Operations will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, including the development and regular maintenance/updating of an ASAP manual or other process document that defines the nature, policy, and procedures of the ASAP and its participants. In some cases (while not ideal), the ASAP manager is also the company management representative to the ERC and may perform both functions. Management officials (other than the airline representative) of any party to this

MOU should not be voting members of the ERC and should refrain from influencing any ERC decisions.

**10. ACCEPTANCE POLICY.** The following criteria are met in order for a report to be accepted under the ASAP:

(1) ASAP reports are accepted unless excluded by one of the criteria listed below:

(a) Any possible noncompliance with Title 14 of the Code of Federal Regulations disclosed in the report that involves reckless or intentional violation conduct.

(b) The reported event involves criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to the appropriate FAA office for further handling. The FAA may use the content of such reports for any FAA action and will refer such reports to law enforcement agencies, if appropriate

(c) The report discloses an event that involves an employee acting outside the scope of his or her employment for the eligible entity.

Note: The ERC may exclude a report that reflects an instance of a repeated act of the same or similar noncompliance by the same individual due to a common root cause that was previously accepted and addressed with corrective action under the ASAP.

(2) Timeliness. In past iterations of ASAP policy, emphasis was placed on meeting strict time period requirements as a condition for acceptance of reports. While timeliness considerations are generally still a relevant factor in determining whether to accept a report, the responsibility of the ERC now is to review all information available and determine whether acceptance of the report is in the best interest of safety. Timeliness considerations, however, do not apply to sole-source reports.

**11. EMPLOYEE FEEDBACK.** The ASAP manager, in coordination with the ERC, publishes pertinent event recaps, data, and trend information derived from filed and processed reports, and ASAP analysis in accordance with Flight Program Operations's defined procedures. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his or her report. In addition, each employee who submits a report accepted under the ASAP receives individual feedback on the final disposition of the report.

**12. INFORMATION AND TRAINING.** Each Flight Program Operations participating employee and manager receives written guidance outlining the details of the program at least 2 weeks before the program begins. Each participating employee group also receives additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire employees receive training on the program during initial training.

**13. RECORDKEEPING.** All documents and records regarding this program are kept by the Flight Program Operations ASAP manager and made available to the other parties of this agreement at their request. The parties should maintain those records necessary for a program's administration and evaluation and as required by law. Records submitted to the FAA for review relating to an ASAP are protected to the extent allowed by law.

**14. DEVELOP A POLICY AND PROCEDURES MANUAL.** The ERC is encouraged to develop and maintain a manual outlining ASAP processes and procedures for reviewing and analyzing reports. Information for developing this manual can be located on the FAA Flight Standards ASAP website at <http://www.faa.gov/about/initiatives/asap> under "Lessons Learned for ERC's Policy and Procedures."

**FLIGHT PROGRAM OPERATIONS-MISSION SPECIALIST**

**15. SIGNATORIES.** All parties to this ASAP are entering into this agreement voluntarily.

FLOYD ARTHUR BADSKY  
Digitally signed by FLOYD ARTHUR BADSKY  
Date: 2022.03.29 08:55:08 -05'00'

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Floyd A. Badsky  
Director of Aircraft Operations  
Flight Program Operations

JEFFREY W HARING  
Digitally signed by JEFFREY W HARING  
Date: 2022.03.10 11:43:12 -05'00'

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Jeffrey W. Haring  
Union Representative  
Professional Aviation Safety Specialists (PASS)

KYLE H THURSTON  
Digitally signed by KYLE H THURSTON  
Date: 2022.03.31 07:53:02 -05'00'

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Kyle H. Thurston  
Manager, FAA ACE-DSM-FSDO-01  
CMU for Flight Program Operations

CLIFTON E LOVELACE  
Digitally signed by CLIFTON E LOVELACE  
Date: 2022.04.11 10:40:27 -05'00'

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Clifton E. Lovelace  
Central Service Area Director, AHL-C000  
Office of LER Regional Operations  
Federal Aviation Administration

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Above named operator voluntarily withdrawn from the ASAP program by

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



**APPENDIX III-12 Aviation Safety Information Analysis and Sharing (ASIAS) Program  
(10/25/2022)**

**MEMORANDUM OF UNDERSTANDING  
Between  
Federal Aviation Administration  
And  
Professional Aviation Safety Specialists, AFL-CIO  
Regarding  
Aviation Safety Information Analysis and Sharing**

This Memorandum of Understanding (MOU) is between the Professional Aviation Safety Specialists, AFL-CIO "PASS" and the Federal Aviation Administration, Flight Program Operations, AJF-0 "Agency," and jointly referred to as the "Parties." This Agreement represents the understanding of the Parties concerning the Aviation Safety Information Analysis and Sharing (ASIAS) program. The Parties hereby agree to the following:

- Section 1: The Agency will join the ASIAS Program, which is a collaborative data and information sharing program within the aviation community to advance aviation safety.
- Section 2: The Agency will sign the enclosed Cooperative Agreement with the MITRE Corporation. The Cooperative Agreement defines the terms and conditions whereby the MITRE Corporation will receive data and information from the Agency.
- Section 3: The Parties agree to work together as co-Participants to the Cooperative Agreement. Decisions on data provided and continued participation in the ASIAS Program will be made by consensus or through the dispute procedures outlined in Section 5 herein.
- Section 4: The data and safety reports provided to the MITRE Corporation will include data from the Flight Operational Quality Assurance (FOQA) Program and Aviation Safety Action Programs (ASAP) as listed in the Cooperative Agreement, Exhibit A and cited below:

Digital Flight Data

- Participant WILL provide data.
- Participant WILL NOT provide flight identifying information to be used for ASIAS Fusion AND WILL NOT allow for MITRE's use in ASIAS Fusion Geospatial Track Matching.

Aviation Safety Action Program – Flight Operations

- Participant WILL provide data.
- Participant WILL NOT provide flight identifying information for MITRE's use in ASIAS Fusion.

Aviation Safety Action Program – Maintenance

- Participant WILL provide data.
- Participant WILL NOT provide flight identifying information for MITRE's use in ASIAS Fusion.

Aviation Safety Action Program – Dispatch

- Participant WILL provide data.
- Participant WILL NOT provide flight identifying information for MITRE's use in ASIAS Fusion.

Aviation Safety Action Program – Inflight

- Participant WILL NOT provide data or does not possess active program.

Section 5: Internal disputes concerning the ASIAS Program will be handled through the problem solving procedures outlined in the Parties' Agreement, Article 5. The Parties understand that the Agency will follow the procedures outlined in the Cooperative Agreement, Sections 6 and/or 18, regarding any decision resulting from the Parties problem solving procedures.

Section 6: This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract and comprises the entire agreement between the Parties regarding the matters described herein.

Section 7: This MOU shall be effective upon completion of Agency Head Review or thirty (30) days after signed by the Parties, whichever comes first. This agreement will remain in effect for the duration defined in the Cooperative Agreement, Section 18, unless jointly terminated at an earlier period.

**For the Agency:**

**ROBERT H  
BURKE** Digitally signed by  
ROBERT H BURKE  
Date: 2022.10.25  
08:51:35 -04'00'

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Robert Burke, Date  
Director of Safety, AJF-3000

**For the Union:**

**JEFFREY W  
HARING** Digitally signed by  
JEFFREY WHARING  
Date: 2022.10.25  
07:02:13 -04'00'

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Jeffrey Haring Date  
PASS National Representative

**Agency Head Review:**

**CLIFTON E  
LOVELACE** Digitally signed by  
CLIFTON E LOVELACE  
Date: 2022.11.14  
08:39:44 -08'00'

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Clifton Lovelace Date  
Central Service Area Manager, AHL-C000  
Office of LER Regional Operations  
Federal Aviation Administration

**NON-REIMBURSABLE COOPERATIVE AGREEMENT  
BETWEEN  
THE MITRE CORPORATION  
AND  
Part 91/135/141 Flight Program Operations  
FOR  
AVIATION SAFETY INFORMATION ANALYSIS AND SHARING (ASIAS) FOR  
GENERAL AVIATION**

**1. AUTHORITY**

This Cooperative Agreement (Agreement) is between Flight Program Operations (hereinafter referred to as "Participant"), with a principal place of business or headquarters at 6500 S MacArthur Blvd Oklahoma City, OK 73169 and The MITRE Corporation, with a principal place of business at 7515 Colshire Drive, McLean, Virginia 22102 (hereinafter referred to as "MITRE" and jointly referred to as the "Parties") for the collection of Data and Information for an information sharing initiative on behalf of Aviation Safety Information Analysis and Sharing (ASIAS).

**2. DEFINITIONS**

- 2.1 ASIAS Executive Board (AEB) – governing board that oversees the operations of the ASIAS program.
- 2.2 General Aviation Issue Analysis Team (GA-IAT) – executes activities as directed by the AEB.
- 2.3 Operational Support Entity – organization designated by the AEB to develop and support the operational infrastructure for the ASIAS program; MITRE is the Operational Support Entity for ASIAS.
- 2.4 Data - A defined set of facts or set of safety values collected from various aviation-related sources, which is used to maintain or improve safety. Data consist of discrete or irreducible elements, such as numerical values or textual inputs about hazards and safety issues, that are used to develop safety Information.
- 2.5 Information - Safety data processed, organized or analyzed in a given context so as to make it useful for safety management purposes. Information is the conclusions and results of analyses and studies and includes the underlying supporting Data that was submitted from Participants.

**3. PURPOSE**

This Agreement shall be for the purpose of making Data from Participant available to MITRE to support MITRE's development and analysis within ASIAS for the purposes specified in this Agreement. This Agreement defines the terms and conditions between the Parties whereby MITRE will be permitted to receive Participant Data listed herein below.

Both Parties agree that all uses of Data provided under this Agreement or results generated by ASIAs will be governed by the ASIAs Procedures and Operations Plan for General Aviation, attached hereto and incorporated by reference, that is maintained under the direction of the ASIAs Executive Board (AEB) with the consensus of ASIAs Stakeholder Organizations. Core principles, and roles and responsibilities for Participant as a “Data Transfer Organization”, and for MITRE as the Operational Support Entity for ASIAs, are defined and specified in The ASIAs Procedures and Operations Plan for General Aviation.

#### 4. RESPONSIBILITIES

##### 4.1. Participant’s Responsibilities.

Participant will:

- 4.1.1. Abide by the Core Principles as defined and specified in the ASIAs Procedures and Operations Plan for General Aviation and fulfill the roles and responsibilities for “Data Transfer Organizations” as defined and specified in the ASIAs Procedures and Operations Plan for General Aviation, including the following items.
  - a. Reach and maintain consensus with relevant employee groups before sharing Data with ASIAs and support appropriate participation in ASIAs activities.
  - b. Transfer Data according to an established schedule.
  - c. Monitor the Data provided by the Participant and coordinate with the Operational Support Entity to resolve Data interruptions or quality issues.
  - d. Provide subject matter expertise to assist in the use and interpretation of Data or Information to support safety analysis.
- 4.1.2. Reach agreement with MITRE on the Data storage location for Participant Data; such Data storage location can be on MITRE premises, or at a third-party entity.
- 4.1.3. Inform MITRE of the types of Data to be provided to ASIAs and its permitted use by completing **Exhibit A, Participant Data Types to be Provided for ASIAs Analysis**. Update Exhibit A as changes are made to Data sources or their allowed use and send in writing to MITRE as a routine unilateral amendment to this Agreement. Future updates to Exhibit A do not need a signature by MITRE or Participant.
- 4.1.4. Remove personally identifiable information, to the extent possible, by encrypting or removing employee names before providing Data to MITRE.

4.2. MITRE's Responsibilities

MITRE will:

4.2.1. Abide by the Core Principles and fulfill the roles and responsibilities for the Operational Support Entity as defined and specified in the ASIAs Procedures and Operations Plan for General Aviation, including the following items:

- a. Implement ASIAs governance, policies, and procedures.
- b. Provide full transparency about processes for managing Data and conducting analysis.
- c. Identify and act on Data quality issues and coordinate with Participant to resolve issues.
- d. Conduct analysis in alignment with AEB and IAT direction.

4.2.2. Store Data at the location determined by Participant and MITRE, which can be on MITRE premises, or at a third-party entity.

4.2.3. Use Data specified in Exhibit A for ASIAs analysis only. Maintain the confidentiality of, not disclose to any third party, all other data identified by Participant to: (a) be non-public, privileged, confidential and/or proprietary in nature; or (b) incorporate trade secrets of Participant.

4.2.4. Obtain specific prior written consent of Participant before any of Participant's Data is used for any purpose other than those specified in this Agreement.

Without limiting section 4.2.3 above MITRE will update Exhibit B containing the names of the non-MITRE entities that will have access to portions of the Data. These non-MITRE entities include MITRE contractors and research organizations that will conduct research as directed by the ASIAs Executive Board and which have entered into Non-Disclosure Agreements with MITRE which contain protections equal to or greater than those contained in this Agreement. MITRE will give Participant written notification, and the opportunity to consent, before any companies or contractors are given access to any portion of Participant's Data. As needed, updates to Exhibit B will be sent to Participant as a routine unilateral amendment to this Agreement, without needing a signature by MITRE or Participant.

4.2.5 Destroy Data provided by Participant that exceeds the retention times specified for ASAP and FOQA in the ASIAs Procedures and Operations Plan for General Aviation, except as directed by the ASIAs Executive Board to prevent interruption of analysis in an ongoing study.

**5. KEY PERSONNEL**

The technical and business personnel identified in Exhibit C are designated as the key personnel for their respective Party. These key personnel are the principal points of contact between the Parties in the performance of this Agreement. As needed, updates to Exhibit C will be sent to MITRE or the Participant as a routine unilateral amendment to this Agreement, without needing a signature by MITRE or the Participant.

**6. DISPUTE RESOLUTION**

The Key Personnel for the Parties will attempt in good faith to resolve all issues arising out of this Agreement. If they are unable to agree on any issue within a reasonable time (but in no event more than thirty (30) days) after either Party delivers to the other Party written notice describing such issue in reasonable detail, then the dispute will be referred to the Parties' respective immediate supervisors for joint resolution. If the Parties are still unable to resolve the issue within ten (10) business days after the issue has been referred to such supervisors for resolution, then either Party shall use whatever legal remedies are available to it.

**7. RIGHTS IN DATA**

7.1. General

- 7.1.1. Data exchanged between MITRE and the Participant under this Agreement will be exchanged without restriction on its disclosure, use, or duplication except as otherwise provided in this Agreement. No preexisting proprietary data will be provided to the Participant under this Agreement unless specifically authorized, in writing, by the owner of the proprietary data.
- 7.1.2. The term "Data" as defined in section 2.4 is, regardless of its form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, computer software and documentation, and commercial and financial data.
- 7.1.3. The rights in Data set forth herein are applicable to any employees, contractors or subcontractors of MITRE, or other entities having a fiduciary or contractual relationship with the Participant that are assigned, tasked, or contracted with to perform specified Participant activities under this Agreement.

7.2. Background Data

7.2.1. In the event it is necessary for MITRE or Participant to furnish the other with Government Sensitive/trade secret data or commercial or financial data that existed prior to, or was produced outside of, this Agreement and the data is so identified with a conspicuous notice or legend, such data, to the extent permitted by law, will be maintained in confidence and disclosed and used by MITRE and its contractors (under suitable protective conditions) and Participant only for the purpose of carrying out their responsibilities under this Agreement.

7.2.2. Upon completion of activities under this Agreement, such data will be disposed of as requested by the disclosing Party.

7.3. Data Produced by the Participant under this Agreement

If in the course of performing its duties under this Agreement, the Participant furnishes MITRE with trade secret data or commercial or financial information, other than that described in Section 4 hereinabove, that is privileged or confidential and the data is so identified with a conspicuous notice or legend or is identified as Participant's Proprietary Data, MITRE and its contractors (under suitable protective conditions), to the extent permitted by law, will keep the data in confidence and disclose and use the data only for carrying out their responsibilities under the Agreement.

7.4. Participant's Proprietary Data

The Parties agree that the following is proprietary regardless of markings; all Data identified in Exhibit A, provided by or received from Participant. Participant retains control of such Data and is permitting MITRE to receive it only for the purposes stated in this agreement.

7.5. Information First Produced by MITRE

Information first produced by MITRE in carrying out its responsibilities under this Agreement that may be sensitive or have some commercial or proprietary value will, to the extent permitted by law, be maintained in confidence for a period of five (5) years after development of the Information, with the express understanding that, during this period, such Information may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use, provided that the Information is marked with an appropriate notice or legend. If MITRE provides such Information to Participant, Participant agrees not to disclose such Information to a third party without MITRE's written approval.



7.6. Protection of Information

It is acknowledged by MITRE and Participant that certain Data to be provided by Participant to MITRE or Information produced by MITRE based on such Data as a consequence of this Agreement is extremely sensitive, and that the release of such Data or Information to third parties could cause harm to Participant, to Participant's employee groups, to the ASIAs project, and to the objectives of this Agreement. The Data identified in Exhibit A are being submitted voluntarily by Participant and would not be provided if they were subject to public disclosure.

MITRE specifically acknowledges that it is not subject to the Freedom of Information Act (5 USC 552a) (FOIA). If MITRE is subject to any legal process whatsoever for the release of such Information, it will notify the affected Participant so that Participant may pursue its own legal action and MITRE will use all legal means at its disposal to resist any and all disclosures to the demanding Party.

7.7. Data Disclosing an Invention

In the event data exchanged between MITRE and Participant discloses an invention (conceived or reduced to practice under this Agreement) for which patent protection is being considered, the receiving Party agrees to withhold such data from public disclosure for a reasonable time (presumed to be 1 year unless mutually agreed otherwise) in order for patent protection to be obtained, provided the disclosure and use of such data is not otherwise limited or restricted in this Agreement, and the furnishing Party specifically identifies and marks such data and as further provided under Section 7 below.

7.8. Copyright

In the event data is exchanged with a notice indicating that the data is protected under the U.S. or foreign copyright laws, such data will be presumed to be published and the following paid-up licenses shall apply:

7.8.1 If the data is identified as having existed prior to this Agreement, or having been produced outside of this Agreement, the receiving Party and others acting on its behalf, may reproduce, distribute, and prepare derivative works for the purpose of carrying out the receiving Party's responsibilities under this Agreement.

7.8.2 If the furnished data does not contain an indication that it existed prior to this Agreement, or was produced outside of this Agreement, it will be assumed that the data was first produced under this Agreement, and the receiving Party and others acting on its behalf, may reproduce, distribute, and prepare derivative works for any of its own purposes.

7.9. Oral and visual information

If either Party verbally or visually discloses to the other data or information which is privileged or confidential, such data or information must be reduced to tangible, recorded form, marked with a conspicuous notice or legend as required by paragraphs 7.2, 7.3, 7.4, and 7.5 above, and furnished to the receiving Party within ten (10) business days after such oral or visual disclosure. Otherwise, the receiving Party shall have no duty to limit or restrict disclosure of the information and shall not incur any liability for disclosure and use of such information, except for de-identified digital flight Data or de-identified safety report Data which may not be disclosed.

7.10. Disclaimer of Liability

Notwithstanding the above, neither Party shall be restricted in, nor incur any liability for, the disclosure and use of the following:

7.10.1 Data not identified with a suitable notice or legend as set forth in paragraphs 7.2, 7.3, 7.4, and 7.5; nor,

7.10.2 Information contained in any data for which disclosure and use is restricted under paragraphs 7.2, 7.3, 7.4, and 7.5 above, if such information is or becomes generally known without breach of the above paragraphs, is known or generated by the receiving Party independently of carrying out its responsibilities under this Agreement, is rightfully received from a third Party without restriction, or is included in data which the disclosing Party has, or is required to furnish to the U.S. Government without restriction on disclosure and use.

7.11. Data Subject to Export Control

If a Party discloses technical data subject to U.S. export laws and regulations to the other Party under this Agreement, the receiving Party agrees that such technical data will not be provided to foreign nationals or be shipped or transmitted outside the United States without proper U.S. Government authorization, where required, regardless of whether the data is marked or identified by a legend. [Note that for purposes of U.S. export laws, persons admitted to the United States with permanent resident status or with refugee status are not foreign nationals.]

7.12. Restrictions on Release

Any rights of publication or other disclosure are subject to the restrictions on the release of Participant's Proprietary Data as set forth elsewhere in this Agreement. If MITRE wishes to publish or release any Participant's Proprietary Data, outside the restrictions of the ASIAs Procedures and Operations Plan for General Aviation, but in accordance with the foregoing sections of the Agreement, MITRE must first obtain Participant's prior written informed consent, which consent Participant may withhold for any reason. Participant recognizes, however, that MITRE and/or FAA desires and intends to publish the results of the ASIAs analysis without disclosing any Participant's proprietary Data. Participant concurs with such publication goals and agrees that it will work with MITRE and/or FAA in achieving such goals.

7.13. Warranty of Rights in Data

Each Party warrants that it has ownership of or adequate rights in any Data furnished under this Agreement in order to lawfully provide the Data to the other Party for use in accordance with the terms of this Agreement.

**8. PATENT AND INVENTION RIGHTS**

8.1. General

8.1.1. Title to inventions made (conceived or first actually reduced to practice) as a result of activities under this Agreement will remain with the respective inventing Party and no patent or invention rights are exchanged or granted by the Parties under this Agreement except as provided herein. Both Parties will use reasonable efforts to report inventions made as a result of activities performed under this Agreement.

8.1.2. The rights in inventions set forth herein are applicable to any employees, contractors or subcontractors, or other entities having a fiduciary or contractual relationship with the Participant that are assigned, tasked, or contracted with to perform specified Participant activities under this Agreement.

8.2. Protection of Reported Inventions

When inventions are reported and disclosed between the Parties in accordance with the provisions of this clause, the receiving Party agrees to withhold such reports or disclosures from public access for a reasonable time (presumed to be 1 year unless otherwise mutually agreed) in order to facilitate the allocation and establishment of the invention and patent rights.

8.3. Related Inventions

For the purposes of this paragraph, a related invention is one made by MITRE that is related to the subject matter of this Agreement, but which was made by MITRE independently of MITRE and Participant's activities performed under this

Agreement, and not based on Participant's existing intellectual property or Participant's confidential or nonpublic information. Such an invention may be covered by a patent application or patent, title, which is owned by MITRE and obtained outside of this Agreement. For such a related invention, MITRE will use reasonable efforts to bring the invention or inventions to the attention of the Participant either before, or during this Agreement, and, to the extent such inventions are available for licensing, may upon the Participant's request, and within MITRE's sole discretion, enter into negotiations for a commercial license concomitantly with this Agreement.

**9. FINANCIAL OBLIGATIONS**

There will be no transfer of funds or other financial obligations between MITRE and the Participant in connection with this Agreement. Each Party will fund its own participation under this Agreement.

**10. NON-EXCLUSIVITY**

This Agreement is not exclusive; accordingly, MITRE may enter into similar agreements for the same or similar purpose with other U.S. private or public entities.

**11. DISCLAIMER OF WARRANTY**

Except as set forth in Section 7.13, Warranty of Rights in Data, neither Party makes any warranty regarding the Data used or generated under this Agreement, the results of any activities under this Agreement, or their availability or their suitability for any particular use. Neither Party makes any assurances to the other Party or others regarding the performance of software tested in MITRE facilities nor does either Party endorse any resulting designs, hardware, or other matters, except as may be specifically stated elsewhere in this Agreement.

**12. NO PARTNERSHIP**

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or other business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

**13. GOVERNING LAW**

The laws of the Commonwealth of Virginia govern this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

**14. LIABILITY AND RISK OF LOSS**

Neither Participant nor MITRE shall make any claim against the other, employees of the other, the other's related entities (e.g., contractors, subcontractors, investigators or their contractors or subcontractors), or employees of the other's related entities for death or injury to its own employees or employees of its related entities, or for damage or loss of its own property or that of its related entities, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct, with regard to activities undertaken pursuant to this Agreement.

The Parties further agree to extend this cross-waiver to their related entities by requiring them, by contract or otherwise, to waive all claims against the other Party, related entities of the other Party, and employees of the other Party or of its related entities for injury, death, damage, or loss arising from, or related to, activities undertaken pursuant to this Agreement.

**15. ASSIGNMENT**

This Agreement may be modified only by a written document signed by officials authorized to bind the Parties.

Neither this Agreement nor any interest arising under it shall be assigned, subleased, or transferred in any way, nor shall any obligation or duty under this Agreement be delegated by Participant without the consent of the official authorized to bind MITRE.

**16. USE OF MITRE OR PARTICIPANT NAME AND INITIALS**

The Participant agrees to submit to MITRE for its approval all promotional and advertising material which uses the MITRE and/or FAA name, initials or logo prior to publication.

MITRE agrees to submit to Participant for its approval all promotional and advertising material which uses the Participant name, trade name, initials, logo, or trademark prior to publication. Approval by Participant shall be based on Participant's policies and common practices.

**17. INDEPENDENCE OF CONTRACTS**

The Parties agree that this Agreement is independent of any other contract between the MITRE and the Participant. The Participant is not released from its obligations under other existing contracts with the MITRE.

**18. TERM AND RIGHT TO TERMINATE**

This Agreement becomes effective on the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or 10 years from the date of the last signature, whichever comes first (the "Term").

Either Party may terminate this Agreement, at any time and for any reason, upon delivery of a thirty (30) day written notice to the other Party. Neither Party shall be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by the other Party, its employees, agents, contractors and invitees as a result of the termination pursuant to this provision. In the event of such termination, each Party shall return to the other any Data it furnished to assist the other in performance of this Agreement, but each Party may retain any data generated by its partial performance under the Agreement, unless the data or invention and patent rights or other section of this Agreement provides otherwise. In addition, and at Participant's discretion at such time as notice is given, Participant may immediately demand that MITRE delete all Data.

This Agreement is terminated simultaneously with the termination of MITRE as the designated agent for the FAA's ASIAs information sharing initiative. This Agreement is subject to provisions of the ASIAs Procedures and Operations Plan for General Aviation. The

obligations of the Parties set forth in the Rights in Data (Section 7), Patent and Invention Rights (Section 8), and Liability and Risk of Loss (Section 14), provisions of this Agreement concerning technical data and goods, intellectual property rights, and liability shall continue to apply after the expiration or termination of this Agreement.

The MITRE Corporation:

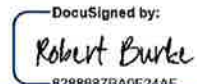
By:   
Greg Tennille  
Director  
Transportation Safety  
The MITRE Corporation

Dated: 10/18/2022

By:   
Matthew Kilroe  
Contracts Manager  
The MITRE Corporation

Dated: 10/19/2022

Participant:

By:   
Robert Burke  
Director of Safety  
Flight Program Operations  
Robert.Burke@faa.gov

Dated: 10/4/2022

**EXHIBIT A**

**Participant Data Types to be Provided for ASIAs Analysis<sup>1,2</sup>**

Revision Date: 10/4/2022

DIGITAL FLIGHT DATA <sup>3</sup>	
select one	<input checked="" type="checkbox"/> Participant <b>WILL</b> provide data
	Participant <b>WILL NOT</b> provide data or does not possess active program
select one	Participant <b>WILL</b> provide flight identifying information to be used for ASIAs Fusion <sup>4</sup> <b>AND</b> allow for MITRE's use in ASIAs Fusion through Geospatial Track Matching <sup>5</sup>
	Participant <b>WILL NOT</b> provide flight Identifying Information to be used for ASIAs Fusion <sup>4</sup> <b>BUT WILL</b> allow for MITRE's use in ASIAs Fusion through Geospatial Track Matching <sup>5</sup>
	<input checked="" type="checkbox"/> Participant <b>WILL NOT</b> provide flight identifying information to be used for ASIAs Fusion <sup>4</sup> <b>AND WILL NOT</b> allow for MITRE's use in ASIAs Fusion through Geospatial Track Matching <sup>5</sup>
AVIATION SAFETY ACTION PROGRAM (ASAP) <sup>3</sup> – Flight Operations	
select one	<input checked="" type="checkbox"/> Participant <b>WILL</b> provide data
	Participant <b>WILL NOT</b> provide data or does not possess active program
select one	Participant <b>WILL</b> provide flight Identifying Information for MITRE's use in ASIAs Fusion <sup>4</sup>
	<input checked="" type="checkbox"/> Participant <b>WILL NOT</b> provide flight identifying information for MITRE's use in ASIAs Fusion <sup>4</sup>
AVIATION SAFETY ACTION PROGRAM (ASAP) <sup>3</sup> – Maintenance	
select one	<input checked="" type="checkbox"/> Participant <b>WILL</b> provide data
	Participant <b>WILL NOT</b> provide data or does not possess active program
select one	Participant <b>WILL</b> provide flight identifying information for MITRE's use in ASIAs Fusion <sup>4</sup>
	<input checked="" type="checkbox"/> Participant <b>WILL NOT</b> provide flight identifying information for MITRE's use in ASIAs Fusion <sup>4</sup>
AVIATION SAFETY ACTION PROGRAM (ASAP) <sup>3</sup> – Dispatch	
select one	<input checked="" type="checkbox"/> Participant <b>WILL</b> provide data
	Participant <b>WILL NOT</b> provide data or does not possess active program
select one	Participant <b>WILL</b> provide flight identifying information for MITRE's use in ASIAs Fusion <sup>4</sup>
	<input checked="" type="checkbox"/> Participant <b>WILL NOT</b> provide flight identifying information for MITRE's use in ASIAs Fusion <sup>4</sup>
AVIATION SAFETY ACTION PROGRAM (ASAP) <sup>3</sup> – Inflight	
select one	Participant <b>WILL</b> provide data
	<input checked="" type="checkbox"/> Participant <b>WILL NOT</b> provide data or does not possess active program
select one	Participant <b>WILL</b> provide flight identifying information for MITRE's use in ASIAs Fusion <sup>4</sup>
	Participant <b>WILL NOT</b> provide flight identifying information for MITRE's use in ASIAs Fusion <sup>4</sup>
OTHER SAFETY HAZARD REPORT	
Please specify:	

1. Participant can unilaterally update this table by providing written notification to MITRE.
2. Safety report data sources can include Aviation Safety Action Program (ASAP) reports for Flight Operations, Dispatch, Maintenance, and Cabin. Digital flight data sources include Flight Operational Quality Assurance (FOQA) data. Participant can add data type rows as needed.
3. **To participate in Fusion, at least one of the following must be selected: identified ASAP Flight Operations, identified Safety or Hazard Reports, or Digital flight data with track matching.**
4. Per the ASIAs Procedures and Operations Plan, MITRE will protect identified data used for fusion by encrypting the flight number, tail number and full date values. Within 24 hours of receiving identified records, MITRE will complete the encryption and destroy the identified data input records provided by Participant.
5. Geospatial Track Matching is part of the fusion process that matches pairs of digital flight records to surveillance track records thus enabling the fusion of all the data sources matched in time and space. While track matching can be accomplished with de-identified digital flight data, the confidence of the match is higher using identified digital flight data, thus resulting in better identification of aggregate safety issues via fusion. If Participant chooses to allow digital flight data to be used in the fusion portion of the ASIAs Program, there are two options: (1) to allow Geospatial Track Matching without providing flight number, tail number, and full date; or (2) to allow Geospatial Track Matching in addition to providing flight number (if applicable), tail number, and full date. The second option is preferred since it improves the quality of the fusion results via Geospatial Track Matching.



## **EXHIBIT B**

### **List of Authorized Entities**

Revision Date: 12-11-2018

1. ARGUS PRISM (transmits safety reports to MITRE)
2. ARINC (transmits digital flight data between GE and MITRE)
3. Baldwin Aviation (transmits safety reports to MITRE)
4. GE Flight Efficiency Services (FES) (formerly Austin Digital, Inc. [ADI])  
(processes digital flight data)
5. Polaris Aero (transmits safety reports to MITRE)
6. ProSafeT (transmits safety reports to MITRE)
7. WBAT (transmits safety reports to MITRE)

## EXHIBIT C

### List of MITRE and Participant Key Personnel

Revision Date: 2020-11-11

#### MITRE Key Personnel:

Marshall Koch, Department Manager  
E-mail: [mkoch@mitre.org](mailto:mkoch@mitre.org)  
Tel No.: 703-983-6928

Greg Tennille, Director  
E-mail: [tennille@mitre.org](mailto:tennille@mitre.org)  
Tel No.: 703-983-6065

Mailing Address: 7515 Colshire Drive McLean, VA 22102

#### Participant Key Personnel:

Flight Program Operations  
6500 S MacArthur Blvd  
Oklahoma City, OK 73169

##### Authorized Management Positions and Personnel

Director of Maintenance  
Bianchi, Michael J.      Email: [Michael.J.Bianchi@faa.gov](mailto:Michael.J.Bianchi@faa.gov)  
405-212-8667

Director of Operations  
Meek, James M.      Email: [James.M.Meek@faa.gov](mailto:James.M.Meek@faa.gov)  
405-250-5731

Chief Pilot  
Faber, Lorelei      Email: [Lorry.Faber@faa.gov](mailto:Lorry.Faber@faa.gov)  
609-328-6016

Director of Safety  
Burke, Robert      Email: [Robert.Burke@faa.gov](mailto:Robert.Burke@faa.gov)  
202-380-6891

## APPENDIX III-13 OCC to SOC Pilot (2/23/2023)

### MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE PROFESSIONAL AVIATION SAFETY SPECIALISTS

This Agreement is made by the Professional Aviation Safety Specialists (“PASS” or the “Union”) and the Federal Aviation Administration (“FAA” or the “Agency”), collectively known as the Parties. This Agreement concerns the Agency’s proposed implementation of a pilot program to transition OCC activities to the SOC.

**Section 1:** The Parties agree to continue the previously established collaborative workgroup as described in Article 13 for the purposes of evaluating and reviewing the progress of the Agency’s proposed pilot program to transition OCC activities to the SOCs.

**Section 2:** For the purposes of this Agreement, collaboration means both Parties taking responsibility to engage in meaningful dialogue with their counterpart. This includes making a genuine effort to ensure that both Parties’ interests have been identified and as many as possible have been addressed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the Agency. Collaboration shall be not construed as a waiver of any Union or Agency right.

**Section 3:** The Agency and the Union will designate a co-lead, and additional membership will be comprised of the current Article 13 workgroup members. The scope of the workgroup will be to determine the viability and impacts of transitioning OCC activities to the SOC during the pilot program. This will be communicated to each member prior to the recommencement of workgroup activities. The workgroup will be empowered to provide input and make decisions, where delegated by management, or recommendations regarding the effectiveness and efficiencies associated with the pilot program transition from the OCC to SOC. Separate scoping documents may be developed by the workgroup co-leads to establish and empower subgroups, when appropriate. The co-leads may invite Subject Matter Experts (SME). Release of BUE SMEs must be coordinated with the Agency for approval in advance.

**Section 4:** Employees shall be in a duty status for all workgroup activities and shall be afforded sufficient duty time to travel for meetings and related activities. Union designated workgroup members will be provided access to the same information as any other workgroup member.

**Section 5:** The workgroup will make decisions or recommendations by consensus. For the purpose of this Agreement, consensus is defined as the voluntary agreement of all representatives of the workgroup for a particular outcome. If the workgroup is unable to reach consensus, the co-leads are authorized to make decisions or recommendations. Agreements reached by the workgroup shall be reduced to writing and shall be binding on both Parties, provided they are within the defined scope. If the co-leads are unable to reach an agreement, either Party may



## APPENDIX III-14 CAMPS Pilot (5/1/2023)

### MEMORANDUM OF UNDERSTANDING BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE PROFESSIONAL AVIATION SAFETY SPECIALISTS

This Memorandum of Understanding ("Agreement") is made by and between the Professional Aviation Safety Specialists ("PASS" or the "Union") and the Federal Aviation Administration ("FAA" or the "Agency"), collectively known as the Parties. This Agreement concerns a pilot program regarding the Agency's Centralized Airspace Maintenance Planning and Scheduling ("CAMPS") initiative ("Pilot").

**Section 1.** The Parties agree to establish a Pilot team ("Team") comprised of one (1) FAA representative and one (1) PASS representative. By mutual agreement, the Parties may add additional Team members.

**Section 2.** The Team's purpose is to monitor the CAMPS Pilot and review feedback from the Pilot District(s) as it relates to testing, evaluating, and developing a CAMPS Standard Operating Procedure ("SOP"). A copy of a draft SOP is attached as "Exhibit A." Based on the feedback it receives, the Team will collaboratively make decisions and recommendations to the CAMPS Workgroup that was established pursuant to Article 13 of the Parties' 2017 Collective Bargaining Agreement ("CBA"), and they will do so by consensus, as defined below.

**Section 3.** The Team's purpose will be communicated to the Team members prior to the commencement of their first meeting. By mutual agreement, the Team may expand its purpose and/or create separate scoping documents to establish and empower sub-teams, when appropriate.

**Section 4.** Employees shall be in a duty status for all Team activities. If travel is necessary for Team activities, the employee will be afforded sufficient duty time to do so. Union designated Team members will be provided access to the same information as any other Team member.

**Section 5.** For the purposes of this Agreement, collaboration means each Team member taking responsibility to engage in meaningful dialogue with their counterpart. This includes making a genuine effort to ensure that both Parties' interests have been identified and as many as possible have been addressed before presenting recommendations to the CAMPS Workgroup. Through collaboration, the Parties share a common respect for the respective rights and responsibilities of the other. Collaboration shall not be construed as a waiver of any Union or Agency right.

**Section 6.** The Team will make decisions and recommendations associated with the Pilot by consensus. For the purposes of this Agreement, "Consensus" means the voluntary agreement of all Team representatives for a particular outcome. If the Team is unable to reach Consensus, the Union's CAMPS Article 13 representative and the Agency's designated representative for the CAMPS initiative are authorized to reach agreements associated with the Pilot.

Agreements reached pursuant to this section shall be reduced to writing and shall be binding on both Parties, provided the agreements are within the defined scope of this Agreement. If the Parties

CAMPS Pilot MOU  
May 1, 2023  
Page 1 of 2

are unable to reach Consensus, either Party may pursue whatever course of action is available in accordance with the CBA, law, rule, and/or regulation.

**Section 7.** The Parties agree to hold the first Team meeting within ten (10) calendar days of the date on which this Agreement is signed. During the first Team meeting, the Parties will establish a regular meeting schedule; Team meetings will be held at least once every two (2) weeks. In addition, the Team will establish an executable schedule for the Pilot as soon as reasonably possible after signing this Agreement.

**Section 8.** If the Agency determines it wishes to permanently implement processes and/or programs derived from the Pilot or the Team's activities as it relates to CAMPS, the Agency will comply with the Parties' CBA and all other applicable laws, rules, or regulations prior to taking action.


Signed on this 1st day of May, 2023.

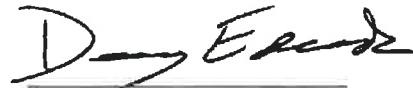
For PASS:

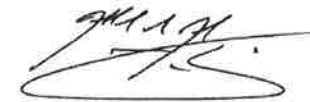
For the Agency:

  
David Spero  
President

  
Russell Crouthamel, Director (A)  
ATO Tech. Labor & Employee Dev.

  
Dennie Rose  
General Counsel

  
Douglas Edwards  
Office of Labor and Emp. Relations

  
5 / 5 / 2023

Miguel Nieves-Mojica  
(A) Executive Director  
Office of Labor and Employee Relations (AHL)  
- Agency Head Review -

CAMPS Pilot MOU  
May 1, 2023  
Page 2 of 2

## APPENDIX III-15 Trusted Workforce 2.0 – RAP Back (7/12/2023)

### Memorandum of Agreement Between the Federal Aviation Administration (FAA) and the Professional Aviation Safety Specialists (PASS)

This Memorandum of Agreement (MOA) is entered into by and between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively referred to as the Parties. This MOA represents the Parties' full and complete understanding of the Agency's implementation of the Trusted Workforce 2.0 Record of Arrests and Prosecutions Background Check (RAP Back) Enrollment. This MOA shall apply to all PASS bargaining unit employees required to enroll in Rap Back.

**Section 1:** Employees will be given at least 15 days written notice before any deadline to have their fingerprints submitted. If an employee is unable to complete the fingerprinting process within the timeframe provided because of previously scheduled leave or other valid circumstances, the employee may request an extension to complete the fingerprinting process. The employee's request must be submitted in writing to the point of contact provided in the email (or letter) described in Section 3 below. Requests will be granted unless the time requested is unreasonable under the circumstances. Employees may also complete the fingerprinting process earlier than required (i.e., before the employee is notified that they must provide their fingerprints) at any ASH ID Media Office.

**Section 2:** All fingerprinting activities will occur at, or as close to as possible, the employee's duty location. Employees will be given duty time and travel/per diem as necessary to complete the fingerprinting process. All costs associated with fingerprinting shall be borne by the Agency. All reimbursement shall be in accordance with the FAA Travel Policy.

**Section 3:** If fingerprints are required for Rap Back enrollment, the Agency will contact the employee via their FAA email address (or if appropriate via certified letter). The correspondence will explain the need for fingerprints.

**Section 4:** In accordance with 5 CFR 731.105e, an employee's arrest record that contains derogatory information may be forwarded to the appropriate Labor and Employee Relations Division, and appropriate action may be taken pursuant to the FAA's Standards of Conduct, Human Resource Policy Manual, Employee Relations-4.1, dated June 12, 2023, and the applicable Collective Bargaining Agreement (CBA).

**Section 5:** This MOA shall remain in full force and effect for the duration of the Parties' Air Traffic Organization and Aviation Safety CBAs.

Rap Back MOU  
July 12, 2023  
Page 1 of 2

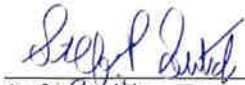
Signed this 12<sup>th</sup> day of July 2023.

**For the Union:**



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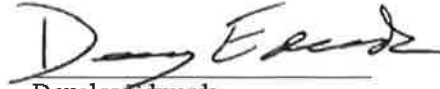
Dave Spero  
President



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Stefan Sutich  
Assistant General Counsel

**For the Agency:**



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Douglas Edwards  
Human Resource Specialist  
Collective Bargaining Division



## APPENDIX III-16 National Tower Assessment (NASETS) (9/5/2023)

### Memorandum of Agreement Between the Federal Aviation Administration (FAA) and the Professional Aviation Safety Specialists (PASS)

This Memorandum of Agreement (MOA) is made by and between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"). This MOA represents the parties understanding as to the FAA's utilization of contractors to conduct the National Tower Assessment Program.

**Section 1.** Tower is defined, for purposes of this MOA, as any FAA owned climbable tower, pole, or platform, at least six feet in height, and designed to provide at least one elevated mounting point for antennas, weather sensors, or lighted aids. Assessment is defined, for the purposes of this MOA, as an assessment conducted by the National Tower Assessment Program.

**Section 2.** The Agency will require that all assessments be reviewed by a licensed/registered professional engineer.

**Section 3.** Completed assessments will identify any recommended climbing restrictions or if the tower is recommended to be posted "Do Not Climb". This information will be available on a dashboard. Any recommendations made by either an assessment team or licensed/registered engineer to have a "Do Not Climb" status will be promptly forwarded to the District Manager and the corresponding PASS District Representative.

**Section 4.** Agency managers will comply with a completed assessment report "Do Not Climb" recommendation unless: 1) upon further evaluation an engineer determines the tower is safe to climb or 2) until it is repaired or replaced. If an assessment team determines that a do not climb recommendation is warranted prior to an assessment being reviewed by an engineer, a do not climb sign will be placed on the tower immediately before departing the site. Notification will be made in accordance with Section 3 of this MOA.

**Section 5.** Nothing in this MOA shall be construed to prevent PASS-represented employees from: 1) observing assessment teams staffing and workload permitting; 2) performing work on facilities and towers in connection with an assessment if that work does not impede the contractor; or 3) being provided training on conducting basic tower inspections.

**Section 6.** The Agency will provide the initial five-year assessment schedule down to the District level to the corresponding PASS Regional Vice President in each service area as it becomes known, but in no case later than 14 days before starting assessments in a District. PASS may appoint a representative (e.g. regional safety representatives, district or SSC representatives) to observe any assessment staffing and workload permitting.

**Section 7.** This program's primary purpose is to assess and correct minor issues where possible during the site visit on towers on a periodic basis (e.g. every year, every three years, etc.). Systems Support Center Managers will remain responsible for ensuring the completion of periodic annual tower inspections in accordance with the latest version of FAA Order 6930.25 until this program begins its periodic assessments of those towers. All assessments shall be in accordance with the latest version of the national industry consensus standard TIA-222.

**Section 8.** This program may also be used to assess towers where special conditions have occurred (e.g. after hurricanes, major ice storms, etc.) Systems Support Center Managers will remain responsible for ensuring the completion of all other special condition inspections required by the latest version of FAA Order 6930.25.

**Section 9.** The Agency will provide PASS with access to all the assessment reports generated by this program. The Agency also plans to establish a dashboard to track the status of assessment completions and other related program information. PASS will be given access to that dashboard.

**Section 10.** The Agency will continue to be responsible for training employees to complete the maintenance required by the latest version of FAA Order 6930.25.

**Section 11.** The Agency maintains rescue plans/procedures for FAA employee use as required by FAA orders.

**Section 12.** The parties will meet annually in the month of March to review the program with PASS.

**Section 13.** This MOA shall remain in effect for the duration of the current ATO CBA.

For the Agency:

AARON E SAWYER  
Digitally signed by AARON E SAWYER  
Date: 2024.09.05 12:46:48  
-04'00'

Aaron E. Sawyer  
Labor Relations Specialist  
AHL-300

For the Union:



David J. Spero  
PASS National President

ATO / AJO



Jeffrey S. Planty  
Vice President, Technical Operations Service

## **APPENDIX III-17 SMART Facility Pilot (1/12/2024)**

### **Memorandum of Agreement Between the Federal Aviation Administration (FAA) and the Professional Aviation Safety Specialists (PASS)**

This Memorandum of Agreement (MOA) is made by and between the Professional Aviation Safety Specialists ("PASS" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), Air Traffic Organization (ATO). This MOA represents the complete agreement between the Parties concerning the SMART Facility Pilot.

1. The SMART Facility Dashboard will be starting in Phases beginning with a pilot program in 2023. The scope of this agreement pertains specifically to the following projected schedule:  
Phase 1 and Phase 2 – Pilot ABQ District (2023 –2024)

#### **Phase 1 Activities (2023)**

1. The SMART Facility Dashboard will be piloted only in the Albuquerque District and is restricted to the following facility types:
  - a. ASR
  - b. ARSR
  - c. CARSR
  - d. ILS
  - e. VOR
  - f. Air Handler
  - g. Chiller
  - h. Central Control Monitoring System (CCMS)
  - i. Batteries/ Battery Monitoring Systems
  - j. Boilers
2. The following items will be completed prior to commencing Phase 1 activities:
  - a. This MOA shall be signed and in place.
  - b. The Agency shall develop a master list of all facilities that will be part of Phase 1. This list will also identify the employees, crews, or organizations that will be responsible for each facility/system included in the Phase 1 pilot. This combined listing will be provided to the PASS National Assistant and the Albuquerque District Representative.
  - c. The Agency shall establish a process for the employees to record the additional time associated with Phase 1 activities via an existing system of records (e.g. Peabody, LDR, etc). Until an LDR code is established, technicians will use an administrative log (LAD) to capture time contributed to the pilot.
  - d. Employees given maintenance/user responsibilities associated with the Dashboard or associated sensors during Phase 1 will receive Agency familiarization which covers all maintenance and user responsibilities