

Appendix I – Certifications



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

BUS Code 0067

FEDERAL AVIATION ADMINISTRATION
Agency

-and-

**PROFESSIONAL AVIATION SAFETY SPECIALISTS,
AFL-CIO**
Exclusive Representative

Case No. SF-RP-16-0010

CLARIFICATION OF CONSOLIDATED UNIT

Pursuant to Section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, the FAA filed a petition seeking to clarify AFSCME's consolidated headquarters bargaining unit. [Ref. WA-RP-08-0084, 5/27/2009; WA-RP-14-0012 / 0014, 1/25/2016].

On March 29, 2017, I issued a Decision and Order, finding that AFSCME's unit should be clarified to remove the direct reporting clause from the included portion of the unit description, which results in corresponding modifications to the excluded portion of other unions' bargaining unit descriptions. I also found additional uncontested updates were warranted.

No timely application for review having been filed with the Authority, pursuant to the authority vested in me as Regional Director,

I ORDER that the consolidated bargaining unit represented by the **Professional Aviation Safety Specialists, AFL-CIO** [Ref. WA-RP-14-0012 / 0014 1/25/2016; WA-RP-09-0098, 5/28/2010; WA-RP-08-0027, 4/28/08; WA-RP-06-0026, 12/21/07; WA-RP-04-0001, 3/1/04; WA-RP-00111, 10/2/00; WA-RP-00072, 7/26/00; WA-RP-80004, 9/23/98; 3-AC-50007, 9/10/85; 3-UC-25, 4/14/83; and 3-RO-41 / 34-RO-27, 12/31/81] is clarified as follows:

- Included: All nonprofessional employees of the Federal Aviation Administration (FAA), U.S. Department of Transportation, in the Eastern Regional Office of the FAA; and in ATO Technical Operations Services (AJW):
- Service Area Offices in Atlanta, Georgia (AJW-E); Fort Worth, Texas (AJW-C); and Seattle, Washington (AJW-W); including the Atlantic Operational Control Center Division (AJW-E21), Hampton, Georgia; the Mid-States Operational Control Center Division (AJW-C21), Olathe, Kansas; and the Pacific Operational Control Center Division (AJW-W21), San Diego, California;
 - the National Operations Division (AJW-12), Herndon, Virginia;
 - field employees of the Telecommunications Services Group

(AJW-53), including the Network Enterprise Management Centers (AJW-536) in Atlanta, Georgia and Salt Lake City, Utah;

- the Wide Area Augmentation Systems Teams (AJW-19) in San Diego, California and Herndon, Virginia;
- field employees of the Spectrum Assignments and Engineering Group (AJW-63); and
- the Air Traffic Control Facilities Office's Business Management Group (AJW-26).

Excluded: All other FAA Headquarters employees, including Air Traffic Organization (ATO) headquarters employees; all Flight Standards employees of the Eastern Regional Office; all employees permanently assigned to the FAA's William J. Hughes Technical Center in Atlantic City, New Jersey; all employees of the Michael Monroney Aeronautical Center in Oklahoma City, Oklahoma; all employees nationwide of the Office of the Assistant Administrator for Finance and Management (AFN); all temporary intermittent employees; professional employees; management officials; supervisors; and employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

Dated: June 15, 2017

FEDERAL LABOR RELATIONS AUTHORITY



John R. Pannozzo, Regional Director
San Francisco Region

Attachment: Certificate of Service



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
(Agency)

and

PROFESSIONAL AVIATION SAFETY SPECIALISTS
(Labor Organization)

BUS Code 1384

Case Nos. WA-RP-19-0015
and WA-RP-19-0028

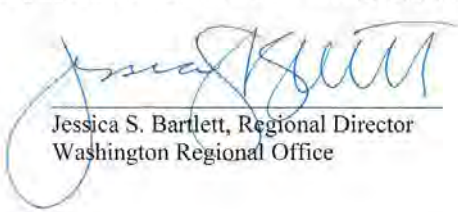
AMENDED CERTIFICATION OF REPRESENTATIVE

Pursuant to the provisions of Chapter 71 of Title 5 of the United States Code, and the Rules and Regulations of the Federal Labor Relations Authority, petitions were filed concerning a reorganization at the U.S. Department of Transportation, Federal Aviation Administration that affected the bargaining unit represented by the Professional Aviation Safety Specialists.

On October 30, 2019, I issued a Decision and Order finding that Flight Program Operations (AJF) is a successor employer of the Flight Inspection Services Organization and that the certification of representative issued in Case Nos. WA-RP-17-0003, WA-RP-18-0018, and WA-RP-18-0019 be amended.

IT IS HEREBY CERTIFIED that the Professional Aviation Safety Specialists, is the exclusive representative of the following unit:

- Included: All nonprofessional employees of the Central Service Center (AJV-C), the Eastern Service Center (AJV-E), and Western Service Center (AJV-W); all nonprofessional employees of the Aeronautical Information Services (AJV-5) Mission Support Services (AJV); all nonprofessional employees of Flight Program Operations (AJF) Aircraft Operations (AJF-1); Flight Program Safety (AJF-3); and Flight Program Administration (AJF-4).
- Excluded: All FV-2152 and FV-2186 series employees; employees in flight procedures teams, AJV-240; all FAA Headquarters employees; all professional employees, supervisors, management officials, and employees described in 5 USC 7112(b)(2),(3),(4),(6), and (7).



Jessica S. Bartlett, Regional Director
Washington Regional Office

Dated: January 29, 2020

CERTIFICATE OF SERVICE

I certify that I served the parties listed below a copy of the Decision and Order and Certification of Representative in Case Nos. WA-RP-19-0015 and WA-RP-19-0028 in the manner indicated below:

E-MAIL & MAIL

Miguel Nieves-Mojica
Labor and Employee Specialist
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Miguel.Nieves-Mojica@faa.gov

Stefan Sutich
Deputy General Counsel
Professional Aviation Safety Specialists
1200 G Street, NW, Suite 750
Washington, DC 20005
ssutich@passnational.org

E-MAIL

Office of Personnel Management
awr@opm.gov

HAND DELIVERY

General Counsel's Office
Federal Labor Relations Authority
1400 K Street, NW, Second Floor
Washington, DC 20424-0001

DATED THIS 29th Day of January 2020, at the Washington Regional Office of the Federal Labor Relations Authority, Office of the General Counsel.





UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

FEDERAL AVIATION ADMINISTRATION
AIR TRAFFIC SERVICES
(Activity)

and

Case No. SF-RP-23-0015

PROFESSIONAL AVIATION SAFETY SPECIALISTS, AFL-CIO
(Petitioner/Exclusive Representative)

CERTIFICATION OF CONSOLIDATION OF UNITS [corrected copy]

In accordance with the provisions of Chapter 71 of Title 5 of the U.S.C. and the implementing Regulations of the Federal Labor Relations Authority:

Pursuant to authority vested in the undersigned, and 5 U.S.C. 7112(d), I have found that ten District bargaining units at the above-named Activity should be consolidated [ref. Case Nos. SF-RP-21-0012 (7/8/2021 – Seattle District); DE-RP-21-0010 (7/14/2021 - Fort Worth); AT-RP-21-0012 (8/11/2021 - Jacksonville); DE-RP- 21-0012 (8/17/2021 – Houston); SF-RP-21-0015 (8/24/2021 – Oakland); DE-RP-21-0016 (9/14/2021 – Denver); SF-RP-21-0017 (10/14/2021 - Alaska, Hawaii/Guam, and Los Angeles); CH-RP-21-0014 (12/14/2021 - Albuquerque, Atlanta, Washington, D.C., Indianapolis, Memphis, and Minneapolis); WA-RP-22-0002 (4/25/2022 - Boston and New York); and CH-RP-22-0023 (1/31/2023 - Chicago, Cleveland, Kansas City, and Salt Lake City)].

IT IS CERTIFIED that **Professional Aviation Safety Specialists, AFL-CIO** is the exclusive representative of all employees of the above-named Activity in the following consolidated unit:

Included: All nonprofessional employees of all Air Traffic Services Districts nationwide, Federal Aviation Administration.

Excluded: All employees in the Miami District; all employees in the 2152 and 2154 series; all professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Dated: May 18, 2023

FEDERAL LABOR RELATIONS AUTHORITY

John R. Pannozzo, Regional Director

Attachment: Certificate of Service San Francisco Region

CERTIFICATE OF SERVICE

Federal Aviation Administration
Air Traffic Services
-Activity
and
Professional Aviation Safety Specialists, AFL-CIO
-Petitioner/Exclusive Representative

On **May 18, 2023**, the foregoing **CERTIFICATION OF CONSOLIDATION OF UNITS [corrected copy]** in Case No. SF-RP-23-0015 was served on the interested parties in this action as follows:

Email:

Brian T. Meskell, PHR
Federal Aviation Administration
Office of Human Resources (AHL-200)
2200 S. 216th Street
Des Moines, WA 98198
brian.meskell@faa.gov

Stefan P. Sutich
Professional Aviation Safety Specialists, AFL-CIO
1200 G Street, NW, Suite 750
Washington DC 20005
ssutich@passnational.org

Charlotte A. Dye, Acting General Counsel
Federal Labor Relations Authority
1400 K Street NW, 2nd Floor
Washington, D.C. 20424-0001

Federal Mediation and Conciliation Service
f7notice@fmcs.gov

U.S. Office of Personnel Management
awr@opm.gov

All FLRA Regions



A handwritten signature in black ink, appearing to be 'AJ', is written over a horizontal line.



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGIONAL OFFICE

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
-Agency

BUS Code 5985

and

PROFESSIONAL AVIATION SAFETY
SPECIALISTS, AFL-CIO

CASE NOS. WA-RP-17-0003, WA-
RP-18-0018, and WA-RP-18-0019


CERTIFICATION OF REPRESENTATIVE

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S. Code. A majority of the valid ballots was cast for a unit represented by the Professional Aviation Safety Specialists, AFL-CIO. No objections to the election were filed pursuant to 5 C.F.R. § 2422.26.

Pursuant to the authority vested in the undersigned,

IT IS HEREBY CERTIFIED that the Professional Aviation Safety Specialists, AFL-CIO has been designated and selected by a majority of the employees in the unit described below:

- Included: All professional FV-1515 series employees of the Central Service Center (AJV-C), the Eastern Service Center (AJV-E), and Western Service Center (AJV-W), Federal Aviation Administration.
- Excluded: All FAA ATO Headquarters employees; all non-professional employees, supervisors, management officials, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).


Jessica S. Bartlett, Regional Director
Washington Regional Office

Dated: April 23, 2018

Appendix II – Grievance Procedure Officials¹

Technical Operations Service Area Organization (AJW-E, AJW-C, AJW-W)

BUS Code 0067

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director of Operations (WSA, CSA, ESA)	Regional Vice President
2	Appropriate Manager Directly below Director	Representative directly below RVP
1	Front Line Manager	Unit Representative

Technical Operations, Operations Support (AJW-1000)

BUS Code 0067

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director	Regional Vice President
2	Appropriate Manager Directly below Director	Representative directly below RVP
1	Front Line Manager	Unit Representative

Technical Operations, Air Traffic Control Facilities (AJW-2000) (Engineering Services, EOSH) BUS Code 0067

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director	Regional Vice President
2	Appropriate Manager Directly below Director	Group Representative
1	Front Line Manager	Unit Representative

¹ For the purposes of the grievance procedure, the employee's Front Line Manager is the Agency official who completes the employee's annual performance evaluation. This appendix is a general informational guide to assist bargaining unit members, Union representatives and Agency officials in the processing of grievances under the negotiated grievance procedure in Article 5. The information contained herein may not be all-inclusive and is subject to change. The Parties agree that it shall have no other purpose or applicability.

Technical Operations, National Enterprise Operations, (AJW-B) (NOCC, OCC, NEMC, ECC)

BUS Code 0067

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director	Regional Vice President
2	Appropriate Manager Directly below Director	Representative directly below RVP
1	Front Line Manager	Unit Representative

Mission Support Services (AJV) (Aeronautical Information Services, Service Centers)

BUS Code 1384

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director	National Representative
2	Group Manager	Group Representative
1	Front Line Manager	Unit Representative

Flight Program Operations (AJF)

BUS Code 1384

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director	National Representative
2	Appropriate Manager Directly below Director	Group Representative
1	Front Line Manager	Unit Representative

Air Traffic Services (AJT)

BUS Code 5594

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Director of Operations (WSA, CSA, ESA)	National Representative
2	Appropriate Manager Directly below Director/General Manager	District Representative
1	Air Traffic Manager/Front Line	Unit Representative

Eastern Regional Office (Airports)
BUS Code 0067

Step	Agency Official	Union Official
4	Director, Office of Labor & Employee Relations	PASS National President
3	Division Manager or equivalent	Regional Vice President
2	Appropriate Manager Directly below Director	AEA Representative
1	Front Line Manager	Unit Representative

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]

APPENDIX IV-2 Committee/Workgroup Collaboration – Commitment Between the Parties

- 1. Gainsharing For Official Travel Workgroup.** Within ninety (90) days of the signing of this Agreement, the Parties at the National level will form a committee/workgroup, in accordance with Article 100, Collaborative Committees and Workgroups, which will explore the concept of gainsharing related to official travel. Gainsharing is defined as an incentive plan in which employees receive benefits directly as a result of cost-saving measures that they initiate or participate in while on official travel. The scoping document should consider how other federal government programs operate prior to the committee/workgroups reaching a recommendation.
- 2. TSA Workgroup.** Within ninety (90) days of the signing of this Agreement, the Parties at the National level will form a committee/workgroup, in accordance with Article 100, Collaborative Committees and Workgroups, which will provide recommendations to assist providing information about the existing TSA PreCheck Program for FAA employees. The scoping document should include a comprehensive review and analysis of the existing TSA PreCheck program for FAA employees and Agency policies.
- 3. TSAP Update Workgroup.** Within ninety (90) days of the effective date of this Agreement, the Parties at the National level will form a committee/workgroup, in accordance with Article 100, Collaborative Committees and Workgroups, which will review the current TSAP Program as established in the MOU dated 2/1/2017. The committee/workgroup may recommend changes or modifications to the program and/or MOU. If the committee/workgroup does not reach consensus on any recommendations, then the current MOU will remain in effect. Any recommended changes or modifications to the program/MOU will be bargained in accordance with Article 70.
- 4. National Tower Inspection Program.** The Parties will establish a workgroup pursuant to Article 100 Collaborative Committees and Workgroups no later than 180 days from the effective date of Agreement. This workgroup shall provide recommendations regarding the efficiency and execution of tower inspection program under the National Tower Assessment Program MOA, including potential training for PASS represented employees to carry out the objectives of the program.
- 5. Phased Retirement.** The Parties will establish a workgroup pursuant to Article 100 Collaborative Committees and Workgroups no later than 180 days from the effective date of Agreement. This workgroup shall explore the feasibility of and provide recommendations regarding a phased retirement program.

APPENDIX V-1 Type of Information to Verify Employee & Loan Eligibility for FAA's SLRP

The following list contains the type of information* that is required to verify an employee's loan eligibility for student loan repayment benefits.

1. Statement date
2. Borrower's name
3. List of loans
4. Loan type(s)
5. Loan approval date
6. College(s) or University(s) loans disbursed to
7. Current loan balance (within 30 days of when the FAA receives the document); 10-day payoff amount if a loan is to be paid off
8. Repayment status/No late fees
9. Payment mailing address (note: payment mailing address is different from the correspondence address)

***Note:** information must be official student loan documentation from the loan holder/lending institution.

APPENDIX V-2 SLRP Application Form

Employee Information			
Name	Facility/LOB	Position	Position Designation
			<input type="radio"/> Mission Critical Occupation (MCO) <input type="radio"/> Hard-to-Fill <input type="radio"/> Waiver Hard-to-Fill <input type="radio"/> Waiver MCO
Type of Loan(s)			
Please mark the applicable type of loan(s).			
<u>Federal Family Education Loans (FFEL)</u>			
<input type="checkbox"/> Subsidized Stafford Loans			
<input type="checkbox"/> Unsubsidized Stafford Loans			
<input type="checkbox"/> Federal PLUS Loans			
<input type="checkbox"/> Federal Consolidated Loans			
<u>William D. Ford Direct Loan Program (Direct Loans)</u>			
<input type="checkbox"/> Direct Subsidized Stafford Loans			
<input type="checkbox"/> Direct Unsubsidized Stafford Loans			
<input type="checkbox"/> Direct Federal PLUS Loans			
<input type="checkbox"/> Direct Federal Consolidated Loans			
<u>Federal Perkins Loan Program</u>			
<input type="checkbox"/> National Defense Student Loans (made before July 1, 1972)			
<input type="checkbox"/> National Direct Student Loans (made between July 1, 1972, and July 1, 1987)			
<input type="checkbox"/> Perkins Loans (made after July 1, 1987)			
<u>Public Health Service Act</u>			
<input type="checkbox"/> Loans for Disadvantaged Students (LDS)			
<input type="checkbox"/> Primary Care Loans (PCL)			
<input type="checkbox"/> Nursing Student Loans (NSL)			
<input type="checkbox"/> Health Professional Student Loans (HPSL)			
<input type="checkbox"/> Health Education Assistance Loans (HEAL)			
<u>Other</u> (Please specify below.)			
<hr/> <hr/>			

Loan Information			
Loan number	Federal Tax ID Number (EIN)	Date Loan Disbursed	Remaining Balance <i>(Within the previous 30 days)</i>
Lending Institution Information			
Name		Address	Telephone Number
Servicing Agent Information (if applicable)			
Name		Address	Telephone Number
<p>I certify that the information provided in this form is correct to the best of my knowledge.</p> <p>By signing this document I certify the information in this application is correct and that providing fraudulent information may be grounds for non-selection or removal from the program;</p> <p>I certify that this student loan repayment has no or past payment delinquencies;</p> <p>I authorize the FAA to verify the status and terms of my outstanding loan balance with the lender or note holder.</p>			
Employee Signature			Date

APPENDIX V-3 SLRP Service Agreement

In return for the repayment of my Student Loan, as defined in Human Resources Policy Manual (HRPM) EMP-1.25, Student Loan Repayment Program, I, _____ agree to continue my employment in the position set forth in Section 1 with the Federal Aviation Administration (FAA) and the terms of loan repayment specified below:

Section 1. I agree to serve in the position of _____ for a period of time ending 2 years from the effective date of this Agreement.

Section 2. I understand that the obligation to repay my loan is for one year only and that amounts to be paid on my behalf beyond the first year are subject to the availability of funds and my continued eligibility. Each annual recertification authorizes additional payment benefits for the next year of service, up to the maximum agreed upon original minimum service period.

Section 3. During my Period of Service agreed upon in Section 1, the total student loan repayment is [amount] with payments as follows:

- [amount] paid in lump sum OR in [# of installments] of [amount] (guaranteed; paid in first year)
- [amount] paid in lump sum OR in [installments] of [amount] (paid each subsequent year at FAA's discretion and after annual review/recertification)

Section 4. I understand that the student loan repayment is a supplement to, not a substitute for, my personal student loan repayment obligations.

Section 5. I understand that any loan repayments made on my behalf are taxable and subject to withholding and FAA will deduct what it estimates are the applicable withholdings from the approved amount prior to issuing payment to my loan holder(s).

Section 6. Acceptance of this agreement does not alter the conditions or terms of my employment.

Section 7. I understand that this agreement may be terminated if I am ineligible, for the reasons listed below, for continued loan repayment benefits.

I understand that certain circumstances deem me ineligible for continued benefits, such that I:

- Separate from the FAA for any reason.
- Receive a demotion for cause (for example, for unacceptable performance or conduct).
- Fail to complete any required period of service.
- Fail to make loan repayments on the portion of the loan that continues to be my responsibility.
- Accept a position in another Federal agency or Operating Administration of the Department of Transportation.
- Violate any of the conditions of this Agreement.

Section 8. I understand that I am obligated to repay in full all indebtedness resulting from any circumstances described in Section 7 of this agreement unless the indebtedness is waived.

Section 9. I agree that I will provide student loan documentation and information to my LOB, SO or Human Resource Specialist as requested. I authorize the FAA or designated employees or agents of the FAA to verify the status, payment history, and outstanding balance of each loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

Section 10. I understand that the FAA may not seek reimbursement for debt in the event of an employee's death or disability retirement, or if the employee is unable to continue working because of a disability evidenced by medical documentation.

Section 11. I agree that this Agreement is the entire agreement among the Parties regarding the matters that are contained herein. I agree that modification of this Agreement requires a written agreement signed by both parties, unless otherwise specified in this Agreement. My signature below indicates that I have fully read this Agreement, fully understand and agree to its terms, and I am entering into this Agreement knowingly and voluntarily.

Section 12. I agree that the effective date of this agreement and student loan repayment pursuant to this agreement begins on the effective date of _____ and ends upon the expiration of the Period of Service unless extended for periods of non-pay status. Absences due to uniformed service or compensable injury are creditable upon reemployment so do not extend the Period of Service.

Signed this ____ day of _____.

Employee:

Approving Authority:

APPENDIX VI-1 Return Rights Employment Agreement

**Employment Agreement for Administrative Return Rights
Between the Federal Aviation Administration and Employees Recruited for Assignment**

Complete and file the final Employment Agreement in the employee’s electronic Official Personnel Folder (eOPF) and provide a copy to the Employee and the Parent Organization.

Name of FAA Representative (of Parent Organization): _____

Name of FAA Employee (last, first, middle): _____

The employee named above and the Federal Aviation Administration agree as follows:

The employee’s reemployment rights with the FAA will be governed by the Federal Aviation Administration EMP-1.16: Return Rights after Certain Assignments, and related supplements (HRPM EMP-1.16a, b, and c); FAPM letter 352-1; and the PASS CBA, Article 104, which are hereby incorporated and made a part of this agreement.

The employee’s reemployment rights under the provisions of this guidance will be granted by the employee’s parent organization listed below.

Employee’s Parent Organization: _____

Employee’s First Tour Ends (select calendar date): _____

1. The Parties will abide by and complete all employment agreements between them.
2. The employee agrees to remain in their assignment for at least one tour of duty of 36 months.
3. If, at any time, during the employee’s first, second, or third tour, an employee receives and accepts a position offer, at the employee’s request, the parent organization’s authorizing official may waive the employee’s remaining time covered by an employment contract. The PCS benefits associated with the original Instructor assignment would be forfeited in this case.
4. If the employee completes the tour of duty specified herein and wishes to remain at the assignment, provided they meet the provisions of the EMP-1.16 Supplement, the employee will complete an Employment Supplemental Agreement for an optional second or third tour.
5. An employee’s pay shall be set in accordance with Article 104 and 124 of the PASS ATO CBA when exercising return rights under Article 104 of the PASS ATO CBA.
6. All terms used in this agreement will have the same definition as in the EMP-1.16; FAPM 352-1; and the PASS ATO CBA, Article 104.

Signature (and date signed) of FAA Employee:

Signature (and date signed) of FAA Parent Organization’s Authorizing Official:

APPENDIX VI-2 – RETURN RIGHTS SUPPLEMENTAL EMPLOYMENT AGREEMENT

Employment Supplemental Agreement for Administrative Return Rights
(This Agreement is to be executed for subsequent tours of duty and attached to the employee’s initial Employment Agreement)

Complete and file the final Employment Agreement in the employee’s electronic Official Personnel Folder (eOPF) and provide a copy to the Employee and the Parent Organization.

NAME OF EMPLOYEE (Last, First, Middle)

Having fulfilled the terms and conditions of the Employment Agreement and any supplemental agreements incorporated therein, the employee named above and the Federal Aviation Administration agree as follows:

1. This supplemental agreement is incorporated and made a part of the employee’s initial Employment Agreement.

2. The employee agrees to serve an additional tour of duty, 24 months in duration, and shall have reemployment rights with the FAA in accordance with the EMP-1.16; FAPM 352-1; and the terms and conditions of the PASS ATO CBA, Article 104.

Second/Third Tour of Duty Ends (date): _____
(circle which tour above)

Signature (and date signed) of FAA Employee:

Signature (and date signed) of FAA Parent Organization’s Authorizing Official:

**APPENDIX VII Settlement Agreement for Regional Safety Representative Requests for
Official Time and Site Visits**

SETTLEMENT AGREEMENT

Federal Aviation Administration)
)
And)
)
Professional Aviation Safety Specialists, AFL-CIO)
)

This **SETTLEMENT AGREEMENT** is made and entered into by and between the Professional Aviation Safety Specialists, AFL-CIO, hereinafter Union or PASS, and the Federal Aviation Administration, hereinafter Agency or FAA, collectively known as the Parties.

This agreement consists of two (2) pages, and represents the entire understanding of the Parties for the issues herein addressed. It is expressly understood that no other promises or agreements shall be binding unless signed by the Parties. Any addendum must be in writing and signed by the Parties.

Section 1: This agreement addresses the proper administration of requests for official time made by Regional Safety Representatives pursuant to Article 54, Section 3b of the Parties Collective Bargaining Agreement dated October 29, 2017 (CBA). As such, the following grievances shall considered and understood as withdrawn upon final signature to this agreement: GREV201702474, GREV201702322, GREV201800618; GREV201800619; GREV201800738; and GREV201800739.

Section 2: To insure proper and responsible administration of the CBA, the Parties affirm and commit to the following when a Regional Safety Representative requests official time under Article 54, Section 3b:

- a. When a Regional Safety Representative is made aware of a safety issue/concern that may require the use of official time, the Regional Safety Representative may contact the appropriate PASS Regional Vice President (RVP) and discuss the safety issue/concern prior to requesting official time;
- b. The RVP may discuss the request for official time with the corresponding Service Area Director (SAD);
- c. The Regional Safety Representative will request official time from his/her first level supervisor;

- d. The first level supervisor will discuss the request with the appropriate Labor Relations Specialist;
- e. If the request provides the “where, when, why” as described in Section 3 below, and otherwise meets the requirements of the CBA, the request will be approved;
- f. Prior to denying an official time request made pursuant to Article 54, Section 3b, the SAD will contact and discuss the request with the appropriate Labor Relations Specialist;
- g. If the SAD determines that a denial is warranted, the SAD will make a reasonable effort to discuss the request with the RVP prior to the Regional Safety Representative being notified of the denial of the request for official time.

Section 3: When requesting official time as outlined in Section 2 above, the Regional Safety Representative will provide “when” he/she will use official time; “where” he/she intends to use official time; and “why” he/she is requesting official time. Pertaining to the “why” or reason for requesting official time, the Regional Safety Representative will describe the safety issue or concern with as much detail as practicable.

For example, a Regional Safety Representative would provide the following request:

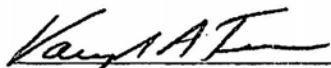
Where – tower at ABC facility
 When – July 8-10
 Why – concerns about the fall prevention system.

Section 4: The Regional Safety Representatives are not prohibited or restricted from investigating or reviewing other safety issues or concerns not identified in the request that become apparent or recognized at the site. Imminent safety issues/concerns will be immediately identified to management.

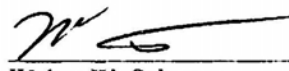
Section 5: This agreement shall be understood as and represents the union’s withdrawal of the above-noted grievances.

For the Agency (FAA):

For the Union (PASS):

 9/5/2018
 Vaughn A. Turner Date
 Vice President, Technical Operations
 Federal Aviation Administration

 9/7/18
 Mike Perrone Date
 PASS National President

 9/5/2018
 Walter W. Schuster Date
 Labor Relations Specialist, AHL-200

APPENDIX VIII-1 Service Agreement for Temporary Incentive Program

Name of Participating Employee (Last, First, Middle):

The employee named above agrees as follows:

The employee's participation in this incentive program will be governed in accordance with Article 124, Section 14 of the PASS Air Traffic Organization (ATO) Collective Bargaining Agreement, the terms of which are hereby incorporated and made a part of this agreement.

1. I have read and understand the terms contained in Article 124, Section 14 of the PASS ATO CBA and this Service Agreement.
2. By signing this Agreement I acknowledge I have volunteered for a temporary assignment to a facility identified with a short-term operational need.
3. I will receive an incentive payment of eight percent (8%) of Base Pay, subject to signing this service agreement.
4. I am eligible to receive the incentive payment only while covered by a service agreement.
5. Incentive payments will cease when the assignment ends.
6. I understand my duty location will not be changed as a result of this assignment
7. Travel and per diem will be paid in accordance with the FAA Travel Policy and this Agreement.
8. I understand the Agency retains the right to end this assignment early.

I understand that the following criteria apply to my Temporary Incentive:

Location/facility name, that employee is to report to: _____

Technical or administrative requirements:

Duration of the assignment: _____

Employee's Signature _____ Date: _____

ATO Manager's Signature _____ Date: _____

APPENDIX VIII-2 Service Agreement for AJF Training Completion Incentive Program

Name of Participating Flight Program Operations Employee (Last, First, Middle):

The employee named above agrees as follows:

The employee's participation in this incentive program will be governed in accordance with Article 124, Section 15 of the PASS ATO CBA, the terms of which are hereby incorporated and made a part of this agreement.

Flight Program Operations Pilots who successfully complete training and obtain the Airspace System Inspection Pilot (ASIP) qualification and maintain all other pilot currency and proficiency requirements are eligible to receive a Training Completion Incentive of \$10,000.

1. I will abide by and complete all terms contained in Article 124, Section 15 of the PASS ATO CBA and this Service Agreement.

2. I understand that receipt of the ASIP Training Completion Incentive is contingent upon the following:
 - a. I am eligible to participate on the anniversary date of my ASIP credential.
 - b. I must have maintained my ASIP credentials for the 12 months immediately preceding my participation in the incentive program.
 - c. I will be able to participate in the Training Completion Incentive Program for a maximum of two (2) years.
 - d. I agree to stay in my current position for a minimum of one (1) year beginning on the first day of the pay period following this agreement and ending with the last day of the pay period after one-year has passed.

3. I understand that the Training Completion Incentive will not be paid if:
 - a. I fail to maintain qualifications as an ASIP during the term of this service agreement;
 - b. I fall below the minimum currency and proficiency requirements established by JO 3330.1 Flight Program Operations Training and Development for Aircraft Operations Technical Occupations;
 - c. I am demoted or separated from FAA service for cause;
 - d. I am placed on an Opportunity to Demonstrate Performance (ODP) plan;
 - e. I voluntarily leave the position subject to the service agreement before completing the agreed upon service period; or
 - f. I fail to enter into and complete this Service Agreement.

Employee's Signature _____ Date: _____

AJF Manager's Signature _____ Date: _____

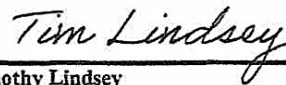
CBA Signatures

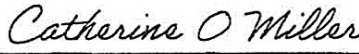
Signed as of the 14th day of January 2025.


For the Union:



Dennie Rose, Chief Negotiator


Stefan Sutich, Counsel


Timothy Lindsey
PASS Region II


Catherine Miller
PASS Region I


Tarun Sudama
PASS Region I


David Kim
PASS Region II


Ashley Cioffi
PASS Region III


Shirleen Thomas-Jones
PASS Region V

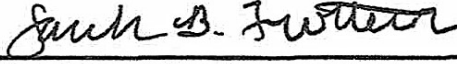
For the Employer:


Juan Restrepo, Chief Negotiator
Collective Bargaining Services, AHL-300


John Pallera, Manager
Boston District

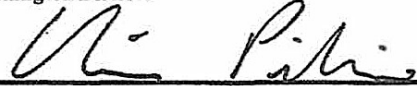

Christopher Menz, District Facility Manger
Minneapolis District



Michelle Verkist, Labor Relations Specialist
Collective Bargaining Services, AHL-300


Sarah Flotteron, Team Manager
ATO Technical Labor

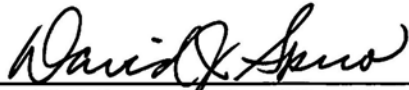

Lance Wiles, Executive Technical Representative
ATO Technical Labor


Steven Roewer, District Facility Manager
Washington District


Chris Pinheiro, Economist
Office of Labor Analysis, ALA-200


Jose L. Ortiz Marciales, Senior Advisor/Attorney
Office of Chief Counsel, AGC-100

This agreement between the Federal Aviation Administration and the Professional Aviation Safety Specialist is approved and effective January 14, 2025.



**David J. Spero, National President
Professional Aviation Safety Specialists
(AFL-CIO)**



**Michael G. Whitaker, Administrator
Federal Aviation Administration**