

MEMORANDUM OF AGREEMENT

Between

Professional Aviation Safety Specialists (AFL-CIO) ("PASS")

and

Federal Aviation Administration ("FAA")

Regarding

Telework HRPM Volume #12 Work Life & Benefits, WLB-12.3, dated 11/29/2013

This Memorandum of Agreement (MOA) is made and entered into by and between PASS and the FAA concerning the implementation of HRPM Volume #12 WLB-12.3, Federal Aviation Administration (FAA) Telework Program ("HRPM"), dated 11/29/2013 for employees represented by PASS in the Tech Ops (0067), AFS (0073), AFS-700 (1386), Flight Inspection Services/Mission Support (1384) and MIDO (0104) bargaining units. In order to facilitate a mutually acceptable and beneficial agreement between the Parties, PASS and the FAA agree as follows:

1. An employee with a telework agreement and who is not designated as an Emergency Teleworker shall not be required to work from home when the normal worksite is closed due to severe weather/emergencies on his/her non-telework day, unless he/she is notified in advance by his/her manager to take work home in anticipation of an office closure. Should the office not be closed as anticipated, and the employee is already prepared to telework, the employee, may with management approval, have the option to telework as planned.

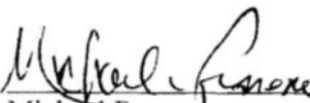
An employee that is designated on his/her telework agreement as an Emergency Teleworker in the FAA's Continuity of Operations Plan (COOP) is required to telework in accordance with the Agency policy and the COOP.

- a. If an employee who is not on his/her regularly scheduled telework day and is not designated as an Emergency Teleworker requests to telework on his/her non-telework day, the employee must have sufficient work to complete for all or part of an unscheduled telework day. Unscheduled telework may be used in conjunction with appropriate leave to ensure the entire work day is accounted for.
 - b. An employee on his/her regularly scheduled telework day is required to work when the normal worksite is under early dismissal or closed due to emergency defined in paragraph 3f of the HRPM.
2. The first level response to an employee's request to telework must be provided to the employee in writing no more than seven (7) work days after receipt of the employee's request. An employee whose telework request has been denied at the first-level may request reconsideration from the second level manager. This does not supersede or waive the right of employees to use the negotiated grievance procedure or any other appeal rights that an employee may have including the right to file a complaint of discrimination. The second level manager shall

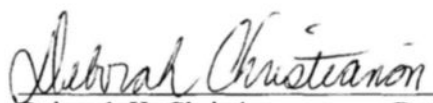
respond to the employee's appeal for reconsideration within seven (7) work days of receipt of the appeal request. The response shall be a written response that includes the reasons for the decision.

- a. If the reconsideration is denied, the employee may grieve the denial in accordance with the applicable grievance process.
 - b. If the reconsideration is approved, a telework agreement must be signed and put into place prior to teleworking. The employee's telework-eligible status will be effective at the beginning of the next pay period following date of that second level decision.
3. Although a change in manager requires a new or modified telework agreement, an employee's telework agreement will not be cancelled by the new manager without written notice to the employee stating the reason. Upon receipt of the new manager's intent to modify or cancel the existing telework agreement, the employee may request reconsideration of that decision by the second level manager in accordance with Section 2 of this Agreement. Until the second level manager decision is received, the employee's current telework agreement will stay in effect.
 4. Telework agreements do not apply to employees performing mobile work while in a travel status.

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' current collective bargaining agreements.

 4/27/15

Michael Perrone Date
National President
PASS

 4/27/15

Deborah K. Christianson Date
FAA, AHL-300

 4/27/15

Agency Head Review Date