

**Memorandum of Understanding
Between the
Professional Airways Systems Specialists
And the
Federal Aviation Administration**

This Agreement is made by and between the Professional Airways Systems Specialists, (“PASS” or “the Union”) and the Federal Aviation Administration (“the Agency”), collectively known as the Parties. This Agreement represents the complete understanding of the Parties at the national level concerning changes to 5 CFR § 551.531 requiring compensatory time be used within 26 pay periods for non-exempt employees and changes to the accumulation and use of compensatory time for exempt employees. This MOA covers all bargaining unit employees in PASS’s five (5) ATO, AFS, AVN, AFS-700 and MIDO bargaining units.

Section 1. FLSA nonexempt employees shall continue to be paid for unused compensatory time in accordance with all applicable FLSA laws, rules, regulations and this agreement.

Section 2. FLSA exempt employees shall be paid for unused compensatory time in accordance with this agreement and FAA policies.

Section 3. Compensatory time must be used within 26 pay periods. After 26 pay periods the compensatory time will expire, be removed from the employee’s balance of compensatory time and treated as follows, depending on the employee’s FLSA status:

- (a) Beginning May 14, 2007, non-exempt employees who fail to use compensatory time within 26 pay periods of when earned shall be paid for the expired compensatory time.
- (b) As of the second full pay period following the signing of this Agreement, exempt employees who fail to use compensatory time within 26 pay periods of when earned shall forfeit the compensatory time unless the failure to take the compensatory time off is due to an exigency of the service beyond the employee’s control. If an exigency exists, as defined in this agreement, the employee shall be paid for the expired compensatory time at the rate which it was earned.

Section 4. Compensatory time earned prior to May 14, 2007, shall be grandfathered for a period of three years for non-exempt employees. If this time is not used by the end of the pay period ending three years after May 14, 2007, non-exempt employees shall be compensated for the compensatory time. With respect to the grandfathered compensatory time, non-exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency, or departure from the federal service.

Section 5. Compensatory time earned prior to the second full pay period following the signing of this Agreement by exempt employees shall be grandfathered indefinitely. With respect to the grandfathered compensatory time, exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency or departure from federal service..

Section 6. As of the second full pay period following the signing of this Agreement, compensatory time used shall be subtracted from the compensatory time set to expire first.

Section 7. An employee, whether exempt or nonexempt, shall be paid for unused compensatory time under the following circumstances:

- (a) The employee is separated or placed in a leave without pay status to perform military service as defined in 38 U.S.C. 4303 and §358.102
- (b) The employee is separated or placed in a leave without pay status because of an on-the-job injury with entitlement to injury compensation under 5 U.S.C. chapter 81.

Section 8. For purposes of administering compensatory time a leave exigency is defined as:

- (a) When an employee has requested and been approved to use compensatory time but the manager later withdraws his/her approval and no other leave dates are available to the employee prior to the expiration of the twenty-six pay periods; or
- (b) When an employee has requested at least twice to use any compensatory time due to expire within 6 months, but is denied approval and the manager is unable to offer the employee another date to use the compensatory time prior to its expiration.

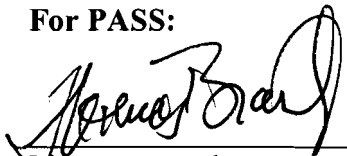
Section 9. The terms of this MOU do not apply to compensatory time earned for travel.

Section 10. An employee may use compensatory time in lieu of sick leave requested due to the incapacitation of the employee. Compensatory time may not be substituted for sick leave taken under family friendly leave policies

Section 11. The Agency has not proposed a change to the 160 hour maximum amount of compensatory time that is allowed to be carried or to the current practice of paying an employee for compensatory time that exceeds the 160 hour cap.

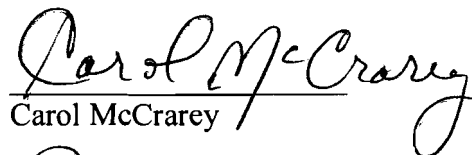
Section 12. This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties' Chief Negotiators whichever occurs first and shall expire upon expiration of the Parties' five successor collective bargaining agreements.

For PASS:


Thomas Brantley

2/1/08
Date

For the FAA:


Carol McCrerey

Jan 31, 2008
Date


Agency Head/Review/Date