

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"), collectively known as the parties, pursuant to Article 68/69 of the parties' Flight Standards collective bargaining agreement ("CBA"). This MOA represents the complete agreement between the Parties concerning the realignment/reorganization of FG 334/335 computer specialist in PASS-Flight Standards bargaining unit into AQS.

Section 1. The Parties agree that the provisions of the MOA regarding the Performance Management System continue to apply to 334/335 computer specialist who are realigned into AQS. Should the Agency determine that new or revised performance standards for AQS 200 334/335 computer specialists are merited PASS will be notified in accordance with the CBA with all attendant contractual rights reserved.

Section 2. BUEs may request to be transferred to another functional area at any time by submitting a request to their AQS branch manager. Within twelve working days, unless the Agency requests an extension, the AQS branch manager will provide a written response to the request. Nothing prohibits a BUE from sending their request to the next level of management.

Section 3. Upon completion of the Computer Specialist realignment, future bargaining unit vacancies will be posted in accordance with the CBA. All vacancy announcements for positions in AQS 200 will contain language describing the amount of travel away from official duty station that is likely to be required of the employee occupying the position.

Section 4. The Parties agree to the creation of an additional Regional Business Agent, known as the AQS RBA. The AQS RBA shall have the same rights and responsibilities as prescribed under Article 3 of the Parties' CBA.

Section 5. BUEs will be notified of the process and procedure for registering complaints or concerns regarding deficiencies in response time or other problems associated with the proposed remote help desk. BUEs shall have the right to document these complaints or concerns without fear of retaliation, in accordance with FAA regulations.

Section 6. All realigned BUEs who are required to incur long distance telephone charges to contact their supervisors for the purpose of requesting leave, etc. shall be reimbursed by the agency in accordance with FAA regulations.

Section 7. BUEs shall be provided the tools necessary to perform their job functions in accordance with the Statute and the CBA.

Section 8. BUES shall be notified of their management chain. PASS will be provided with organizational charts showing the positions of all BUEs impacted by the realignment. Upon a significant change or upon request, PASS will be provided with an updated organization chart which includes a listing of all positions within AQS and lists all vacant positions.

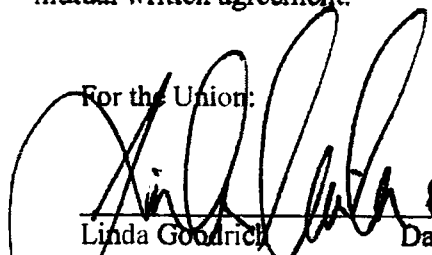
Section 9. The parties agree that Computer Specialists positions that are currently represented by PASS in the Flight Standards bargaining unit shall continue to be represented by and referred to as part of the PASS Flight Standards bargaining unit; continue to be covered by the parties' current CBA dated March 3, 1993, and will be covered by any future CBA that replaces the current CBA; and continue to be covered by FLRA certification number WA-RP-03-0068 in accordance with applicable law.

Section 10. The parties agree that for the filing of grievances under Article 5 of the parties' CBA for Computer Specialists in the AQS organization, grievances at Step 1 shall be filed with the BUE's immediate AQS supervisor; grievances at Step 2 shall be elevated to or filed with the AQS branch manager; and grievances at Step 3 shall be filed with the AQS Division Manager. The Agency shall insure that the Union is made aware of the names and contact information of the individuals listed above.

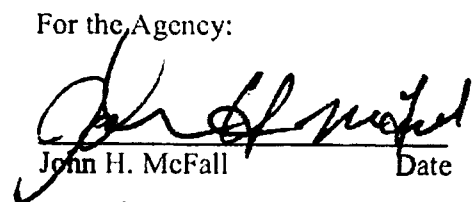
Section 11. The parties agree that the Union's National Representative, as designated in Article 3, Section 3c, shall have the ability to interact with AQS-1, when appropriate, in the same respect and in addition to the points of contact as designated in the CBA.

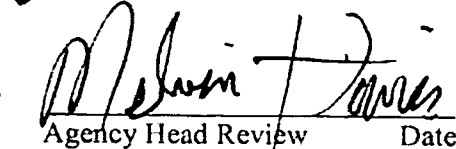
Section 12. The parties agree that all sections of the Flight Standards CBA that refer to management levels of Flight Standards shall be interpreted as references to corresponding management levels of AQS as appropriate.

This MOA shall be effective upon completion of Agency Head Review or 30 days after it has been signed by the Parties' Chief Negotiators, whichever occurs first. This Agreement shall remain in effect through June 30, 2012. Within thirty days from this date the parties will meet to discuss the possible renewal of this MOA. It may be reopened and/or amended at any time upon mutual written agreement.

For the Union:

Linda Goodrich Date 8/14/08


Dennie Rose Date 8/14/08

For the Agency:

John H. McFall Date 8/14/08


Melvin Jones Agency Head Review Date 8-14-08