

## SETTLEMENT AGREEMENT

WHEREAS, PASS and FAA desire to address the issues raised in the FLRA decision concerning the negotiation of a procedure for the distribution of the certificate/work assignments; and

WHEREAS, the union has filed unfair labor practice charges throughout the country concerning the negotiation of such a procedure; and

NOW, THEREFORE IT IS AGREED:

1. The attached Certificate/Work Assignment Procedures ("Procedure") shall govern the assignment of all certificate/work assignments as defined in Section 2 of the Procedure.
2. The Procedure will be implemented in each Flight Standards field office where certificate/work assignments are made as soon as management training on the Procedure is completed, but in no event shall implementation be later than ninety (90) calendar days from the date of this Agreement. In the interim, if the Employer plans to implement or is in the process of implementing a substantial reorganization of certificate/work assignments in a field office, training shall be provided on an expedited basis so that the reorganization can be accomplished under the provisions of the Procedure.
3. In all Flight Standards field offices, the PASS office Representative, if otherwise in duty status, will be granted two hours of official time for the purpose of holding an informational meeting concerning the Procedure. All bargaining unit employees subject to the Procedure may attend on duty time provided operational requirements permit. However, no overtime, compensatory time, etc. will be paid, and meetings will be scheduled consistent with the operational requirements of the FAA.
4. The Parties agree that the Procedure will serve as an article in the Parties' new term agreement. However, within one hundred eighty (180) calendar days after implementation training described in Section 2 above is accomplished, the Parties shall form a work group to review and evaluate the application of the Procedure, and to clarify the Parties' intent regarding the specific components of the procedure. Work group recommendations will be provided to the Director of Flight Standards and the PASS Region IV Vice President regarding application of the agreement.
5. PASS will withdraw all unfair labor practice charges effective with the date of this Settlement Agreement.
6. Reassignments pursuant to this Settlement are limited only to the three Airbus positions in the U.S. Airways CMO
7. The three Airbus positions in the U.S. Airways CMO (Pittsburgh) will be reassigned as soon as practicable, not to exceed sixty (60) days from the date of this agreement,

under the Seniority Assignment Process set forth in the Certificate/Work Assignment Procedures. The parties agree that the use of the seniority process for assignment of the three Airbus positions at the U.S. Airways CMO is limited to this case only and does not set a precedent or cannot be used as a basis for interpretation or application of the Certificate/Work assignment procedures. Furthermore, such determinations for future assignments will be made on a case-by-case basis pursuant to the criteria established in the Certificate/Work Assignment article in the new term Agreement. Upon such reassignment pursuant to the procedures, PASS agrees to promptly withdraw its letter concerning compliance proceedings in FLRA Case 56 FLRA No. 134 and this matter shall be considered resolved.

Dated this 12<sup>th</sup> day of JULY, 2001

FOR FAA

John A. Deves  
Melvin Harris

FOR PASS

Michael Dery  
Michael R. Fyfe