

**Memorandum of Agreement
between the
Federal Aviation Administration (FAA)
and the
Professional Aviation Safety Specialists (PASS)**

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists, AFL-CIO (“PASS” or “the Union”) and the Federal Aviation Administration (“FAA or “the” Agency”) concerning the Agency’s implementation of the DOT Travel Card Management Policy. This MOA covers the ATO, AFS, AVN, MIDO, and AFS-700 PASS bargaining units.

1. The use of the Government-contractor issued travel charge card shall be administered in accordance with the law, including OMB Circular A-123, Appendix B, and DOT Travel policy, the Parties collective bargaining agreements (CBAs), the September 12, 2000 MOA with AFS, and this MOA. Should any provisions of the DOT Travel Card Management Policy conflict with any of the aforementioned agreements between the Parties, the parties’ applicable agreement shall govern. In the event of a conflict between any provisions of this MOA and the Parties’ CBA’s or the September 12, 2000 MOA with AFS, this MOA shall govern with respect to the conflicting provision.

<i>Conflicts:</i>	<i>Follow:</i>
CBA with DOT Travel Card Management Policy	CBA
AFS 9/12/00 MOA with DOT Travel Card Management Policy	AFS 9/12/00 MOA
This MOA with DOT Travel Card Management Policy	This MOA
CBA with this MOA	This MOA
AFS 9/12/00 with this MOA	This MOA

2. The August 5, 2005 and October 17, 2007 MOAs applicable to all PASS bargaining units are superseded by this MOA. Any provision not expressly carried forward into this MOA from the previous MOA shall be null and void.

3. Cardholders who do not maintain their “Frequent Traveler” status will be subject to travel card credit and cash withdrawal limit restrictions as established by DOT. Procedures for obtaining an increase prior to approved travel will be posted on the FAA Employee Travel website and prompt implementation of increases to credit limits will be considered a priority by management. If the FAA cannot have the travel card limits reinstated before the employee is required to travel on official business, then the employee may pay for travel expenses using their personal credit card until the limits are increased on the government travel charge card for all expenses except airfare. Under these circumstances, the FAA will provide the employee with the appropriate airfare or

ticket sufficiently in advance for the employee to travel. Under these circumstances, the employee shall not be required to sign the statement set forth in Section 10.4 of the DOT Travel Card Management Policy.

4. No credit check will be performed on an employee as a prerequisite to maintaining a government travel charge card. However, a credit check is required for a first time applicant in accordance with the above-referenced Federal law and OMB Circular A-123, Appendix B (the "Circular"), and will be administered in accordance with DOT policy, and this MOA.

5. If obtaining a credit score is not possible, (e.g., the applicant refuses to provide consent or does not have a credit history), or in the event the applicant has a credit score of less than 660, the Agency will issued the employee a "restricted" travel card, as defined in the DOT Travel Card Management policy.

6. If an employee's credit report contains incorrect or incomplete FAA work-related information that has negatively impacted the employee's credit worthiness, the employee shall be permitted to contact the credit reporting companies and appropriate National Program Coordinator (NPC) and Agency/Organization Coordinator (A/OPC) officials while on duty time to take corrective action, operational or mission-related requirements permitting. The Agency agrees to promptly assist the employee in correcting the report or removing the inaccurate or incomplete FAA work-related information. Employees may not use duty time to address credit problems unrelated to their FAA employment.

7. An employee with a restricted travel account may request an unrestricted account after maintaining an account in good standing absent any suspensions or other risk indicators (ex: a history of partial payments, improper transactions, failure to pay bill by due date, etc.) in the previous 12 months. Absent any suspensions or other risk indicators in those 12 months, the restrictions shall be removed.

8. Credit limits for the travel charge cards shall be as established in the DOT Travel Card Management policy.

9. Cash (ATM) withdrawals may be done in the three (3) calendar days preceding and during the dates specified within an approved travel authorization.

10. If the Agency does not provide an employee with the required travel card refresher training and the employee becomes the subject of proposed disciplinary action relating to his/her government credit card, the Agency shall consider (as part of its evaluation of the Douglas Factors) the lack of refresher training when making the employee's final disciplinary decision.

11. Bargaining unit employees who have either been denied an unrestricted credit card, have had their credit card suspended or rescinded may participate in EAP-sponsored credit counseling programs. Operational and mission-related requirements permitting,

the Agency may grant LWOP to employees to obtain EAP-sponsored credit counseling, provided the employee submits documentation of such counseling.

12. Cardholders performing long-term travel assignments shall submit travel vouchers at least once every twenty-one (21) calendar days unless covered by a PASS agreement that specifies otherwise.

Sections 13-15 below will take effect upon the Agency's implementation of the SplitPay program capability of GovTrip. As set forth in Section 8.2 of the DOT policy, SplitPay consists of dividing a travel voucher reimbursement between the travel card service provider and the cardholder.

13. If the Agency is late with its share of the payment, and the employee is contacted by the Credit Card Provider regarding the past due amount, the employee shall refer the Credit Card Provider to an FAA Point of Contact (POC). The current POC's name and number shall be continuously posted on the FAA Travel Website. The POC shall then contact the credit card provider to explain why the Agency has not paid.

14. If any delinquent payment by the Agency to the Card Provider is reflected on the employee's credit report, the Agency shall provide a written explanation to the credit bureau.

15. The cardholder's approving official shall complete all review and approval/rejection of any changes flagged by Govtrip that the cardholder chose to make to the default Split Payment disbursements within the timelines for voucher processing as currently established in the applicable PASS agreement. Only changes to the default status of the lodging and commercially rented automobile expenses related to official travel shall be flagged and subject to additional review and approval by the approving official.

16. The FAA will not collect delinquent balances for which it has not reimbursed the cardholder, except for instances where the cardholder has not submitted a proper travel voucher within the allotted time period established in the policy or as specified by the applicable PASS agreement.

17. An employee shall be given 30 days to respond to a letter from the FAA Office of Financial Management advising him/her that the FAA intends to offset his/her salary in accordance with the FAA Travel Policy.

18. The letter from the Office of Financial Management shall include the name and phone number of the person the employee must contact.

19. If the employee does not choose to exercise alternative means of satisfying the debt, and the FAA proceeds with the salary offset, the FAA shall advise the employee in writing of the bi-weekly installment amount, the number of installments, and the date the offsets shall begin.

20. PASS bargaining unit employees who have not been issued a government travel charge card or who have had their account suspended or terminated shall be allowed to use personal funds, including a personal credit card, for official travel. Such employees are also not subject to signing the written statement described in Section 10.4 of the DOT Travel Card Management Policy.

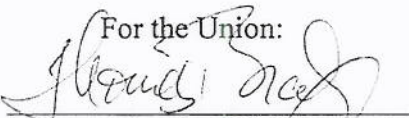
21. If a cardholder's account has been suspended by the A/OPC due to misuse and/or abuse, the cardholder may present a written statement to the A/POC that 1) explains the circumstances which led to the misuse and/or abuse, and 2) outlines a corrective action plan to prevent future misuse and/or abuse. The action plan must list any disciplinary action taken and be signed by the employee's manager. Upon compliance with this procedure, the NPC will reinstate the suspended travel card account provided the employee has made full payments on the account when due and if the employee has only low risk indicators as described in Table 9-1 of the DOT Tavel Card Management Policy. Reinstatement of the account of an employee whose risk indicators are medium to high or who has failed to make full monthly payments when due in the preceding twelve months shall be at the discretion of the NPC.

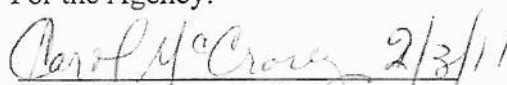
22. Travel card misuse is defined as a cardholder's unintentional use of a travel card for unauthorized transactions unrelated to official travel.

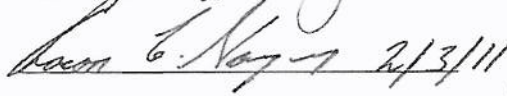
Travel card abuse is defined as a cardholder's intentional use of a travel card for unauthorized transactions unrelated to official travel, including intentional efforts to defraud.

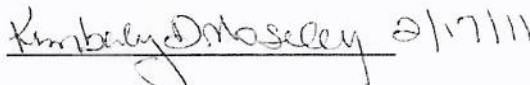
23. This MOA does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.

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 when superseded by the Parties' new collective bargaining agreements for the afore-mentioned units.

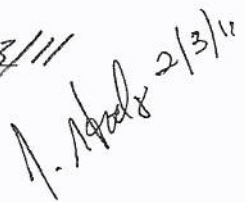
For the Union:

Thomas Brantley PASS

For the Agency:
 2/3/11
Carol McCroney, AHL-300

 2/3/11
Aaron Sawyer, AHL-300

 2/17/11

Agency Head Approval/Date

 2/3/11