

Memorandum of Agreement
Between the
Professional Aviation Safety Specialists (AFL-CIO)
and the
Federal Aviation Administration

Re: FY 2019 SHUTDOWN FURLOUGH

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Aviation Safety Specialists (PASS or Union) and the Federal Aviation Administration (FAA or Agency), herein collectively referred to as the Parties, concerning the potential shutdown furloughs during FY2019. This MOA covers all PASS bargaining unit employees and should be read in conjunction with the Parties' respective collective bargaining agreements and March 7, 2013, Memorandum of Agreement on furloughs (for AVS CBA employees).

1. The Union shall be provided with a copy of the Agency's shutdown furlough plan as soon as possible after it is finalized.
2. As soon as possible, the Agency shall provide the Union with an initial list of all bargaining unit employees covered by the furlough containing each employee's name, job series, duty location and furlough code ("excepted" or "non-excepted) and numerical category (subject to recall, etc.). If it is not possible to provide this information prior to implementation of the furlough, it shall be provided as soon as possible after implementation. If an employee's furlough code is changed, the Union shall be notified with the employee's name, duty station and new furlough code as soon a possible.
3. Within fourteen (14) calendar days of the date of execution of this agreement, the Agency shall provide the Union the criteria it utilized to determine whether an employee was excepted or non-excepted during the shutdown furlough.
4. Within thirty (30) calendar days of the conclusion of the shutdown, the Agency shall provide the union the criteria and justification utilized to recall employees coded as "non-excepted" back to work during the shutdown furlough.
5. Each bargaining unit employee who is subject to a shutdown furlough will be notified in writing as soon a possible. The Agency may use electronic delivery.
6. The Agency will maintain on the FAA employee website all applicable policy guidance and a list of frequently asked questions advising employees of their rights during a shutdown furlough.
7. As soon as possible after the Agency's decision to implement a shutdown furlough, the Agency shall post on the FAA employee website all applicable policy guidance and a list of frequently asked questions advising employees of their rights during a shutdown furlough.

8. In the event the Agency recalls a limited number of employees during the shutdown, the Agency shall determine the recall criteria and necessary qualifications of the employees to be recalled. If more employees satisfy the criteria and qualifications than necessary for the recall, the Agency shall solicit volunteers to fill the positions to be filled under the recall. If there are more volunteers than available positions, the employees shall be selected using FAA seniority. If there are fewer volunteers than required, the Agency shall select the remaining employees using reverse FAA seniority. As soon as possible after receipt of a request by the Union, the Union shall be provided with a list of all recalled employees, including their job series, duty station and date of recall.

9. In the event a shutdown furlough is cancelled with insufficient notice for an employee to return to duty, the employee at his/her discretion will be allowed to substitute annual leave, credit hours, compensatory time or leave without pay for the cancelled furlough days.

10. In the event an employee is unable to schedule annual leave due to the shutdown furlough and, as a result, risks the forfeiture of leave, the Agency will assist the employee in identifying alternate dates for the employee to use his/her use or lose annual leave before the end of the leave year. In the event sufficient dates cannot be granted, the Agency will consider if the circumstances warrant consideration for leave restoration. If leave restoration is denied, the employee, upon request, shall be provided with a written explanation for the Agency's decision. Prior approval of the leave is not required in order to be considered for restoration.

11. The Parties agree that all timelines/deadlines not related to midterm bargaining contained in the Parties' CBAs are extended by the number of days that the FAA is shutdown, plus 14 calendar days from the final day of the shutdown.

12. The Parties agree that all midterm bargaining timelines will be held in abeyance until fourteen (14) calendar days after the final day of the shutdown for changes initiated prior to the date the appropriations lapsed. During the shutdown the Agency will provide a copy of all midterm bargaining notices initiated at all levels directly to the PASS National President.

13. In the event of legislation authorizing the payment of back pay for furloughed employees, PASS bargaining unit employees shall be paid back pay on the same date as the earliest date on which back pay payments are made to any other FAA employee.

14. In the event an employee is scheduled to serve a disciplinary suspension during the government shutdown, such suspension will run concurrent with the period of time the employee is on furlough.

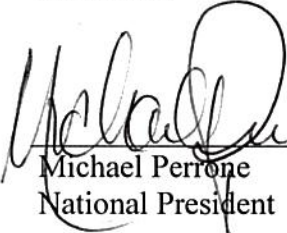
15. Employees serving as union representatives may work on official time during the shutdown if triggered by an excepted management action, consistent with OPM guidance. Official time taken during the shutdown must be approved in advance by a management official.

16. Nothing in this Agreement waives any rights the Agency, employees and/or the Union would otherwise have under the Parties' CBAs, MOAs, applicable laws, rules regulations or past practices.

17. If any provision of the Agreement is held to be invalid, void or for any reason unenforceable, it shall not affect the validity and enforceability of the remaining provisions.


18. This MOA shall be effective upon completion of Agency Head Review or thirty (30) days after it has been signed by the Parties, whichever occurs first, and shall remain in effect for the duration of the fiscal year.

For PASS:


Michael Perrone
National President

12 Dec 18
Date

For the FAA:


Laura Glading
Director, Labor and Employee Relations

12/6/18
Date


John D. McLeh
Agency Head Review/Date

12/6/18