

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

Re: FY 2024 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 FY2024. This MOA covers all PASS bargaining unit employees and should be read in conjunction with the Parties' respective collective bargaining agreements for ATO and AVS.

SECTION 1: The following procedures shall be followed in the event of a lack of appropriation:

- a. The Union shall be provided with a copy of the Agency's shutdown furlough plan as soon as possible after it is finalized.
- b. 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 as possible.
- c. Upon request, the Agency shall timely provide the Union the criteria it utilized to determine whether an employee was excepted or non-excepted during the shutdown furlough.
- d. 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.
- e. Each bargaining unit employee who is subject to a shutdown furlough will be notified in writing as soon as possible. The Agency may use electronic delivery.
- f. 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.
- g. 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.

- h.** 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. For purposes of this Agreement FAA seniority shall be an employee's FAA Service Computation Date (SCD). 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.
- i.** In the event a shutdown furlough is cancelled with insufficient notice for an employee to return to duty, the employee at their discretion will be allowed to substitute annual leave, credit hours, compensatory time or leave without pay for the cancelled furlough days.
- j.** 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 their 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.
- k.** The Parties agree that all dispute resolution 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 fourteen (14) calendar days from the final day of the shutdown.
- l.** 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.
- m.** PASS bargaining unit employees shall be paid backpay on the same date as the earliest date on which backpay payments are made to any other FAA employee. Regular deductions shall be made from any back pay including union allotments and PAC contributions.

- n. 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.
- o. 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.

SECTION 2: Use of Government Furnished Equipment (GFE) in Shutdowns

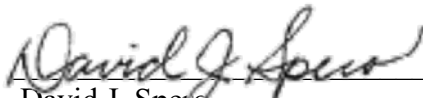
Employees in furlough status may use GFE to access FAA email accounts or any specific website established by the Agency to check operating status, schedules, or other matters related to the furlough/shutdown but may not:

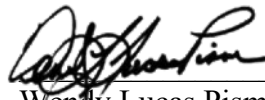
- a. Use GFE such as laptop, computer, tablet, or cell phone to perform work;
- b. Access FAA eCenter or PIV card to perform work;
- c. Drive a GOV on furlough day; or
- d. Work for the FAA from home or serve as an unpaid volunteer for the FAA.

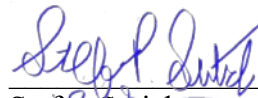
SECTION 3: Duration. This Agreement shall be in force for the duration of FY2024.

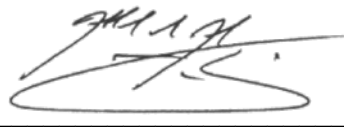
For PASS:

For the FAA:


 _____ 9/25/23
 David J. Spore Date
 PASS National President


 _____ 09/25/2023
 Wently Lucas Pisman Date
 Collective Bargaining Services (AHL-300)


 _____ 9/25/23
 Stefan Sutich Date
 Dep. General Counsel


 _____ 9/27/2023
 Agency Head Review: Miguel Nieves-Mojica Date
 (A) Executive Director, Labor and Employee Relations