

MEMORANDUM OF AGREEMENT  
between the  
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION  
and the  
FEDERAL AVIATION ADMINISTRATION

This Memorandum has been executed by the Parties as the result of an incident that occurred at the Binghamton Airport Traffic Control Tower on September 23 through October 15, 1994 regarding the release of asbestos during the OSHA Fire and Life Safety Tower Upgrade. This Memorandum covers only bargaining unit employees at Binghamton, and does not constitute a precedent for any other incident.

1. Each employee at Binghamton Airport Traffic Control Tower who was on duty on September 23, through October 15, 1994 is eligible for a physical examination, provided the employee has not previously received this examination in conjunction with this incident. The examination shall be of the type described in this paragraph at Agency expense and on duty time. This examination will consist of the following:

- a. a medical and work history;
- b. a complete physical examination of all systems with emphasis on the respiratory system, the cardiovascular system and the digestive tract;
- c. pulmonary function tests to include forced vital capacity (FVC) and forced expiratory volume at one second;
- d. a chest roentgenogram (posterior-anterior 14X17 inches);
- e. completion of the respiratory disease standardized questionnaire form, contained in 29 CFR Sect. 1910.1001, Appendix D, Part 1; and
- f. any additional tests deemed appropriate by the examining physician.

2. In addition, the medical examination described above will be provided to each employee at five-year intervals for the duration of employment. A termination of employment examination will be provided within 30 days before or after the employee's final date of employment.

3. The results of these examinations will be retained by the Agency in the employee's medical records, along with a copy of this Memorandum. If requested by the employee, a copy of the examination results will be provided to the employee at no cost.

4. Employees who wish to receive the examinations described in this Memorandum shall so notify the Binghamton Air Traffic Manager within 30 calendar days of the date of this Memorandum. Employees who do not so notify the Air Traffic Manager shall have no entitlements under this Memorandum. Employees must abide by the schedule of physicals described in Sections 1 and 2 in order to maintain their entitlements.

5. Hazard pay differential of eight (8) per cent, in accordance with 5 CFR Part 550, Subpart I, Appendix A, will be paid to all bargaining unit employees for each shift worked between September 23 and October 15, 1994 inclusive. These payments do not constitute precedent, and shall not be used to support any other claim for hazard pay by any employee, from Binghamton or any other facility, for this or any other time period.

6. Nothing in this Memorandum negates the right of any employee to file a Workers Compensation claim in accordance with the applicable procedures.

7. In return for the foregoing, the Union agrees that all known grievances are resolved including but not limited to (NC) AEA-94-255-BGM-2, AEA-94-421-BGM-2, AEA-94-422-BGM-2.

The Parties have executed this Agreement on the 10<sup>th</sup> day of April, 1995.

FOR THE AGENCY

Robert Murphy

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FOR THE UNION

Susan Liu

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