

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE FEDERAL AVIATION ADMINISTRATION**

This Agreement is entered into by and between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as "the Parties." This Agreement represents the complete understanding between the Parties at the National level concerning the application of FAA Order 3900.AIRAAIS, "Aircraft Certification Service Aircraft Accident Investigation Safety Program – Occupational Safety and Health," and FAA Order 3900.AIRBBP, "Aircraft Certification Service Bloodborne Pathogens Program – Occupational Safety and Health." This Agreement applies to NATCA Bargaining Unit Employees ("BUEs") in Aircraft Certification Service ("AIR"). This MOU covers both Orders due to the overlap in procedures, requirements, and processes between the Orders.

Section 1. The FAA shall reimburse BUEs for the purchase of required personal protective equipment (PPE) specific to the AIRBBP and AIRAAIS provided the following criteria are met prior to purchase:

- The Agency is unable to provide the equipment; and
- The BUE has written approval from AIR OSH Program Lead.

Section 2. BUEs shall be on duty time to obtain the HBV vaccination. They will be reimbursed for mileage to and from all medical appointments necessary to obtain the HBV vaccine. This shall also apply to boosters if recommended under OSHA and US Public Health Services standards. BUEs shall not incur any expenses for the original vaccine or subsequent boosters, if required.

Section 3. Employees are not required to furnish an employee social security number on the Hepatitis B Virus Vaccination Consent/Decline Form. However, failure to provide all of the requested information may result in delay in processing actions related to the Bloodborne Pathogens (BBP) Program and FAA Occupational Medical (OccMed) Program.

Section 4. NATCA shall receive a briefing on the status FAA OccMed Program within 30 days of the signing of this MOU and a subsequent briefing within 30 days of when the OccMed Program is finalized.

Section 5. All medical records being sent to the FAA OccMed Record Repository shall be encrypted in accordance with FAA Order 1370.121 standards.

Section 6. BUEs who fail the fit-test due to facial hair shall be given the option to use a hooded (loose fitting) Powered Air Purifying Respirator, if one is available. AVS will supply a hooded respirator to each office that has personnel that require a hooded respirator.


Section 7. The FAA will provide First Aid and CPR training courses for all employees who volunteer for such training. An accident investigator will not be required to go onto the accident worksite where conditions exist that could cause serious injury requiring immediate medical attention without a person who is first-aid trained on site.


Section 8. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement on behalf of either Party.

Section 9. This Agreement shall remain in full force and effect for the duration of the Parties' April 7, 2011 Collective Bargaining Agreement, unless modified by mutual agreement of the Parties.

For NATCA:

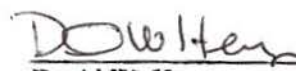
 11/3/17
Suzanne DeFelice Date

 11/6/2017
Scott Odle Date


Mike Odryna Date

For the FAA:

 11/7/17
Carol McCrerey Date
AHL-300

 11/3/17
David W. Hempe Date
Deputy Executive Director,
Regulatory Operations
(AIR-002)