

**Memorandum of Agreement
between the
Federal Aviation Administration (FAA)
and the
Professional Airways Systems Specialists (PASS)
Regarding the FAA's
Respiratory Protection Program
(Chapter 20 of FAA Order 3900.19B)**

This Memorandum of Agreement (MOA) is made and entered into by and between the Professional Airway Systems Specialist (PASS) and the Federal Aviation Administration (FAA) concerning the implementation of the FAA's Respiratory Protection Program (Chapter 20 of Order 3900.19B).

1. Prior to issuing any national guidance concerning implementation of Chapter 20 of FAA Order 3900.19B, the FAA will give PASS notice and an opportunity to bargain in accordance with Article 70 of the PASS/FAA AF collective bargaining agreement.
2. Prior to effecting changes to existing policies and procedures at the regional and local levels that would result from the implementation of Chapter 20, the FAA will fulfill its obligations under Article 69 of the PASS/FAA AF collective bargaining agreement.
3. Prior to the issuance of a respirator to a bargaining unit employee, the FAA shall first attempt to provide employee protection by implementing feasible engineering controls. If the implementation of such controls cannot reduce or eliminate the potential hazard to the employee(s), NIOSH approved respirators shall be provided, at no cost to the employee.
4. If applicable, Hazardous Duty Compensation will be paid in accordance with Article 53 of the PASS/FAA-AF collective bargaining agreement.
5. The Parties at the local level will agree upon written worksite-specific procedures governing the use of respirators during hazardous events or in areas that require their use. These shall address the rescue of employees, where appropriate. They shall include the minimal requirements of §1910.134 and other applicable requirements.
6. The FAA shall provide a legible copy of the Respiratory Protection Standard, 29 CFR §1910.134 and the facility's Respiratory Protection Program to any employee who is required to wear a respirator. In addition, a copy shall also be made available to designated PASS representatives, upon request.

7. The medical questionnaire and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. The medical questionnaire shall be administered in a manner that ensures that the employee understands its content.
8. Employees who wish to discuss the questionnaire and examination results with the physician or other licensed health care professional (PLHCP) shall be permitted to do so on duty time.
9. The affected employee shall be provided a personal copy of any "supplemental information" the Employer has provided to the PLHCP. This shall occur at the time the information is provided to the PLHCP.
10. Where the employee is required to wear a respirator as part of their normal assigned duties, the Employer shall offer an Powered air-purifying respirator (PAPR), in-lieu of a Negative pressure respirator, as long as the PAPR will protect them from the hazard of that particular environment. In addition, the Employer shall provide a personal respirator for each affected employee, excluding SCBAs and SAR.
11. Employees may retain beards or other facial hair that does not come between the sealing surface of the facepiece and the face or that does not interfere with valve function.

This MOA shall be effective as of 20 MARCH, 2001 and shall stay in effect for the life of the current collective bargaining agreement.

For the Union:



Michael D. Fanfalone
PASS National President

For the Agency:



