



PROFESSIONAL AVIATION SAFETY SPECIALISTS

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September 29, 2008

Via Facsimile and Certified Mail

Mr. Melvin Harris
Director of Labor and Employee Relations
AHL-200, Room 519
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591

RE: National Grievance – Constructive Cost Comparison

Dear Mr. Harris:

This is a national grievance on behalf of all Technical Operations (“Tech Ops”), Flight Standards (“FS”), MIDO, AFS-700 and AVN bargaining unit employees pursuant to the negotiated grievance/arbitration procedures set forth in the collective bargaining agreements (CBAs) governing each unit.

In a broadcast message forwarded to all FAA employees via email on September 17, 2008, the FAA declared that when preparing a cost comparison for driving your POV versus flying on a common carrier, the traveler must compare against the City Pair Capacity Controlled fare (-CA) rather than the unrestricted Government City Pair fare (YCA). This direction derived from a new interpretation of the FAA Travel Policy and in virtually all cases results in employees receiving lower amounts of travel reimbursements

For all PASS bargaining units in the Flight Standards and AFS-700, the FAA Travel Policy is inapplicable as it has not been negotiated. As such, this guidance cannot apply to employees in these bargaining units.

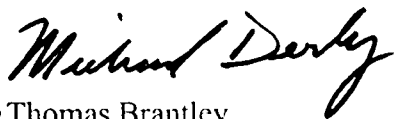
Furthermore, this message constituted a change in the way that employees have calculated the comparative cost analysis. Past practice and the agency’s previous interpretation of the FAA TP dictate that employees have used the unrestricted Government City Pair fare when assessing the constructive cost comparison as opposed to using the City Pair Capacity Controlled fare as directed in the FAA’s message. This practice of using the unrestricted Government City Pair fare is more logical as the City Pair Capacity Controlled fare fluctuates making it impossible to determine the exact fare that needs to be factored into the analysis. Moreover, this fare may not even exist for some travel itineraries or may come into and out of existence over time. The unrestricted Government City Pair fare is constant allowing for a more realistic and stable constructive cost comparison for both the employee and management.

Thus, the Agency's action constitutes a violation of the travel and midterm bargaining articles of each CBA and an unfair labor practice under Section 7116(a)(1) and (5) of the Statute.

As a remedy, PASS requests the following: an immediate withdraw of the September 17, 2008, broadcast message as it applies to all PASS bargaining unit employees; notice to all bargaining unit employees that the unrestricted Government City Pair fare is the appropriate comparison to be used for the constructive cost comparison; withdrawal of any documents forwarded to individual employees regarding the use of the City Pair Capacity Controlled fare; all remedies under the Back Pay Act for any employees who were paid incorrectly as a result of the Agency's inaccurate position; and a posting in all FAA facilities where bargaining unit employees are located acknowledging the FAA's erroneous position and its obligation to negotiate any changes to working conditions prior to implementation.

In anticipation of your denial of this grievance, please contact Dennie Rose, PASS Assistant Counsel, at 202-293-7277 in order to schedule this grievance for arbitration as soon as possible.

Sincerely,


for Thomas Brantley
PASS National President

cc: PASS Executive Board
Mike Derby, Esq.
Dennie Rose, Esq.