

**Memorandum of Understanding
between the
National Air Traffic Controllers Association, AFL-CIO
and the
Federal Aviation Administration**

This Agreement is made 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 of the Parties concerning the establishment of the National Centralized ERR Process Team (NCEPT) and associated National Centralized ERR Placement Process Standard Operating Procedure (SOP) and a National Release Policy.

This Agreement supersedes the previous agreement dated November 14, 2015.

Section 1. Article 42, Sections 5, 9 and 12 of the 2016 Collective Bargaining Agreement (CBA) shall be replaced as follows:

Section 5. Employees desiring consideration for placement to a specific bargaining unit position at a specific facility may make voluntary application for transfers to facilities of the same, lower, or higher level by submitting the appropriate forms as outlined in Agency directives, to the Human Resource Management Division having jurisdiction over the position(s). The type of position applied for and specific location must be stated.

The employee shall not normally be eligible to receive any permanent change of station (PCS) benefits unless the selection was made in conjunction with a vacancy announcement where PCS benefits were authorized. In that case the individual requesting voluntary transfer shall be entitled to the same benefits as advertised on the vacancy announcement.

Employees shall submit the following forms to the appropriate Human Resource Management Division:

- a. cover letter stating: “Filed in accordance with Employee Requested Reassignment for _____ position at (name of facility)”;
- b. FAA Form 3330-42, Request for Consideration and Acknowledgment;
- c. FAA Form 3330-43-1, Rating of Air Traffic Experience for AT Transfer Program;
- d. OF-612 or a resume; and
- e. most recent performance appraisal.

Upon receipt of the package the receiving office will advise the employee that they have received his/her request. The application shall remain on file for fifteen (15) months from receipt, unless it has been updated in writing by the employee.

Once an employee accepts a Tentative Offer Letter (TOL) to a specific facility, all other requests made under this Section, by that employee will be deleted. An employee who declines a TOL for a particular facility, will have to resubmit a request under this Section for future consideration for that facility.

Section 9. If as a result of a grievance being filed under this Article, the Agency agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, he/she will receive priority consideration, as defined in Article 100, for the next appropriate vacancy for which he/she is qualified. If the employee is selected for the vacancy, the priority consideration will be considered to be satisfied. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable opportunities as the position for which the employee was improperly excluded. Employees will be afforded the opportunity to utilize their priority consideration status when their facility meets the criteria established in Article 42 Section 12 (A) of this Agreement.

Section 12. The following National Release Policy applies to all bargaining unit employees that are leaving their existing position of record and moving to another ATO position of record within or outside the bargaining unit.

A. The National Release Policy will be based on the ratio of CPCs currently and projected to be on-board to the CPC Staffing Level as follows:

Category 1 (Green): CPC Current and Projected AOB > 90% Facility CPC staffing level: Release dates shall be within three (3) months of selection, or at the election of the employee no later than six (6) months.

Category 2 (Green): CPC Current and Projected AOB > CPC Current and Projected national averages or the collaboratively determined CPC percentages: Release dates shall be within twelve (12) months of selection.

Red: Does not meet Category 1 or 2 minimum requirements.

Projected AOB is defined as anticipated gains/losses of CPCs within the established training cycle for the facility.

B. Extensions beyond the timeframes identified above or other deviations from the National Release Policy for facilities that fall within the criteria for Category 1 and 2 require approval of the office of the Vice President of Air Traffic Services (VP-ATS). Decisions of the VP-ATS office are not subject to review, however, the office of the VP-ATS will notify the Union at the National Level in advance of issuing the decision to the affected facility and/or employee.

- C. Extensions beyond the timeframes identified above or other deviations from the National Release Policy for facilities that do not meet the criteria for Category 1 or 2 require approval of the Office of the Chief Operating Officer (COO) of the Air Traffic Organization (ATO). Decisions of the COO office are not subject to review, however, the COO office will notify the Union at the National Level in advance of issuing the decision to the affected facility and/or employee.
- D. The National Release Policy supersedes all facility-level release policies. Facility release policies are not authorized pursuant to this Agreement.
- E. The C90/N90 Return Rights and Priority Release MOU dated March 15, 2016, Article 124 Priority Placement, transfers under Article 99 of the 2016 CBA are not subject to the provisions of the National Release Policy.
- F. Temporary FLM promotions within a facility will be handled in accordance with the National Centralized ERR Placement Process SOP dated May 4, 2017. The National Release Policy shall apply to employees while serving on a temporary FLM promotion within a facility.
- G. Temporary assignments to other bargaining unit positions within the facility exceeding one-hundred and eighty (180) days, consecutively or non-consecutively, within any twelve (12) month period are subject to the National Release Policy. The National Release Policy shall apply to employees while serving on a temporary assignment within a facility.
- H. With the exception of paragraph E, all other release dates for employees within the same losing facility will be assigned in order of selection. In the event more than one (1) employee is selected for the same facility, release dates shall be determined in order of receipt of the ERR/Merit Promotion Program (MPP) package at the servicing HR office. Any deviations from this provision will be handled in accordance with paragraph B or C of this Agreement, as appropriate.
- I. An employee from a facility that does not meet the criteria established in paragraph A of this Section, but has been selected in accordance with the MPP process, will be issued a release date utilizing provisions of Section 12 B or C.
- J. In the event a facility moves from a Category 2 release window to a Category 1 release window, employees with Category 2 release dates will be afforded the opportunity to have their existing release dates adjusted to comply with the Category 1 release window, prior to the issuance of subsequent release dates.
- K. Once the release date has been established, it may only be changed by mutual agreement of the employee and the losing/gaining Air Traffic Managers, as long as the release date falls within the National Release Policy.

Section 2. Article 60, Section 2 of the 2016 Collective Bargaining Agreement shall be replaced as follows:

Section 2. Eligible employees shall be given priority consideration within the same bargaining unit for any ingrade/downgrade bargaining unit vacancy at any of those facilities for which he/she is qualified. Release dates are subject to the provisions of the National Release Policy as defined in Article 42 of this Agreement. Employees will be afforded the opportunity to utilize their priority consideration status when their facility meets the criteria established in Article 42 Section 12 of this Agreement.

Section 3. A collaborative national team, the NCEPT, is established to conduct the ERR placement process in accordance with the ERR SOP. The Union may designate up to (2) representatives to the NCEPT. The NCEPT will meet at least once per quarter, or more frequently as determined by the NCEPT, to conduct the ERR placement process.

The Agency will provide the NATCA representatives to the NCEPT with all information and data necessary to participate in NCEPT meetings.

Section 4. The Parties agree that all ERRs submitted pursuant to Article 42 of the Parties' 2016 Collective Bargaining Agreement (CBA) will be processed in accordance with the NCEPT and associated National Centralized ERR Placement Process SOP dated May 29, 2017 (Attachment 1). The CPC Staffing Levels, adopted by the Agency and attached to the SOP, will be used as a basis to guide Agency placement decisions, but do not guarantee ERR placement/selection. The Parties will continue their work on refining the models and once completed, the output of those models will supersede the attached CPC Staffing Levels.

Section 5. Once selected into a facility, a candidate will no longer be considered for a facility of lesser need during that ERR placement session.

Section 6. Facility certified CPC's shall be considered for placement prior to other employees during the ERR placement process. Employees in training that have never achieved CPC status will be considered on a case-by-case basis.

Section 7. The Parties at the National Level agree to review the effectiveness of this Agreement quarterly. Based upon this review, the Parties agree to meet and jointly make modifications as necessary to ensure the goals of this Agreement continue to be met. The Parties shall utilize a mutually agreed upon mediator to assist in resolving any disputes regarding modifications sought by either party. At the conclusion of mediation, if the Parties remain unable to reach agreement on necessary modifications, either Party may cancel this agreement by providing the other party thirty (30) days advance notice. In the event this Agreement is cancelled, the provisions of the 2009 CBA amended by this agreement shall return to the language as existed on July 24, 2016.

Section 8. This Agreement shall remain in effect for the duration of the Parties' 2016 CBA and may be extended by mutual agreement.

Signed this 25th day of May 2017.

For the Union:



Dean Iacopelli

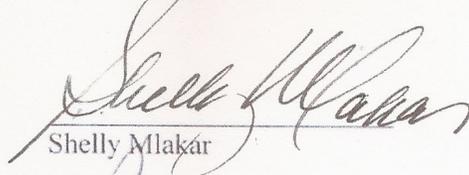


Andrew LeBovidge

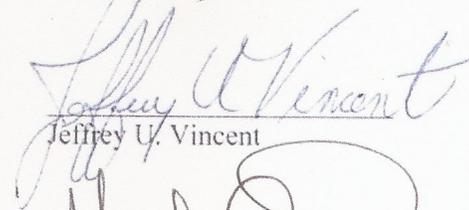


Michael Robicheau

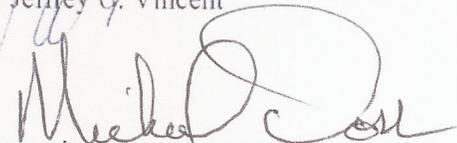
For the Agency:



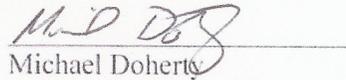
Shelly Mlakar



Jeffrey U. Vincent



Michael Doss



Michael Doherty