

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

This Agreement is made by and between the National Air Traffic Controllers Association ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties." This Agreement represents the complete understanding between the Parties regarding New York TRACON (N90) Enhanced Controller Incentive Pay.

Section 1. The Parties agree that the immediacy of the N90 staffing challenge requires a short-term initiative to enhance Controller Incentive Pay (CIP) in order to attract and retain qualified employees. In addition, the Parties are committed to collaboratively addressing other factors impacting overall facility health including the culture, environment, and training issues.

Section 2. CIP payments resulting from this initiative shall not be applied against the fixed amount contained in Article 108, Section 12 of the 2016 Collective Bargaining Agreement.

Section 3. Bargaining unit employees who transfer to N90 prior to September 1, 2019, will receive CIP at the facility specific rate (currently 10%) plus an enhanced CIP rate as follows:

- a. Certified Professional Controllers-In-Training (CPC-IT) that were previously facility certified at N90: Facility Specific Rate plus an additional rate of 15% upon assignment to the facility.
- b. Certified Professional Controllers-In Training (CPC-IT) that were not previously certified at N90 and Developmental employees:
 - 1) Facility Specific Rate upon assignment to facility.
 - 2) Facility Specific Rate plus an additional 4% upon achieving D1 certification status.
 - 3) Facility Specific Rate plus an additional 8% upon achieving D2 certification status.
 - 4) Facility Specific Rate plus an additional 12% upon achieving D3 certification status.
 - 5) Facility Specific Rate plus an additional 15% upon achieving CPC certification status.
- c. Traffic Management Coordinators/Specialists:
 - 1) Facility Specific Rate upon assignment to facility.
 - 2) Facility Specific Rate plus an additional 8% upon achieving area certification.

3) Facility Specific Rate plus an additional 15% upon achieving traffic management unit certification.

d. Staff Support Specialists: Facility Specific Rate plus an additional rate of 15% upon assignment to facility.

Bargaining unit employees receiving the enhanced CIP rate in accordance with this Section will be paid the additional rate for a period of four (4) years from the date of their assignment to N90 and will not be extended.

Section 4. The enhanced CIP rates shall be effectuated beginning with the effective date of the first bargaining unit employee who is selected and transfers to N90 after the date of this Agreement.

Section 5. Bargaining unit employees assigned to N90 on the date the enhanced CIP rate(s) are effectuated shall receive the enhanced CIP rate in accordance with the progression identified in Section 3 for a non-extendable period of four (4) years.

Section 6. Bargaining unit employees transferring to N90 after September 1, 2019, and new hires reporting to N90 shall be paid the enhanced CIP rate in accordance with Section 3 for the remainder of a four-year period that begins from the date the enhanced CIP rates are effectuated.

Section 7. Air Traffic Control bargaining unit employees who do not maintain operational currency, other than those who are temporarily medically restricted, are not eligible to receive the enhanced CIP rate.

Section 8. The enhanced CIP rate will terminate immediately for any employee who withdraws from training or upon the determination by the Agency to terminate an employee's training.

Section 9. The following applies to N90 only and supersedes Section 2 of the C90/N90 Return Rights and Priority Release Agreement dated March 15, 2016:

Employees not currently assigned to N90, who have been selected for transfer to an ATCS bargaining unit position at N90 shall be given priority release dates. Release dates shall be within three (3) months of selection, or at the election of the Employee no later than twelve (12) months.

Release dates for multiple employees from the same facility will be determined by the Parties at the National level, in consultation with the Parties at the local level.

Section 10. Upon termination of the enhanced CIP rate, employees will continue to receive the applicable facility specific CIP rate.

Section 11. Enhanced CIP rates shall be computed on basic pay and paid bi-weekly along with the current facility specific CIP rate.

Section 12. In the event that the current facility specific CIP rate increases, the Parties agree to meet and adjust the enhanced CIP rate to ensure the combined facility specific rate and enhanced rate do not exceed twenty-five percent (25%).

Section 13. The N90 Training Incentive MOU dated July 8, 2016, shall be terminated concurrently with the effectuation of the enhanced CIP.

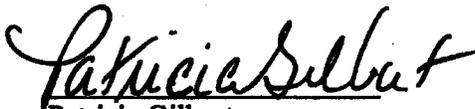
Section 14. Nothing in this Agreement shall be construed as a waiver of any rights afforded under the NATCA/FAA Collective Bargaining Agreements, or applicable law, rule, or regulation.

Section 15. This Agreement shall terminate upon satisfaction of the terms contained herein.

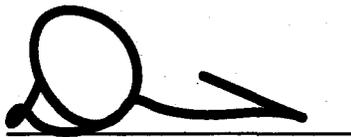
Signed this 14th day of August 2017.

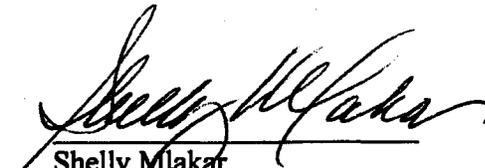
For the Union:

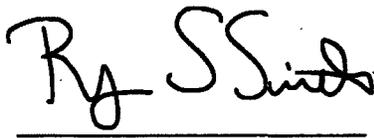
For the Agency:


Patricia Gilbert


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