

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

This Agreement is made 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 at the national level concerning Air Traffic Controller participation in the validation of replacement assessments for the FAA's Air Traffic Selection and Training ("AT-SAT") pre-employment screening.

The Parties mutually recognize that adequate air traffic controller staffing is critical to the continued safety and efficiency of the National Air Space. To this end, the effectiveness of the replacement assessments for AT-SAT, and ultimately the Agency's efforts to improve the process for screening and selecting future air traffic controllers, is dependent upon achieving high employee participation rates to validate these assessments.

Section 1. Within ten (10) days of the signing of this Agreement, the Parties will establish a National Workgroup ("Workgroup") for the purpose of developing and implementing a national strategy to accomplish the logistics of the evaluation and validation of new assessments to replace the AT-SAT.

Section 2. The Union will designate up to five (5) representatives to the Workgroup.

Section 3. Each Party will designate one (1) person to act as the co-lead of the Workgroup.

Section 4. The Workgroup may establish sub-groups to support the activities of this initiative.

Section 5. Union representatives on the Workgroup or sub-groups shall be in duty status for all workgroup or sub-group activities and shall be afforded sufficient duty time to travel for meetings and related activities.

Section 6. Union representatives shall be invited to participate in Workgroup or sub-group briefings and meetings and shall be provided all information and data available to their Agency counterparts.

Section 7. The Workgroup and any sub-groups shall make decisions by consensus. For the purpose of this document, consensus is defined as the voluntary agreement of all representatives of the Workgroup or sub-group for a particular outcome. If members of a sub-group are unable to reach an agreement on any portion of the project, that matter will be elevated to the Workgroup for a collaborative resolution. If the Workgroup members are unable to reach an agreement on any portion of the project, that matter will be elevated to the co-leads for a collaborative resolution. If the co-leads are unable to reach agreement, the matter will be elevated to the National Level to the signers of this Agreement. If the Parties at the National Level are unable to reach an agreement on the matter, the matter will be

addressed through the traditional bargaining process in accordance with Article 7 of the Parties' Collective Bargaining Agreement ("CBA").

Section 8. All agreements and resolutions of the Workgroup or sub-groups will be reduced to writing and signed by the Workgroup leads.

Section 9. The Agency has generated a randomly-selected list of Certified Professional Controllers ("CPCs") and Mike Monroney Aeronautical Center ("Academy") students targeted for participation in the validation, by using sampling software and a comprehensive database of current CPCs and Academy students in relation to facility type, facility complexity, gender and race/ethnicity to ensure representation of all types of facilities and individuals in the process. The Workgroup will review the list of randomly-selected employees to ensure they are current employees and matched to the particular facility identified on the list.

Section 10. Bargaining unit employees' participation in the validation process is strictly voluntary. NATCA will encourage employees' participation.

Section 11. The Workgroup and/or sub-groups will coordinate the logistics for releasing participating employees from the operational environment and scheduling them for a testing time at the nearest testing facility. The Workgroup and sub-groups are empowered to resolve any logistical issues arising from the processes and procedures of validating the AT-SAT replacement assessments, in accordance with law, rule, regulation, contract and this Agreement.

Section 12 Bargaining unit employees participating in any validation and testing activities will do so during their regularly-scheduled tours of duty. The Agency will not change the schedule of an employee volunteering to participate in the validation and testing activities without their consent.

Section 13. Bargaining unit employees participating in the validation process are entitled to travel and per diem reimbursement.

Section 14. Implementation and facilitation of the validation process will not supersede any local or national agreements covering scheduling, leave or distribution of overtime.

Section 15. Data collected and results established by the FAA contractor during the validation process will only be reported to the FAA in aggregate form and individual employee data will remain confidential to the FAA. Those individual CPCs and Academy students who participate in the validation process will remain completely anonymous to the FAA.

Section 16. All information collected during the AT-SAT replacement validation will be used for research purposes only and will not in any way adversely affect an employee's employment or annual performance review.

Section 17. Individual performance reviews created by Front Line Managers in conjunction with this validation will be available only to the FAA contactor administering the validation and will be used only for validation purposes.

Section 18. The Parties will operate within the Agency's identified timeframes to complete the validation project.


Section 19. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.

Section 20. This Agreement shall terminate upon the expiration of the 2009 CBA between the Parties but may be reopened upon mutual consent of the Parties.

Signed this 9 day of December 2015.

For the Union:

For the Agency:


12-9-2015

Phil Barbarello Date


12/9/15

Carol McCroney Date


12/9/15

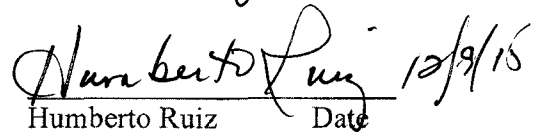
Dean Iacopelli Date


12/9/15

Mark DePlasco Date


12/9/2015

Andrew LeBovidge Date


12/9/15

Humberto Ruiz Date