

**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, AFL-CIO (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as “the Parties.” This Agreement represents the understanding of the Parties concerning the Air Traffic Services Field Realignment.

Section 1. The Parties agree that the normal point of contact at the District level shall be the appropriate General Manager for the affected facility(s) or a designee and the Union Alternate Regional Vice President or a designee.

Section 2. In accordance with Article 2 of the applicable Collective Bargaining Agreement (CBA), the Agency shall designate in writing all Agency representatives within each District.

Section 3. Other than the provisions of Section 1, there will be no change to the normal points of contact (e.g.: communication, bargaining, and collaboration) between the Agency and Union representatives in place as of the signing of this Agreement.

Section 4. In accordance with the 2013 CBA, Appendix B, the normal points of contact shall be the Union’s Representative at each ATO facility/office and/or his/her designee(s) and the respective Facility/Office Manager or his/her designee(s).

Section 5. Bargaining unit employees (BUEs) will not have their facility of record changed as a result of the Air Traffic Services Field Realignment and will continue to receive Controller Incentive Pay (CIP) and all other premiums, differentials, and allowances associated with their facility of record.

Section 6. The Agency shall notify all Staff Support Specialist and Traffic Management Unit BUEs in writing of the name, email, and phone number of their immediate (acting or permanent) supervisor no less than fourteen (14) days prior to the effective date of the Air Traffic Services Field Realignment and as soon as practicable for any change(s) in this information thereafter.

Section 7. If the deciding official is not located in the same office/facility where the grievance is filed, meetings in accordance with Article 8 and/or Article 9 may be accomplished by telephone when practical. Unless otherwise agreed to by the employee/Union, meetings involving disciplinary/adverse actions shall be conducted in person.

Section 8. If the employee's immediate supervisor is not on duty and/or in the facility, the employee may submit the grievance to any agent of management who is on duty during the employee’s shift. If requested, the agent shall sign for receipt of the grievance.

Section 9. Within each facility/office, Staff Support Specialists will continue to utilize the procedures currently in effect for the submission and approval of annual leave, credit hours, compensatory time, LWOP, and excused absence requests except as referenced in Section 10 of this Agreement, unless otherwise agreed upon by the Parties at the local level.

Section 10. Staff Support Specialists will notify their immediate supervisor of absences from duty that are unplanned or require immediate action (e.g.: hazardous geological/weather conditions, sick leave, brief tardiness of up to one (1) hour) either electronically or verbally at the election of the BUE. Employees on a sick leave restriction letter may be required to utilize an alternate method of notification.

Section 11. The assignment of duties in accordance with Article 17 of the Parties' 2016 CBA shall normally be limited to those duties assigned to BUEs based on their facility of record.

Section 12. For the purpose of Article 45 of the Parties' 2016 CBA, the Parties agree that the definition of "other facility duties" shall include duties within a BUE's District. BUEs shall not be required to travel to another facility within the District in order to perform other facility duties. When assigning other facility duties, the Agency shall give priority to those BUEs who are assigned to the facility where the duties exist.

Section 13. The Parties agree that for Staff Support Specialists covered by the Parties' 2013 CBA, for the purpose of Article 45, the definition of "facility/office" shall include duties within a BUE's assigned District. BUEs shall not be required to travel to another facility within the District in order to perform these duties. When assigning these duties, the Agency shall give priority to those BUEs who are assigned to the facility where the duties exist.

Section 14. Priority for the assignment of overtime shall be to Staff Support Specialists at the facility/office of record where the duties exist. All overtime assignments shall be made on an equitable basis among qualified Staff Support Specialists. The Agency shall provide the appropriate Union Alternate Regional Vice President with a monthly electronic report identifying the name, date, and amount of overtime worked by Staff Support Specialists in the District.

Section 15. The Parties agree that for Staff Support Specialists covered by the Parties' 2013 CBA, the determination of staffing and workload is based on the BUE's normally assigned duties.

Section 16. The Parties agree that for Staff Support Specialists covered by the Parties' 2013 CBA, determinations relating to Article 34, Sections 5 and 6, will be based on the time zone of the BUE's facility/office of record.

Section 17. Staff Support Specialists shall not be prohibited from maintaining operational currency.

Section 18. The Parties agree that for Staff Support Specialists covered by the Parties' 2013 CBA, any unsuccessful mid-year and end-of-year performance ratings and/or feedback sessions in accordance with Article 20, Sections 3 and 4, shall occur in person at the BUE's facility of record.

Section 19. The Parties agree that for Staff Support Specialists covered by the Parties' 2013 CBA, hardship requests shall be submitted to the Air Traffic Manager of his or her facility of record.

Section 20. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 21. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 24th day of September 2018.


For the Union:



Dean Iacopelli



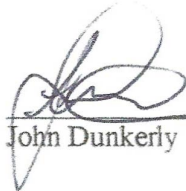
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For the Agency:



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