

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, AFL-CIO ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties." This Agreement represents the complete understanding of the Parties concerning Notice 1720.37, FAA Print Management, effective November 6, 2015 ("the Notice"), and the Managed Print Services ("MPS") program pilot.

Section 1: The scope of this Agreement applies only to the implementation of Managed Print Services ("MPS"), as outlined in Notice 1720.37, in the Southwest Regional Office ("ASW"). ASW shall serve as the Agency pilot for the implementation of the MPS program and strategies as directed by the Notice.

Section 2: Notice 1720.37 expires on November 6, 2016. The Agency shall notify NATCA at the National Level pursuant to Article 7 of the Parties' Collective Bargaining Agreements (CBAs) of any changes to FAA MPS policy.

Section 3: The Parties shall negotiate the national rollout of the MPS program and the successor document to Notice 1720.37 at the National Level in accordance with Article 7 of the Parties' CBAs. The results of these national negotiations shall also apply to ASW and will supersede this Agreement.

Section 4: Multi-Functional Devices ("MFDs") used by bargaining unit employees (BUEs) shall have the device features outlined in Notice 1720.37 and the most recent FAA Managed Print Output System User's Guide. Because these features are subject to change as new technology or updated devices are introduced to the MPS environment, the Agency shall ensure that the https://my.faa.gov/org/regional_offices/asw/employee_services/mps_pilot.html website contains the most current information including any changes to MFD features.

Section 5: As a result of MPS implementation, the following devices are exempt from removal:

- A. Printers that include specialized printers/MFDs and/or stand-alone imaging devices, used in air traffic control operations, or mission critical activities in direct support of the NAS.
- B. Computer Aided Engineering Graphics ("CAEG") plotters.

Section 6: BUEs seeking approval to retain desktop printers and/or stand-alone imaging devices, travel printer, and/or Non-CAEG plotter must submit a Waiver Application through the FAA Knowledge Services Network (KSN) Portal. BUEs shall be notified of the waiver decision no later than thirty (30) calendar days from the submission date. If a waiver decision is not made within thirty (30) days, BUEs will be notified and the Agency shall reactivate the application at the appropriate management level to restart thirty (30) day review period. BUEs shall not be responsible for resubmitting the application. BUEs may check the status of their waiver requests at any time. BUEs will also be automatically notified via e-mail when:

- A. An initial waiver request is submitted as a confirmation.
- B. Any manager concurs or non-concurs with a waiver request.
- C. The final decision on the waiver is made.

Section 7: Waiver requests shall be reviewed by the affected organization on an individual basis and granted based on the operational needs of the organization. FAA Executive Service (ES) or Senior Executive Service (SES) equivalent may approve a personal desktop waiver for operational and/or special needs of bargaining unit employees to perform their duties in a more cost effective or efficient manner than using the MPS devices. The operational needs include, but are not limited to:

- A. BUEs with a documented case number under the Reasonable Accommodation Management System ("RAMS").
- B. Travel printers/imaging devices for BUEs that require print capability at remote, unmanned, non-FAA facilities, or FAA locations without IT infrastructure.
- C. Non-CAEG plotters.

Section 8: In the event a waiver request is denied, a BUE may request a meeting with his/her supervisor/manager within seven (7) calendar days to review the reasons for the denial. If requested by the BUE, a union representative will attend the meeting. Upon request, a written explanation of the reasons relied upon to deny the waiver shall be provided to the BUE. The parties retain all rights to pursue whatever course of action that may be available to them through the collective bargaining agreement, 5 U.S.C. Chapter 71, and any other law, rule, or regulation.

Section 9 : No desktop printers and/or stand-alone imaging devices shall be removed and collected from BUEs while a waiver is pending.

Section 10. Any supplements, modifications, or amendments to this Agreement shall only be made at the National Level.

Section 11. : This Agreement shall remain in place until a successor agreement is negotiated by the Parties at the National Level.

The PARTIES:

NATCA



Michael MacDonald

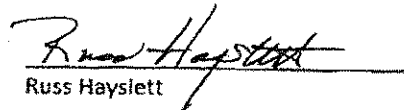


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