

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

This Memorandum of Understanding ("MOU") 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 MOU represents the complete understanding of the Parties concerning the relocation of AAQ-510 bargaining unit employees ("BUE") within the Eastern Regional Office Building from Office 111 to the third floor of the same building.

**Section 1.** Within five (5) days of the signing of this MOU, the Parties shall set a move schedule. Any modification to the move schedule shall be promptly provided to the Union. If there is any such modification, alternate move arrangements shall be coordinated with the Union.

**Section 2.** The BUEs will be responsible for packing their personal and common office files, and will be provided packing materials to do so. BUEs shall not be required to move boxes, furniture, equipment, or other office fixtures to the new location on the third floor, and shall notify Building Services when their equipment and boxes are ready to be moved.

**Section 3.** No BUE shall be required to pack and/or unpack his/her office items outside of his/her normal duty hours. BUEs will be given sufficient time during their normal working hours for packing and purging their files as necessary.

**Section 4.** Prior to the relocation, the FAA shall provide guidance on purging documents to ensure that necessary files are not purged in the interest of saving space. The FAA shall provide a manager point of contact to answer any questions related to document retention.

**Section 5.** In addition to the existing filing cabinets allotted to these BUEs on the third floor, the FAA shall provide an additional lateral filing cabinet, if necessary, in order to compensate for lost storage space.

**Section 6.** All existing PC hardware and software currently configured, as part of each BUE's workstation, shall be moved without any disruption. Any equipment-related reconnection issues identified by BUEs at the new location shall be given priority attention to resolve the disruption. Additionally, the Agency shall provide the necessary resources to allow all affected BUEs to fully back-up all data on their PC workstations on a separate network share drive beginning two (2) days prior to the relocation and extending to thirty (30) days after the relocation.

**Section 7.** The BUEs will take their current chairs to the new location. If a chair needs replacement, a new chair shall be selected by the employee from approved GSA vendors.

**Section 8.** The Union shall be given the opportunity to conduct a final inspection of the cubicle/workstation configuration after the final installation a minimum of eight (8) days before

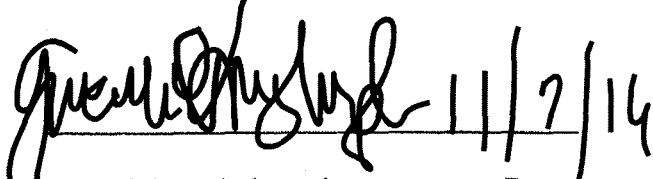
the scheduled move. Any identified deficiency shall be corrected as soon as practicable. Any deficiency discovered after the move shall also be corrected as soon as practicable.

**Section 9.** Any additional issues that arise from this move will be addressed by the signatories of this MOU.

**Section 10.** This MOU does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

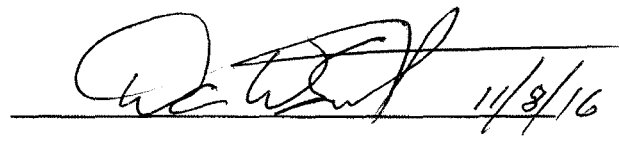
**Section 11.** This MOU shall remain in effect until sixty (60) days after completion of the move schedule as agreed to by the Parties in Section 1 above.

**For the Union:**

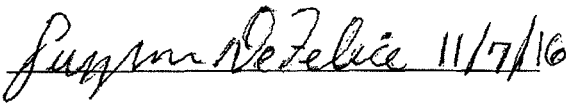
  
Gwendolyn Kimbrough  
NATCA AFN ACQ Representative

Date

**For the Agency:**

  
David Siewert  
Manager, JFK ATCT

Date

  
Suzanne DeFelice  
NATCA Labor Relations Attorney

Date