

**Memorandum of Understanding
Between
National Air Traffic Controllers Association, AFL-CIO
and
Federal Aviation Administration**

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO ("NATCA" or "the Union") and Federal Aviation Administration ("FAA" or "the Agency"), herein collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties concerning the implementation of the ARC Optimization Initiatives as described in the AFN Optimization Report (the Report), dated September 5, 2013, with respect to consolidation of FOIA, budget and HR administrative services in the Service Centers, the change in reporting structure for three of the budget positions to Headquarters, AVSED consolidation, standardized Job Analysis Tools (JATS) and the standardization of the regional office staffing, both in the number of positions required for certain functions contained in the Report as well as the titles and grades of those positions. This MOU covers employees in the 0068 bargaining unit.

Section 1. The Parties agree to work issues collaboratively during this process. This includes but is not limited to informational meetings between the Parties for the purpose of updating, and sharing information and/or concerns, and the establishment of collaborative workgroups to deal with any issues not specifically contained in this Agreement. Unless otherwise agreed that less frequent meetings would be sufficient, the Parties at the National Level will meet quarterly, to review the ARC Optimization Initiatives and discuss any necessary modifications thereto.

Section 2. The Agency will notify NATCA of the formulation of any workgroup(s) which impacts bargaining unit employees and NATCA will be entitled to designate participant(s) to serve as member(s) of the group(s). This includes any subgroups. NATCA's participation on the groups shall be governed by Article 48, Sections 3 and 5 of the Parties Collective Bargaining Agreement dated April 7, 2011 ("the CBA").

Section 3. For the purposes of this Agreement, an employee is considered to be impacted if he/she is reassigned or relocated or if the position is realigned or altered by the subtraction or addition of duties as a result of the issuance of new JATs and/or organizational changes within ARC due to the Agency's proposed ARC Optimization Initiatives outlined in the report dated September 5, 2013.

Section 4. Since all previous duties will not transition under the new Job Analysis Tool (JAT), each employee will make a list of any outstanding projects under the duties being removed. Management will be responsible for communicating to each employee what projects and duties they will be responsible for completing upon transition to the new JAT. The Agency agrees that individual employees will not receive negative performance evaluations based on any circumstances beyond their control.

Section 5. The Agency will provide a new JAT to all employees whose duties are realigned/reconfigured, in accordance with Article 17 of the Contract. Within a reasonable period of time, not to exceed sixty (60) days following the issuance of a new JAT or a change in duties, the Agency will provide performance expectations to employees.

Section 6. The Parties will jointly review all JATS developed under the ARC Optimization Initiatives described in the Report and compare them to the old JATs. Any newly required

qualifications will be articulated to the Union no later than fifteen (15) days from the signing of this agreement.

Section 7. If any employee whose position is being realigned does not possess the qualifications required by the new JAT, he/she shall receive priority consideration, as defined in Article 100 of the Parties' CBA, for the next appropriate vacancy for which he/she is qualified. An appropriate vacancy is one at the same grade level, which would normally be filled by competitive procedures, or by other placement action, including outside recruitment, in the same area of consideration. If the employee is selected for the vacancy, the priority consideration will be considered to be satisfied.

Section 8. The Agency shall supply closeout performance evaluations to any affected employee who has been working under an existing position description for at least ninety (90) days. If the employee has accepted a directed reassignment or another job within FAA, a copy of the performance summary will be forwarded to the employee's new supervisor for use in developing the employee's performance summary at the end of the performance cycle.

Section 9. Thirty (30) days after receiving a new performance plan, as the result of a change in positions or JAT, the employee or the supervisor may initiate a check-in meeting to assess the employee's performance, identify training needs that will include but is not limited to the use of any new tools or programs, and to ensure the performance expectations align with the employee's job description.

Section 10. In the event that any such issues regarding new assignments cannot be resolved, the Parties will utilize the informal problem solving process contained in the CBA prior to resorting to other statutorily available recourses.

Section 11. The Agency agrees that for impacted employees, all existing approvals of telework, alternate work schedule, and leave will remain effective until such time as reviewed and/or approved by the new (or continuing) manager, in accordance with the CBA between the Parties.

Section 12. Should it be determined that there are still employees subject to administrative reassignments as a result of the Report, the Agency agrees to set qualifications and solicit volunteers. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees. Employees who relocate offices shall be entitled to new office/cubicle on the basis of seniority. The determination of the procedures to be used shall be negotiated at the local level.

Section 12. The Agency will accomplish necessary reductions in staffing through attrition and other voluntary initiatives before making directed reassignments involving geographic relocation of employees.

Section 13. In the event the Agency determines geographical reassignment of employees to be unavoidable, the impacted employee(s) shall be given, at a minimum, six (6) months advance notice of the reassignment date. An employee meeting the criteria for a PCS as established by the CBA, may elect a full PCS or a fixed relocation payment in the amount of \$27,000.00.

Section 14. Should directed reassignments become necessary, the Agency will notify the Union of the specific employee(s) involved at the same time the employee is notified in accordance with the CBA. Notwithstanding the reassignment date depicted in the notice, within 14 days of such notification the Parties will meet to discuss actual relocation dates taking into consideration

Agency workload needs and individual family concerns.

Section 15. The positions listed on the attached Appendix will be posted for bid, with bidding restricted to ARC regional employees. If there is no qualified bidder, the position may be filled from any available resource. Should a vacancy occur because an employee previously mapped into a position vacates that position, the position being vacated shall be bid utilizing the same parameters, i.e., within the region and restricted to ARC regional employees. These restricted bidding procedures end once all positions have been filled.

In ANM, the procedures found in Article 46 Section 7 will be used to fill the Resource/Finance Lead Analyst J band positions from between the two remaining unmapped individuals. The Parties agree that the employee not placed in the Lead position will remain a J-band and retain their current JAT. The non-lead financial position shall be posted as an I-band with the new I-band JAT, once this J-band employee vacates the position.

Section 16. After all positions within the organizational end state have been filled, employees who have not been placed may request temporary changes in shifts for the purpose of seeking other employment or participating in career development activities. Such activities include but are not limited to interviews, job fairs, seminars, and training classes. Any such request shall be approved unless precluded by operational conditions.

Section 17. Annual leave shall continue to be requested and approved in accordance with applicable policies, practices, and negotiated agreements. If workload and/or staffing shortages create a situation resulting in the loss of employees' ability to use all of their "use or lose" annual leave, this will constitute an exigency of the public business and be the basis for management's approval of employee requests for the restoration of leave.

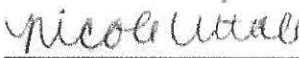
Section 18. If an employee declines a directed reassignment, he/she shall be entitled to all the provisions of the CBA Article 86, Career Transition.

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 remain in effect until all activities described herein have been completed unless otherwise agreed to by the Parties.

For the Union:

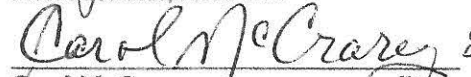
 8/19/14
Barry Krasner, NATCA Date
Executive Director


 8/19/14
Nicole Vitale Date
Labor Relations Attorney


Mike MacDonald Date
NATCA Region X RVP

For the Agency:

 8/21/2014
Ray Towles, Deputy Assistant Date
Administrator, ARC-001

 8/21/14
Carol McCrary Date
Labor Relations Specialist

 8/18/14
Aaron Sawyer Date
Labor Relations Specialist

Appendix

JAT # Position Title

AAL

- (9) Administrative Officer H band
- (7) Program Analyst/Emergency Planner J band

AWP

- (8) Program Analyst I band
- (8) Program Analyst I band

ASO

- (9) Administrative Officer H band
- (14) Financial Analyst I band
- (15) Program Analyst Staffing I band
- (8) Program Analyst I band
- (8) Program Analyst I band
- (11) Administrative Specialist G band

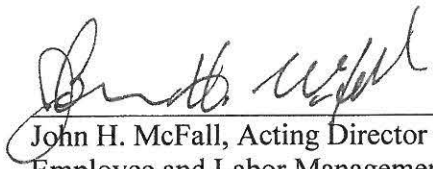
ANE

- (9) Administrative Officer H band
- (8) Program Analyst I band

ANM

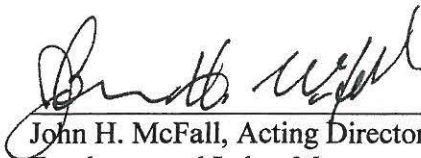
- (9) Administrative Officer H band
- (10) Administrative Specialist (RA Staff) G band

Agency Head Review

 8/25/14

John H. McFall, Acting Director Date
Employee and Labor Management Relations
Federal Aviation Administration

Agency Head Review

 8/25/14

John H. McFall, Acting Director Date
Employee and Labor Management Relations
Federal Aviation Administration

