

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

This Agreement 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 Memorandum of Understanding (MOU) represents the complete understanding of the Parties concerning the establishment of AIR-300, the Organizational Performance Division.

Section 1. The Agency recognizes that the employees listed in the attached Appendix A are impacted by the AIR-300 organizational change, and are covered by the April 7, 2011 NATCA Multi-Unit Agreement (“CBA”).

Section 2. In accordance with Article 17 of the NATCA Multi-Unit Agreement, the Agency agrees to meet with the Union or its Representative, to discuss any change to any NATCA Bargaining Unit Employee’s (BUE’s) job category and career level descriptor from what it was historically. NATCA BUEs will maintain their job series, job category, career level descriptor, pay band, job duties, and bargaining unit status (0145) after the transition into AIR-300.

Section 3. Each impacted NATCA BUE’s supervisor of record is responsible for ensuring the smooth transition of the employee’s previous projects and duties within the organization. As such, the Agency agrees that individual NATCA BUEs will be evaluated in accordance with the CBA and will not receive negative performance evaluations based on any circumstances beyond their control. NATCA BUEs will complete their current projects under the oversight of their new supervisor. Future projects will be assigned by the employee’s new supervisor. The Agency agrees to provide the Union with the final organizational chart/list showing each NATCA BUE’s management chain.

Section 4. The Agency agrees to provide the Union with a complete current organizational chart/list showing each NATCA BUE’s position of record within fifteen (15) days of the signing this Agreement. This list shall include those employees in AIR who occupy the positions of record that are needed to staff AIR-300. Within this same timeframe the Agency will also provide a listing of specific duties and responsibilities of each AIR-300 position.

Section 5. The Parties agree that the new AIR-300 organization is recognized as a Directorate level defined by Appendix B, Section 4, second bullet, of the CBA. The Union shall designate a Directorate Representative and representatives at the local level for each AIR-300 Branch for the NATCA BUEs covered by this Agreement, to serve as the normal point of contact to deal with issues between the Parties. Official time shall be granted in accordance with the CBA.

Section 6. The Agency agrees that for impacted employees, all existing approvals of telework, alternative work schedule, and leave will remain effective until such time as they can be reviewed by the new (or continuing) manager, in accordance with the CBA.

Section 7. 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 a NATCA BTE's ability to use all of his or her "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 8. The Agency agrees that no NATCA BTEs will be relocated due to this realignment.

Section 9. After the signing of this agreement, any AIR-300 realignment, vacancy, staffing issue, promotion and assignment impacting a NATCA BTE will follow the CBA.

Section 10. The Parties agree that any new BTEs that are hired into the new AIR-300 organization to replace any of the current NATCA AIR-300 BTEs will also be part of the NATCA AIR bargaining unit, unless and until a clarification of unit petition is filed and resolved.

Section 11. Between one-hundred twenty (120) and one-hundred eighty (180) days after implementation of the realignment, the Parties will form an Article 48 workgroup to monitor and measure the implementation of this organizational change and recommend any necessary improvements to the realignment. This workgroup will sunset after 6 months. The Parties will select their representatives in equal numbers for this workgroup. The Parties encourage employees to provide feedback at any time to a management official or union representative.

Section 12. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

Section 13. This Agreement shall remain in effect for the duration of the April 7, 2011 NATCA Multi-Unit Agreement between the Parties.

National Air Traffic Controllers Association, AFL-CIO

Federal Aviation Administration

Joe Kelly
NATCA-AIR National Rep.
Date 9/14/2016

David Hempe
Deputy Director
Aircraft Certification Service
Date 9/12/16

Deborah D'Amico
HR Specialist
Date 9/13/2016

AHL-300

APPENDIX A
List of NATCA Positions Impacted by the AIR-300 Organizational Change

<u>NAME & POSITION</u>	<u>CURRENT ORG</u>	<u>PD NO</u>	<u>CAN</u>	<u>BUS</u>	<u>NEW ORG</u>
CARLI, SANDRA L QMS Process Management / Program Manager	NM109	HACQMS-	0027952	0145	AIR-330
REISING, LAURENCE A Operations Research Analyst	NM109	HAC158-	0027952	0145	AIR-340
WRIGHT, JAMES M Operations Research Analyst (Organizational Research Data Analyst)	NM109	NMAC7XH	0027952	0145	AIR-340
ZÜRCHER, ELIZABETH C Internal Compliance Oversight Program Manager	NM109	HAC0142	0027952	0145	AIR-330
DEZERN, CRAIG D Detail Operations Research Analyst	NM109		0027952	0145	AIR-340