

**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 Building Services Optimization Initiative, described in the Building Services Optimization Team Strategy Plan revised on November 18, 2014.

Section 1. The employees named in Appendix A will be considered to be impacted for the purposes of this Agreement.

Section 2. If the Agency cannot accomplish the necessary reductions in staffing through attrition and/or voluntary initiatives, the provisions of Article 86 of the Parties Collective Bargaining Agreement and Agency policy will apply.

- Provide employees with training opportunities that will assist them with obtaining another position.
- Allow duty time for the purposes of seeking other employment or participating in career development activities, including but not limited to interviews, job fairs, seminars, and training classes;
- Assist employees in conducting a job search at other federal agencies in the same geographic area.

After all of the above have been exhausted, but no sooner than December 31, 2018, the Agency may consider giving directed reassignments outside the commuting area. Should an employee decline a position within the commuting area, the Agency may use directed reassignment to reassign the employee to a position outside the commuting area.

Section 3. Where there are two or more qualified employees in the same band as a vacant position, placement shall be by seniority. Should a vacancy occur because an employee previously placed into a position by seniority vacates that position, the position being vacated shall be filled via seniority from among those meeting the qualifications for the position within the same band as the vacated position. These procedures remain in place until there are no remaining impacted employees in a specific region at the band level of positions available within the new organizational structure of ARC Building Services. Where automatic consideration is feasible, the Agency will utilize it.

Section 4. Collins in AAL and Flowers in ASO will be mapped to the Building Services Team Lead positions but shall remain in the bargaining unit and shall not be issued a modified JAT.

Section 5. Each impacted employee’s supervisor of record is responsible for ensuring the smooth

transition of the employee's previous projects and duties within the organization, in addition to assigning new duties. As such, the Agency agrees that individual employees will be evaluated in accordance with the CBA and will not receive negative performance evaluations based on any circumstances beyond their control.

Section 6. 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 the new JAT, the Agency will provide performance expectations to all impacted employees.


Section 7. The Agency agrees that for impacted employees, all existing approvals of telework, alternative 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.

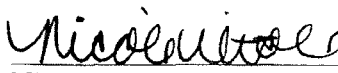
Section 8. Annual leave shall continue to be requested and approved in accordance with applicable policies, practices, and negotiated agreements. If workload and/or staffing shortages create a situation resulting in the loss of employees' ability to use all of their "use or lose" annual leave, this will constitute an exigency of the public business and be the basis for management's approval of employee requests for the restoration of leave.

Section 9. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either Party.

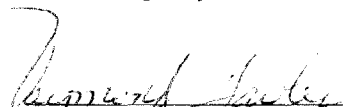
Section 10. This Agreement shall remain in effect until all activities described herein have been completed unless otherwise agreed to by the Parties.

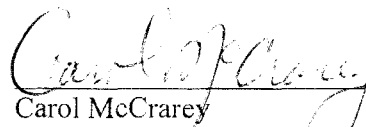
For the Union:

 8-18-15
Mike MacDonald, Date
NATCA Region X RVP

 8-18-15
Nicole Vitale Date
Labor Relations Attorney

For the Agency:

 8/20/15
Raymond Towles, Date
Administrator, ARC-001

 8/20/15
Carol McCrerey Date
Labor Relations Specialist

APPENDIX A

AAL:

Alverado
Canady
Collins
Fleming
Hensley

ANM:

Burton
Johnson
Knobel
Smith
Urbauer

AWP:

Donahue, M.
Foster
Grace
Lewis
Seggie
Williams
Wilson

AGL:

Lechowicz

ACE:

Eastland
Valleau

ASW:

Hodges
Jackson
Mercado

ANE:

Servello
Reed

ASO:

Barnett
Flowers
Jervey
Miller
Seritt