

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

This Agreement is made by and between the National Air Traffic Controllers Association, AFL- CIO (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as “the Parties.” This Agreement constitutes the Collaborative Process referenced in Article 61, Section 3 of the NATCA June 2, 2013, Consolidated CBA as extended by the Parties on April 18, 2017.

- Section 1.** The Parties agree that in order to lay the foundation for the aerospace system of the future and to make a difference for our stakeholders, while addressing the challenges that a changing industry presents, we must harness the collective strength of our employees. To that end, the Parties agree to work collaboratively to modernize and improve the National Airspace System (NAS), and to enhance the work life and productivity of employees.
- Section 2.** For the purpose of this Agreement, collaboration means both Parties taking responsibility to engage in meaningful dialogue with their counterpart(s). This includes making a genuine effort to ensure that both Parties’ interests have been identified and as many as possible have been addressed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the Agency. Collaboration shall be not construed as a waiver of any Union or Agency right.
- Section 3.** The Parties agree that it is mutually beneficial for the Union to be involved in workgroups established at the local, regional, or national level to collaborate with the Agency to accomplish the objectives identified in Section 1. Further, it is in the best interest of the Parties to resolve or minimize any issues so as to ultimately provide for more timely resolution.
- Section 4.** When either Party at the local, regional, or national level, identifies a need for a workgroup(s) to accomplish the objectives identified in Section 1, they shall promptly notify the other Party as to their desire to establish a workgroup(s).
- Section 5.** When the Parties agree to establish a workgroup(s), they will collaborate on the scope of the workgroup, which shall be defined in writing and communicated to each member prior to the

commencement of business. At a minimum, scoping documents will include the number of workgroup participants, designation of co-leads, and the extent to which the workgroup is empowered to make decisions or recommendations. Separate scoping documents may be developed by the workgroup co-leads to establish and empower subgroups, when appropriate.

Section 6. Workgroups will include bargaining unit employees designated by the Union, in consultation with the Agency. Employees shall be in a duty status for all workgroup activities and shall be afforded sufficient duty time to travel for meetings and related activities. Union designated workgroup members and/or representatives will be provided access to the same information as any other workgroup member.

Section 7. Workgroups established by this Agreement will make decisions or recommendations by consensus. For the purpose of this Agreement, consensus is defined as the voluntary agreement of all representatives of the workgroup for a particular outcome. If the workgroup is unable to reach consensus, the co-leads are authorized to reach agreement. Agreements reached by the workgroup(s) shall be reduced to writing and shall be binding on both Parties, provided they are within the defined scope. If the co-leads are unable to reach an agreement, either Party may pursue whatever course of action is available in accordance with Article 7 of this Agreement, the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

Section 8. When either Party identifies a need for a national representative(s), they shall promptly notify the other Party. When the Parties at the national level agree that there is a need for a national representative(s) to accomplish the objectives identified in Section 1, the Union shall designate the representative(s), in consultation with the Agency. Employees serving as national representatives shall be in a duty status unless otherwise agreed to by the Parties.

Section 9. When a national representative is established, the Parties will collaboratively identify, at a minimum, the following: the specific duties to be performed; location of the position; the duty time necessary to meet the responsibilities; and the anticipated duration of the assignment. If the Agency has determined that Extended Temporary Duty Travel Tax Reimbursement Allowance (ETTRA) will not be offered, employee temporary duty travel shall be for periods of less than one (1) year. These agreements shall be reduced to writing for each national representative position established.

Section 10. This Agreement will remain in full force and effect for the duration of the Parties' CBAs unless modified by mutual agreement of the Parties.

Signed this 10th day of March 2020

For NATCA:



Dean Iacopelli




Nicole Vitale

For the FAA:



Shelly Mlakar



Michael Doss