

**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 (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as the “the Parties.” This Agreement represents the full and complete understanding of the Parties regarding Human Resource Policy Manual (HRPM) Policy Bulletin (PB) #132, COVID-19 Testing Program, dated September 1, 2022.

Section 1. The Agency shall provide COVID-19 rapid antigen tests for bargaining unit employees (BUEs) identified as a close contact of a confirmed COVID-19 positive and have no COVID-19 related symptoms.

Section 2. The BUEs referenced in Section 1 shall take the antigen test no earlier than day six (6) after exposure, or on their first day back after their RDO(s), if their return is within ten (10) days after exposure. For the purposes of calculating day six (6), day zero (0) is the day of their last exposure to someone with COVID-19 and day one (1) is the first full day after their last exposure. Testing is not required if the employee had recovered from COVID-19 in the preceding thirty (30) days.

Section 3. All BUEs subject to testing under this Agreement shall be afforded duty time and a private space to complete their COVID-19 tests.

BUEs who telework, if possible, will test at home, and will do so on duty time on a scheduled telework work day.

Section 4. BUEs required to test, and who test positive, shall be placed on excused absence for the remainder of that shift if otherwise in a duty status.

Section 5. Positive tests shall be handled in accordance with PB #126, Returning to the Workplace After Identifying a Case of COVID-19 and Close Contacts, and the Parties’ November 8, 2022, MOU regarding PB #126.

Section 6. Prior to the implementation of testing and within ten (10) calendar days of the signing of this Agreement, the Parties at the local level shall jointly determine the appropriate location to be designated as a testing space.

Section 7. The Agency shall appropriately safeguard all BUE medical information and ensure that frontline manager access to COVID-19 testing results will be limited solely to whether a BUE has tested positive for COVID-19. BUE test results will not be retained via hard or electronic copy by the BUE’s frontline manager. No other BUE medical information will be accessible or be shared with others.

Section 8. Issues arising from a BUE's non-compliance with the mask requirements in Paragraph 5 of PB #126 will be addressed using Article 8 and/or Article 52, as applicable, of the NATCA/FAA CBAs prior to initiating other compliance measures.

Section 9. Either Party may request to reopen this Agreement to address changes in the Safer Federal Workforce Task Force or Centers for Disease Control guidance.

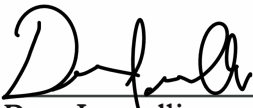
Section 10. This Agreement shall remain in full force and effect for the duration of the applicable CBA.

Section 11. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 8th day of November 2022:

For the Union:

For the Agency:



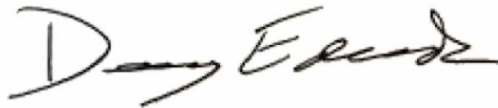
Dean Iacopelli
Chief of Staff



Peter J. Basso III
Incident Management Team Lead



Nicole Vitale
Director of Labor Relations



Douglas Edwards
Human Resources Specialist, AHL-300