

**MEMORANDUM OF UNDERSTANDING**  
**A80/MIA/ZOA Priority Release**

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 Agreement represents the complete understanding of the Parties at the national level concerning the establishment of a priority release policy for employees transferring to Atlanta TRACON ("A80"), Miami ATCT ("MIA"), and Oakland Air Traffic Control Center ("ZOA").

**Section 1.** Employees not currently assigned to A80/C90/MIA/N90/PHL/ZOA who have been selected for transfer to an ATCS bargaining unit position at A80, MIA, or ZOA shall be given priority release dates. Release dates shall be within three (3) months of selection, or, at the election of the employee, no later than twelve (12) months. However, unless staffing and workload permit, no more than one (1) employee per facility in each six (6) month period will be released to these facilities in accordance with the terms of this Agreement.

Release dates for multiple employees from the same facility will be determined on a first come, first serve basis. In the event more than one (1) employee is selected for transfer from the same facility on the same date, release dates in accordance with this Agreement shall be determined in order of seniority.

**Section 2.** The provisions of this Agreement apply to employees selected for transfer to A80, MIA, or ZOA within the six (6) months preceding the date of execution.

**Section 3.** Agency initiated release dates beyond three (3) months from selection due to concerns at the losing facility and employee requests beyond six (6) months from selection require approval of the Vice President of Air Traffic Services (VP-ATS). Requests for release dates of longer than three (3) and twelve (12) months respectively must be supported with written justification.

**Section 4.** In the event the Parties at A80, MIA, or ZOA collaboratively request a delay in receiving transfers due to concerns with providing appropriate training, the signatories to this Agreement shall meet to address the concerns which may result in a delay in release dates for employees selected for transfer, or an identified period for the suspension of the priority release provision for the requesting facility.

**Section 5.** Employees who transfer under the provisions of this Agreement and do not achieve full certification, other than those that have an approved hardship with an available vacancy, will be transferred back to their prior facility and will not be processed in accordance with the EMP 1.14a.

**Section 6.** No local agreement, release policy, nor other decisions may conflict with this Agreement.

**Section 7.** Priority release dates for employees transferring to A80, MIA, or ZOA shall not adversely affect the release date for employees that have been established prior to the signing of this Agreement.

**Section 8.** The facility specific priority release provision for A80, MIA, or ZOA shall terminate when the monthly Priority Placement Pool presents a facility specific “Projected % to Target (Calculation)” that is equal to, or greater than, the national average.


**Section 9.** This Agreement shall remain in full force and effect for the duration of the Parties’ collective bargaining agreements, unless modified by mutual agreement of the Parties.

Signed this 27th day of November 2023.

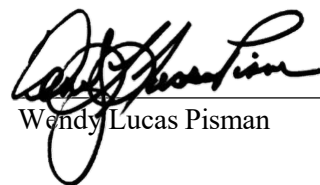
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