

**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 "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 Notice JO 7210.XXX, JO 7210.634 Chapter 6 Replacement, Technical Operations Quality Control (QC) Program Changes to Include New Appendices B, C, and D.

Section 1. If the Agency conducts a performance discussion related to a QC Service Review (SSR (System Service Review) or SYSIR (Systemic Issue Review)) the following provisions apply:

- a. Involved employee(s) shall be notified as soon as possible that a review was conducted.
- b. The Agency shall offer, and afford, sufficient duty time to complete an ATSAP-X report. The time to file an ATSAP-X should occur as soon as operationally possible, but need not occur during the same duty day. Normal ATSAP-X timelines apply to these submissions; timeliness will be based on the actual allocation of duty time. Employees that have already filed an ATSAP-X report but request to add additional information to their report shall be provided time under this section.
- c. Employees shall be permitted to review the performance documentation and recorded data, if such data exists, concerning the occurrence prior to submitting an ATSAP-X report.

Section 2. When the Agency determines that they will conduct a QC Service Review involving NATCA bargaining unit employees (BUEs), the Union representative at the appropriate level, or their designee, shall be afforded the opportunity to participate in these proceedings. QC Service Reviews will be conducted in a collaborative manner and any findings of the reviews will, when practicable, be jointly developed.

Section 3. The Union representative at the appropriate level, or their designee, will be afforded the opportunity to be present for any interview of an employee conducted by the Agency as part of any QC Service Review, including interviews conducted by telephone.

If the employee declines to be interviewed by telephone, the Agency can reschedule to allow the employee to participate in person, conduct the QC Service Review without the interviewing the employee, or cover the cost of travel for the employee to participate in-person. If the Union representative at the appropriate level declines to participate by telephone, the Agency will make a reasonable attempt to reschedule to allow the representative to participate in person. However,

if the interview cannot be rescheduled, the Union will provide an alternative representative to participate.

The employee and their Union representative shall be permitted to review all available information prior to the interview. Employees shall be on duty time and the Union representative shall be granted official time to participate in these proceedings.

The Agency shall provide the Union representative at the appropriate level, or his/her designee, with the names of all employees to be interviewed. The Agency shall collaborate with the Union representative at the appropriate level, or their designee, to establish an interview schedule. The Agency has determined that no changes to an employee's schedule may occur without the consent of the employee.

Section 4. Once the QC Service Review has been scheduled in accordance with this Agreement, the Agency shall email notification to the Union, including, at a minimum, the date, time, location, brief summary of events regarding the review, and names of BUEs to be interviewed, at the following address: TOQCSERVICE@natca.net.

Section 5. Information derived from a QC Service Review will only be used to identify systemic or organizational safety issues. This information may not be attributed to or identify an individual employee.

Section 6. The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees. Except as required by law, the Agency shall ensure that all data collected is sanitized of all personally identifiable information prior to release outside the FAA.

Section 7. Upon request, the Union at the appropriate level shall be given an entire copy of any report generated during a Quality Control initiative.

Section 8. With the exception of individual employee performance data, Union representatives shall be provided an access level for QC Service Review data in CEDAR equal to that of their Agency counterpart(s).

Section 9. Corrective Action Requests (CAR) will only be initiated at the national level. The Agency will work with the Union in a pre-decisional, collaborative manner in developing a response to a CAR. Any associated Corrective Action Plans (CAP) will only be initiated by the Agency at the national or service area level when safety concerns are identified, and corrective action is required at a facility, or in response to a national CAR.

Section 10. National CAR/CAP Process: The Agency will collaborate with the Chairperson of the NATCA National Safety Committee, or designee if the Chairperson is not available, in the identification of CARs and the development and implementation of CAPs, as well as the review of the effectiveness of implemented mitigations prior to the closure of a National CAR and/or CAP.

Section 11. Non-ATSAP-X CAP Process: The Agency will collaborate with the Union representative at the appropriate level, or his/her designee, in the development and implementation of CAPs involving the work of bargaining unit employees, as well as the review of the effectiveness of mitigations prior to the closure of a CAP.

Section 12. The Agency will collaborate with the Union at the appropriate level if there is a need to amend a CAP.

Section 13. If the Parties cannot achieve consensus during any phase of the CAR/CAP process, either Party may pursue whatever course of action is available to them by collective bargaining agreement, the Federal Service Labor/Management Relations Statute, and all applicable laws, rules, and regulations.

Section 14. The Union may designate a Technical Operations (TO) QC Representative. The Union's TO QC Representative shall work in collaboration with the Agency on the implementation of JO 7210.634 Chapter 6.

The Western Service Area/Center Prototype does not apply to NATCABUEs. Prior to implementation of the Western Service Area/Center Prototype for NATCA BUEs, the Agency agrees to comply with the provisions of Article 7 of the Collective Bargaining Agreement (CBA).

Section 15. The TO QC Representative will be based at their facility of record unless otherwise agreed to by the Parties at the national level.

Section 16. The TO QC Representative will be provided duty time to participate in QC activities. These activities include a weekly hour-long telcon, and a quarterly QC meeting of one week. Other activities will be scheduled with sufficient advance notice to ensure the release of the representative to participate. The Agency agrees to not hold any meetings and/or telcons related to the implementation of JO 7210.634 Chapter 6 unless the TO QC Representative has been afforded the opportunity to participate on duty time.

Section 17. The Agency will pay for travel related expenses for the TO QC Representative to attend meetings and related activities in accordance with the CBA and the FAA Travel Policy (FAATP).

Section 18. The TO QC Representative shall be in a duty status for all activities and shall be afforded sufficient duty time to travel for meetings and related activities.

Section 19. The TO QC Representative will be provided access to the same information as their Agency counterpart and all other stakeholders.

Section 20. Nothing in this Agreement shall be construed as a waiver of any right guaranteed to the Union under law, rule, regulation, or CBA.

Section 21. This agreement shall remain in effect for the duration of the Parties' CBA unless otherwise agreed upon.

Signed this 9th day of August 2018

For NATCA:



8-9-18

Dean Iacopelli
Eastern Regional Vice President

Date



8-9-18

Mike MacDonald
Region X Regional Vice President

Date



8-9-18

Steve Hansen
National Safety Representative

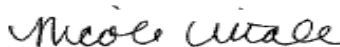
Date



8-9-18

Ryan Smith
Director of Labor Relations

Date



8-9-18

Nicole Vitale
Assistant Director of Labor Relations

Date

For the FAA:

CAROL E
MCCRAREY

Digitally signed by CAROL E
MCCRAREY
Date: 2018.07.26 16:17:00
-04'00'

Carol McCrarey
AHL-300

Date

MATTHEW C
MACNAMARA

Digitally signed by MATTHEW C
MACNAMARA
Date: 2018.07.27 11:22:23 -04'00'

Matt MacNamara
AJW-1

Date

SHAYNE ADONIS
CAMPBELL

Digitally signed by SHAYNE
ADONIS CAMPBELL
Date: 2018.08.07 10:39:38
-04'00'

Shayne Campbell
AJI-15

Date

SCOTT R LEETY

Digitally signed by SCOTT R LEETY
Date: 2018.08.07 07:55:55 -07'00'

Scott Leety
AJV-W12

Date

DANIEL J SHERREN

Digitally signed by DANIEL J
SHERREN
Date: 2018.07.27 11:40:11 -04'00'

Dan Sherren
AJG-L12

Date