

**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 represents the understanding of the Parties concerning the Air Traffic Services Field Structure Evolution.

The Parties agree to sunset the ATS Field Realignment agreement dated September 24, 2018 based on the Agency’s decision to return to the organizational structure that existed prior to October 1, 2018 as it relates to Staff Support Specialists (SSS) and Traffic Management Unit (TMU) bargaining unit employees (BUEs).

Section 1. The Parties agree that the normal point of contact at the District level shall be the appropriate General Manager for the affected facility(s) or a designee and the Union Alternate Regional Vice President or a designee.

Section 2. The Agency has determined that the immediate supervisor for SSS and TMU BUEs will be located at the BUE’s facility of record. The Agency agrees to notify the Union at the National level if there are any future changes that result in SSS or TMU BUEs being assigned to an offsite manager.

Section 3. The Agency shall notify all SSS and TMU BUEs in writing of the name, email, and phone number of their immediate (acting or permanent) and second level (acting or permanent) supervisor prior to the effective date of the Air Traffic Services Field Structure Evolution.

Section 4. Within each facility/office, SSS BUEs will continue to utilize the procedures currently in effect for the submission and approval of annual leave, credit hours, compensatory time, LWOP, and excused absence, unless otherwise agreed upon by the Parties at the local level.

Section 5. The assignment of duties in accordance with Article 17 of the Parties’ 2016 CBA shall normally be limited to those duties assigned to BUEs based on their facility of record.

Section 6. Priority for the assignment of overtime shall be to SSS BUEs at the facility/office of record where the duties exist. All overtime assignments shall be made on an equitable basis among qualified Staff Support Specialists.

Section 7. The provisions of this Section apply to Article 45 for BUEs covered by the Parties' 2016 CBA and Article 45 for SSS BUEs covered by the Parties' 2013 CBA:

If duties in the employee's facility are not available, the Agency may offer assignment of work at other air traffic facilities within the employee's district for which he/she is otherwise qualified based on needed work. Employees will not be required to travel to perform such work. When assigning other facility duties, the Agency shall give priority to those BUEs who are assigned to the facility where the duties exist.

Section 8. SSS BUEs shall not be prohibited from maintaining operational currency.

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

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

Signed this 11th day of February 2020.

For the Union:

For the Agency:



Dean Iacopelli



Shelly Mlakar
Air Traffic Organization



Nicole Vitale



Wendy Pisman
Office of Labor Relations



Jamaal Haltom



Nick Daniels