

Temporary NRP SOP Modifications for the May 21, 2025 NCEPT Panel

Section 12. The following National Release Policy applies to all bargaining unit employees that are leaving their existing position of record and moving to another ATO position of record within or outside the bargaining unit.

- A. The National Release Policy will be based on the percentage of CPCs currently and expected to be on board during the twelve (12) calendar months following the selection. To release, a facility must have a CPC to Target percentage greater than or equal to 80% and an Expected to Target greater than or equal to 85% 12 months later.
- B. The release date will be no later than the first month the percentage of CPCs to target is expected to be greater than or equal to 85% and remain greater than or equal to 85% for all subsequent months in that twelve (12) month calendar. No NCEPT release dates will be sooner than three (3) months from selection.
- C. At the election of the employee, release dates may be extended no later than two (2) pay periods beyond the original release date identified by NCEPT at selection.
- D. Extension requests beyond the timeframes identified above, but within three (3) months of the NCEPT release date, will require the approval of the office of the NCEPT AJT Management Official. Decisions of the NCEPT AJT Management Official are not subject to review, however, the NCEPT AJT Management Official will notify the Union at the National Level in advance of issuing the decision to the affected facility and/or employee.
- E. Extensions beyond the timeframes identified above or other deviations from the National Release Policy for facilities that fall within the criteria of paragraph B require approval of the office of the Vice President of Air Traffic Services (VP-ATS). Decisions of the VP-ATS office are not subject to review, however, the office of the VP-ATS will notify the Union at the National Level in advance of issuing the decision to the affected facility and/or employee.
- F. Extensions beyond the timeframes identified above or other deviations from the National Release Policy for facilities that do not meet the criteria in paragraphs A and B require approval of the Office of the Chief Operating Officer (COO) of the Air Traffic Organization (ATO). Decisions of the COO office are not subject to review, however, the COO office will notify the Union at the National Level in advance of issuing the decision to the affected facility and/or employee.

- G. The National Release Policy supersedes all facility-level release policies. Facility release policies are not authorized pursuant to this Agreement.
- H. The C90/N90 Return Rights and Priority Release MOU dated March 15, 2016, Article 124 Priority Placement, transfers under Article 99 of the 2016 CBA are not subject to the provisions of the National Release Policy.
- I. Temporary FLM promotions within a facility will be handled in accordance with the National Centralized ERR Placement Process SOP dated May 25, 2019. The National Release Policy shall apply to employees while serving on a temporary FLM promotion within a facility.
- J. Temporary assignments to other bargaining unit positions within the facility exceeding one-hundred and eighty (180) days, consecutively or nonconsecutively, within any twelve (12) month period are subject to the National Release Policy. The National Release Policy shall apply to employees while serving on a temporary assignment within a facility.
- K. With the exception of paragraph F, all other release dates for employees within the same losing facility will be assigned in order of selection. In the event more than one (1) employee is selected for the same facility, release dates shall be determined in order of receipt of the ERR/Merit Promotion Program (MPP) package at the servicing HR office. Any deviations from this provision will be handled in accordance with paragraphs D, E and F of this Agreement, as appropriate.
- L. An employee from a facility that does not meet the criteria established in paragraph A of this Section, but selected in accordance with the MPP process will be issued a release date utilizing provisions of paragraph B.
- M. In the event a facility's expected CPC to target reaches and remains above 85% prior to the current release date, the employee will be afforded the opportunity to have their existing release date adjusted to comply with the new release window.

Section 2. Article 60, Section 2 of the 2016 CBA shall be replaced as follows:

Section 2. Eligible employees shall be given priority consideration within the same bargaining unit for any ingrade/downgrade bargaining unit vacancy at any of those facilities for which he/she is qualified. Release dates are subject to the provisions of the National Release Policy as defined in Article 42 of this Agreement. Employees will be afforded the opportunity to utilize their priority

consideration status when their facility meets the criteria established in Article 42 Section 12 of this Agreement.

Section 3. A collaborative national team, the NCEPT, is established to conduct the ERR placement process in accordance with the NCEPT SOP. The Union may designate up to (2) representatives to the NCEPT. The NCEPT will meet at least once per quarter, or more frequently as determined by the NCEPT, to conduct the ERR placement process.

The Agency will provide the NATCA representatives to the NCEPT with all information and data necessary to participate in NCEPT meetings.

Section 4. The Parties agree that all ERRs submitted pursuant to Article 42 of the Parties' 2016 CBA will be processed in accordance with the NCEPT and associated National Centralized ERR Placement Process SOP dated May 25, 2019. The CPC Staffing targets, adopted by the Agency and located within the Controller Workforce Plan (CWP) will be used will be used as a basis to guide Agency placement decisions, but do not guarantee ERR placement/selection.

Section 5. Facility certified CPC's shall be considered for placement prior to other employees during the ERR placement process. Employees in training that have never achieved CPC status will be considered on a case-by-case basis.

Section 6. The Parties at the National Level agree to review the effectiveness of this Agreement quarterly. Based upon this review, the Parties agree to meet and jointly make modifications as necessary to ensure the goals of this Agreement continue to be met. The Parties shall utilize a mutually agreed upon mediator to assist in resolving any disputes regarding modifications sought by either party. At the conclusion of mediation, if the Parties remain unable to reach agreement on necessary modifications, either Party may cancel this agreement by providing the other party thirty (30) days advance notice. In the event this Agreement is cancelled, the provisions of the 2016 CBA amended by this agreement shall return to the language as existed on July 24, 2016.