

**Memorandum of Understanding Between
National Air Traffic Controllers Association and
Federal Aviation Administration**

This Agreement is entered into by and between the National Air Traffic Controllers Association, AFL-CIO (“NATCA” or “the Union”) and Federal Aviation Administration (“FAA” or “the Agency”), herein collectively referred to as “the Parties.” This Agreement represents the complete understanding of the Parties concerning the implementation of the Trusted Workforce 2.0 – Records of Arrests and Prosecutions Background Check (“RAP Back”) Enrollment.

Section 1. The Parties agree that all fingerprinting activities will occur on duty time as close to the bargaining unit employee’s (BUE’s) duty location as possible.

Section 2. The Parties agree that fingerprinting will occur at the BUE’s duty location using local PIV Trusted Agents whenever possible.

Section 3. BUEs who do not have access to fingerprinting at their duty location and do not have access to an FAA Fingerprint Center in their local commuting area may use fingerprinting services at local police departments, military bases, or private services. The Parties agree that the Agency will cover all costs incurred as a result of the need to seek fingerprinting outside of a BUE’s facility of record or duty location. Such costs include, but are not limited to, mileage, tolls, and parking.

Section 4. BUEs visiting FAA Headquarters, the Mike Monroney Aeronautical Center, the William J. Hughes Technical Center, or any Regional Office will be afforded duty time to fingerprint at the Security and Hazardous Materials Safety (ASH) ID Media office. The Agency will maintain those fingerprints consistent with the requirements of the Privacy Act.

Section 5. All fingerprints stored on ASH servers will be deleted after the individual has left the Agency, in accordance with Office of Personnel Management standards.

Section 6. BUEs will not be required to access their FAA.gov email addresses in relation to RAP Back Enrollment.

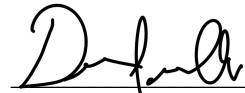
Section 7. Within 30 days of the date of this Agreement, the Agency will provide NATCA with a list of the NATCA BUEs who will be fingerprinted as a part of RAP Back Enrollment.

Section 8. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or Collective Bargaining Agreement (CBA) on behalf of either Party.

Section 9. This Agreement will remain in effect for the duration of the relevant CBAs.

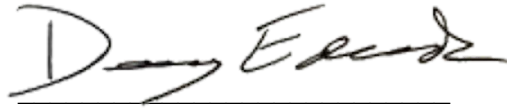
Signed this 9th day of May 2023.

For the Union:



Dean Iacopelli
Chief of Staff

For the Agency:



Douglas Edwards
Office of Labor and Employee Relations



Nicole Vitale
Director of Labor Relations



Jon Cakmakci
Labor Relations Staff Attorney