

**Memorandum of Understanding
between the
National Air Traffic Controllers Association, AFL-CIO
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 complete understanding of the Parties concerning the establishment of a Staffing Surge Release policy to support the transfer of employees to designated facilities.

Section 1. Bargaining Unit Employees (BUEs) requesting transfer to Dallas TRACON (D10), Las Vegas TRACON (L30), and Northern California TRACON (NCT) will be considered for selection once per calendar month, except during the months that the National Centralized ERR Process Team (NCEPT) convenes.

Section 2. BUEs selected in accordance with the NCEPT process to the facilities identified in Section 1 are covered by Section 4 and 7 of this Agreement.

Section 3. Except for the months in which the NCEPT convenes, the Parties will meet on the second Tuesday of each month to review the ERR list and identify BUEs requesting transfer to any of the facilities identified in Section 1.

Section 4. BUEs selected under this Agreement, except for as provided in Sections 5, 6, and 7 of this Agreement, shall be provided with a release date. The release date shall be within three (3) months of selection, or at the election of the employee no later than six (6) months.

Section 5. BUEs currently assigned to a Facility Pay Level 10–12 Terminal Facility are not covered by the provisions of this Agreement.

Section 6. Selections are limited as follows:

- a. If a selection would result in the losing facility's projected percentage to target falling below seventy percent (70%), that facility shall be ineligible for release under this Agreement.
- b. Only one selection shall be permitted from any losing facility per month, utilizing the provisions of this Agreement.
- c. Each gaining facility will be limited to three (3) selections per month.

In the event more than three (3) BUEs are eligible for selection, the gaining facility shall develop a management ranking list. The Parties at the national level will assess the management ranking list to ensure the needs of this Staffing Surge Agreement and other employee movement and placement processes are appropriately considered. The Agency will consider the ranking list and assessment when making selections.

Section 7. BUEs selected for transfer must complete RTF, TSEW, or TETRA, if applicable, prior to release. Release dates may be delayed to accommodate class availability, but in no event shall the release occur later than twelve (12) months from the date of selection.

Section 8. Employees that transfer under the provisions of this Agreement and do not achieve full certification, or do not have a final grade of seventy percent (70%) or higher upon completion of TETRA, other than those with an approved hardship and an available vacancy, will be transferred back to their prior facility and will not be processed in accordance with the EMP 1.14a. Employee reassignments made in accordance with this Section shall not be eligible to receive any permanent change of station (PCS) benefits.

Section 9. The Staffing Surge Release provisions for facilities identified in Section 1 shall conclude once the facility's projected percentage to target staffing exceeds eighty percent (80%).

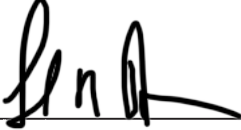
Section 10. The Parties agree to meet on a quarterly basis, or more frequently as mutually determined, to review the effectiveness of this Agreement and to consider the addition of other facilities to the Staffing Surge Release process. Any modifications, including the addition of facilities, shall be made by mutual agreement of the Parties and documented in writing.

Section 11. No local agreement, release policy, or other decision may conflict with this Agreement. Staffing Surge Release dates under this Agreement shall not adversely affect release dates established prior to its signing.

Section 12. This Agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreements unless modified or terminated earlier by mutual agreement of the Parties.

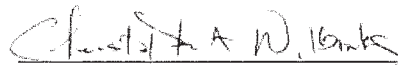
Signed this ____ day of December 2025:

FOR NATCA:



Jamaal Haltom
NATCA, National Training Representative

FOR THE AGENCY:



Christopher Wilbanks
ATO, VP Mission Support



Juan Restrepo
Labor Relations Specialist, AHL-300