

LETTER OF AGREEMENT TO RETAIN MOUs

The Parties hereby agree that the following agreements shall remain in full force and effect for the term of the successor agreement to the Parties' Collective Bargaining Agreements, dated April 7, 2011, and June 2, 2013:

1. EEO Mediation, dated July 24, 2000
2. ATSAP MOU, dated March 27, 2008
3. E&A ATO Safety Stand Down, dated June 9, 2010
4. Installation of Security Cameras, dated February 8, 2011
5. Agency's Policy Regarding Furloughs MOUs, dated February 13, 2013
6. MOU PAR Process, dated May 21, 2013
7. Reimbursable Positions E&A, dated January 18, 2013
8. ARP Voluntary Safety Reporting System (AVRS) Program, dated January 22, 2014
9. ATSAP-X MOU, dated December 9, 2014
10. Air Traffic Safety Guidance MOU, dated April 20, 2015
11. Hazmat Transportation MOU, dated August 3, 2015
12. Hearing Conservation Program for Non-2152s MOU, dated August 24, 2015
13. EMS-11.4, Guidance on Emergency Situations MOU, dated October 19, 2015
14. Currency Dashboard MOU, dated February 29, 2016
15. MedXpress MOU, dated June 3, 2016
16. Personal Use Weapons in Alaska MOU, dated July 11, 2017
17. ER-4.1a, Use of Social Media MOU, dated October 24, 2017
18. Drug Abatement Inspectors Career Progression Promotion Criteria, dated July 18, 2018
19. 6th Floor AIT HQ MOU, dated July 30, 2018
20. Tech Ops QC Program MOU, dated August 9, 2018
21. WLB-12.8, Nursing Mothers Program MOU, dated October 1, 2019
22. 2181 Aircraft Operators, dated October 23, 2019
23. ATS Field Realignment Evolution MOU, dated February 11, 2020
24. Background Investigation Fingerprinting MOU, dated September 2, 2020
25. WLB-12.1 MOU, Child Care Subsidy Program Income Level, dated September 24, 2020
26. LWS-8.12d MOU, Voluntary Leave Bank, dated November 5, 2020
27. AVS Aviation Safety Voluntary Safety Reporting System (AVS VSRP), dated December 30, 2020 and the AVS VSRP Addendum, signed December 30, 2020
28. ECOMP Implementation MOU, dated March 22, 2021
29. EMS-11.2, Guidance on Pay Issues Related to Disaster/Emergency MOU, dated May 10, 2021
30. Employee Express Two-Factor Authentication MOU, dated October 25, 2021
31. EO 14019, Promote Access to Voting MOU, dated June 22, 2022
32. LWS 8.23, Parental Bereavement Leave MOU, dated September 27, 2022
33. Change in Position Sensitivity Levels for AAM-1801 Positions, dated August 29, 2023
34. FAA Order 1600.69C, FAA Facility Security Program MOU, dated May 16, 2024
35. CRU-X/Art MOU, dated May 16, 2024
36. Aircraft Certification Solicitation of Interest Dashboard MOU, dated May 16, 2024
37. Credentialing MOU, dated June 4, 2024
38. Smoking and Use of Tobacco MOU, dated June 25, 2024



39. Revised Federal Investigative Standards MOU, dated June 25, 2024
40. Future Negotiations Appendices B and C MOU, dated July 23, 2024
41. Bidding on Drug Abatement Inspection Schedules MOU, dated July 24, 2024
42. Aircraft Certification Work Tracking System MOU, dated July 24, 2024
43. Human Resource Policy Manual Policy Bulletin #124, Time Used for Obtaining a COVID-19 Vaccination, dated August 23, 2024
44. Compensatory Time MOU, dated August 27, 2024
45. Water Testing at Regional Offices MOU, dated August 30, 2024
46. Paid Parental Leave Implementation MOU, dated November 16, 2024
47. Camera Use MOU, dated December 5, 2024
48. OJTI Premium Pay MOU, dated December 6, 2024

Signed this 18th day of December, 2024



Andrew LeBovidge
Chief Negotiator
NATCA



Vanessa Marzán-Hernández
Chief Negotiator
Office Labor and Employee Relations

MEMORANDUM OF UNDERSTANDING
Between
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
And
FEDERAL AVIATION ADMINISTRATION

This Memorandum of Understanding (MOU) is entered into between the National Air Traffic Controllers Association (herein referred to as "the Union" or "NATCA") and the Federal Aviation Administration (herein referred to as "the Agency" or "Employer"); and collectively referred to as the "parties." This agreement represents the parties' understanding reached through the impact and implementation bargaining on the Agency's initiation to implement Order 1400.10, FAA Equal Employment Opportunity Mediation Program.

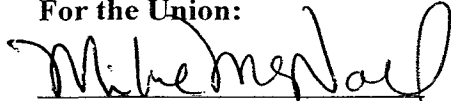
The parties have agreed to the following:

1. The Employer will disclose to the Union all resolutions or settlement agreements involving bargaining unit complainants reached through the mediation program, with the exception of those described in paragraph 4 below. If impact will result to the working condition of bargaining unit employees, the parties shall negotiate over the impact and implementation on the terms reached in the resolution or settlement agreement. Negotiations shall be conducted in accordance with Article 7 of the parties' collective bargaining agreement. However, recognizing the importance of settling EEO Complaints, and that the EEO complaint procedure has time limits outside the control of the parties, the parties will try to conclude bargaining as quickly as possible.
2. The terms and conditions contained in settlement agreements shall not conflict with or violate in any way the parties' collective bargaining agreement.
3. If the complainant objects to sharing information about his/her settlement agreement with the Union pursuant to paragraph 1. because of privacy reasons, the Agency will provide to the Union, to the extent it is possible to do so without disclosing the name of the complainant or information that would reveal the complainant's identity, information sufficient to enable impact and implementation bargaining over the terms of the agreement.
4. The parties agree that the Agency is not required to disclose to the Union, pursuant to this Agreement, settlement agreement provisions such as the following: compensatory damages; a change in performance rating; restoration of leave; expunging derogatory information from the Official Personnel File; private apology; or rescinding or reducing a disciplinary action. The Union retains all rights, and waives no rights, guaranteed under Section 7114 of Title 5 of the U. S. Code, to obtain any and all information from the Agency.
5. Both parties will respect the privacy of the complainant(s). Neither party will share or disclose the

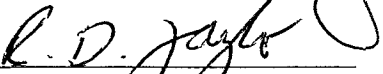
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terms of any settlement agreement without the written consent of the complainant, except as provided by law, rule or regulation.

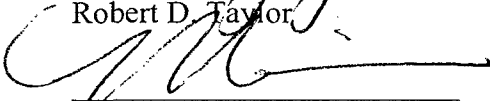
For the Union:



Michael P. McNally

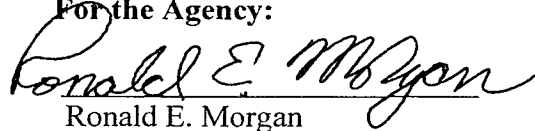


Robert D. Taylor




Melinda K. Kim

For the Agency:



Ronald E. Morgan



Fanny Rivera



Scott Kallman

July 24, 00

Date

FAA AIR TRAFFIC ORGANIZATION (ATO)
AIR TRAFFIC SAFETY ACTION PROGRAM (ATSAP)
for AIR TRAFFIC PERSONNEL
MEMORANDUM OF UNDERSTANDING

1. PURPOSE. The FAA and NATCA are committed to improving air traffic control (ATC) system safety. Each party has determined that safety would be enhanced if there were a systematic approach for all ATC personnel to promptly identify and correct potential safety hazards. The primary purpose of the ATO Air Traffic Safety Action Program (ATSAP) is to identify safety events and implement skill enhancement and system corrective action to reduce the opportunity for safety to be compromised. In order to facilitate safety analysis and system corrective action, all ATC stakeholders join the FAA in voluntarily implementing this ATSAP for all ATC personnel, which is intended to improve flight safety through self-reporting, cooperative follow-up, and appropriate skill enhancement or system corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

2. BENEFITS. The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety of flight concerns. Through such reporting all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop skill enhancement or system corrective action to help solve safety issues and possibly eliminate deviations from and deficiencies in applicable air traffic control directives. For a report accepted under this ATSAP MOU, the Air Traffic Safety Oversight Service (AOV) will use lesser action or no action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with applicable air traffic control directives.

3. APPLICABILITY. The FAA ATO ATSAP applies to all FAA recognized credentialed personnel engaged in, and supporting air traffic services and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with applicable air traffic control directives that are not inadvertent or that involve gross negligence, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

4. PROGRAM DURATION. This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed. If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ATSAP may be terminated at any time for any reason by NATCA, the FAA, or any other party to the MOU. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed.

5. REPORTING PROCEDURES. When a credentialed individual observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

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5a. ATSAP Report Form. At an appropriate time during the duty day, the employee should complete FAA ATO ATSAP Form for each safety problem or event. The report must be submitted within 24 hours of the employee's duty day end time, (e.g. after the workday has ended) and submit it to (<https://atsapsafety.com>).

5b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ATSAP; regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a(2) and (3) of this MOU. Reports which the Event Review Committee (ERC) determine to be non sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

5b(1). Within 24 hours after the end of the duty day for the day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a credentialed individual's shift for that day ends at 1900 hours, the report should be filed no later than 1900 hours on the following day (Tuesday). In order for all credentialed personnel to be covered under the ATSAP for any apparent noncompliance with air traffic control directives resulting from an event, they must all sign the same report or submit separate signed reports for the same event. If the ATSAP system is not available to the credentialed individual at the time he or she needs to file a report, the employee may contact the ATSAP manager's office and file a report via fax or telephone within 24 hours after the end of the controller's shift for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days.

5b(2). Within 24 hours of having become aware of possible noncompliance with air traffic control directives provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 5b(1) above, the ERC will review all available information to determine whether the credentialed individual knew or should have known about the possible noncompliance with air traffic control directives within that time period. If the ERC determines that the credentialed individual did not know or could not have known about the possible noncompliance with air traffic control directives until informed of it, then the report would be included in ATSAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with air traffic control directives, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with air traffic control directives, then the report will not be included in ATSAP.

5c. Non-reporting employees covered under this ATSAP MOU. If an ATSAP report identifies another covered employee in an event involving possible noncompliance with applicable air traffic control directives and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with applicable air traffic control directives. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with applicable air traffic control directives, and the original report otherwise qualifies for inclusion under ATSAP, the ERC will offer the non-reporting employee the opportunity

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to submit his/her own ATSAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ATSAP as that accorded the report from the original reporting employee, provided all other ATSAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notifications from the ERC, the possible noncompliance with applicable air traffic control directives by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination.

5d. Non-reporting employees not covered under this ATSAP MOU. If an ATSAP report identifies another employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with applicable air traffic control directives, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ATSAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ATSAP and invite the employee to submit an ATSAP report. If the employee submits an ATSAP report within 24 hours of notification from the ERC, that report will be covered under ATSAP, provided all other ATSAP acceptance criteria are met. If the employee fails to submit an ATSAP report within 24 hours of notification from the ERC, the possible noncompliance with applicable air traffic control directives by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination.

6. POINTS OF CONTACT. The ERC will be comprised of one representative from, or approved by ATO Safety Services, one representative from NATCA, and one AOV Air Traffic Safety Inspector (ATSI) assigned as the ATSAP representative or designated alternates in their absence. In addition, the ATO Safety Service will designate one person who will serve as the ATSAP manager. The ATSAP manager will be responsible for program administration and will not serve as a voting member of the ERC.

7. ATSAP MANAGER. When the ATSAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the ATSAP system. The ATSAP manager will maintain a database that continually tracks each event and the analysis of those events. The ATSAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ATSAP manager will send a written receipt to each employee who submits a report. The receipt will confirm whether or not the report was determined to be timely. The ATSAP manager will serve as the focal point for information about, and inquiries concerning the status of ATSAP reports, and for the coordination and tracking of ERC recommendations. The ATSAP manager will report on progress of the recommended system corrective action implementation as part of the regular ERC meetings. The ATSAP manager will publish a monthly synopsis of the reports received from credentialed personnel, with sufficient information so that the credentialed personnel can identify their reports. The outcome of each report will be published, however employee names will not be included in the synopsis. The ATSAP

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manager will provide any employee who submitted an ATSAP report with the status of his/her report.

8. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze reports submitted by the credentialed personnel under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

8a. The ATSAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ATSAP database with emphasis on determining whether system corrective action has been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for system corrective action for recurring events indicative of adverse safety trends.

8b. This ERC review is in addition to any other reviews conducted by the FAA. The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report 60 days in advance of the termination date of the demonstration program.

9. ERC PROCESS. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ATSAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least twice a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

9a. The ERC will make its decisions involving ATSAP issues based on consensus. Under the ATO ATSAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the skill enhancement or system corrective action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended skill enhancement or system corrective action to address a safety problem such as an operating deficiency or noncompliance with an air traffic control directive reported under ATSAP. The system corrective action process would include working the safety issue(s) with the appropriate facility or service area and the ATO that have the expertise and responsibility for the safety area of concern. AOV will not use the content of an ATSAP report in any subsequent credential action except as described in paragraph 10 of this document. However, recognizing that AOV holds regulatory authority to enforce the necessary air traffic control directives, it is understood that AOV retains all legal rights and responsibilities contained in FAA Order 1100.161, FAA Order 8000.90, and FAA Order

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8000.86 in the event there is not a consensus of the ERC on decisions concerning a report involving an apparent noncompliance(s), or qualification issue. ATO will not use the content of the ATSAP report in any subsequent disciplinary action, except as described in paragraph 10a(3) of this MOU.

9b. The parties to this agreement anticipate various types of reports will be submitted to the ERC. Reports may include: safety-related reports that appear to involve a possible noncompliance with applicable air traffic control directives, reports that are of a general safety concern, but do not appear to involve possible noncompliance with applicable air traffic control directives, all operational errors, and any other reports. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

9c. The ERC will forward non-safety reports to the appropriate ATO department head for his/her information and, if possible, internal resolution. For reports related to flight safety, including reports involving possible noncompliance with applicable air traffic control directives, the ERC will analyze the report, conduct interviews of reporting credentialed personnel, and gather additional information concerning the matter described in the report, as necessary.

9d. The ERC should also make recommendations for changes to systemic issues. For example, changes to the training curriculum for credentialed personnel. Any recommended changes will be forwarded through the ATSAP manager to the appropriate ATO department head for consideration and comment, and, if appropriate, implementation. The FAA will work with NATCA to develop appropriate changes for systemic issues. The ATSAP manager will track the implementation of the recommended skill enhancement or system corrective action and report on associated progress as part of the regular ERC meetings. Any recommended skill enhancement or system corrective action that is not implemented should be recorded along with the reason it was not implemented.

9e. ERC Recommendations. Any skill enhancement or system corrective action recommended by the ERC for a report accepted under ATSAP must be completed to the satisfaction of all members of the ERC, or the ATSAP report will be excluded from the program.

9f. Use of the ATO ATSAP Report: Neither the written report nor the content of the written ATSAP report will be used to initiate or support any ATO disciplinary action, or as evidence for any purpose in an AOV credential action, except as provided in paragraph 10a(3) of this MOU. The ATO or AOV may conduct an independent investigation of an event disclosed in a report.

10. ENFORCEMENT.

10a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ATSAP:

10a(1). The employee must submit the report in accordance with the time limits specified under paragraph 5 of this MOU;

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10a(2) Any possible noncompliance with applicable air traffic control directives disclosed in the report must be inadvertent and must not involve gross negligence; and,

10a(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ATSAP. Back reports involving the aforementioned activities will be accepted under ATSAP provided they otherwise meet the acceptance criteria contained herein.

10b. Sole-Source Reports. The ERC shall consider a report to be sole-source when all evidence of the event available to the ATO outside of the ATSAP is discovered by or otherwise predicated on the ATSAP report, or when a credentialed individual that has had an operational error or deviation files an ATSAP report. It is possible to have more than one sole-source report for the same event.

10c. Reports Involving Qualification Issues. ATO ATSAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a credentialed individual will be addressed with skill enhancement, if such action is appropriate and recommended by the ERC.

10d. Excluded from ATSAP. Reported events involving possible noncompliance with applicable air traffic control directives that are excluded from ATSAP will be referred by the AOV ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

10e. Skill Enhancement. Employees initially covered under an ATSAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended skill enhancement in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended skill enhancement in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

10f. System Corrective Action. Failure of the ATO organization to complete the ERC recommended system corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

10g. Repeated Instances of Noncompliance. The ERC will consider on a case-by-case basis the skill enhancement or system corrective action that is appropriate for such reports.

10h. Closed Cases. A closed ATSAP case including a related enforcement investigative report involving a noncompliance addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate credential action taken if evidence later is discovered that establishes that the noncompliance should have been excluded from the program.

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11. **EMPLOYEE FEEDBACK.** The ATSAP manager will publish a synopsis of the reports received from credentialed personnel. It is intended that through this agreement ATSAP synopsis reports may be included in NATCA's Air Traffic Controller publication monthly. The synopsis will include enough information so that credentialed personnel can identify their reports. Employee names, however, will not be included in the synopsis. The outcome of each report will be published. Any employee who submitted a report may also contact the ATSAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ATSAP will receive individual feedback on the final disposition of the report.

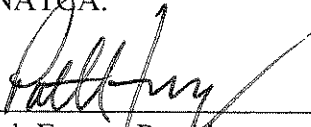
12. **INFORMATION AND TRAINING.** The details of the ATSAP will be made available to all credentialed personnel engaged in, and supporting the ATO in appropriate NATCA and FAA publications. All credentialed personnel will receive written guidance outlining the details of the program at least two weeks before the program begins. Credentialed personnel will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire credentialed personnel will receive training on the program during initial training.

13. **REVISION CONTROL.** Revisions to this MOU may be proposed by any party, will be conducted by the parties and require a voluntary agreement between the parties before change can be affected.

14. **RECORD KEEPING.** All documents and records regarding this program will be kept by the ATO-S ATSAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with all applicable air traffic ATSAP MOU directives and all applicable law. NATCA and FAA will maintain whatever records they, deem necessary to meet their needs.

15. **SIGNATORIES.** All parties to this ATSAP are entering into this agreement voluntarily.

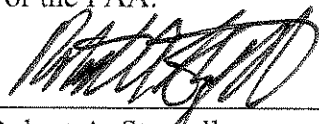
For NATCA:



Patrick Forrey, President
National Air Traffic Controllers Association (NATCA)


3-27-08
Date

For the FAA:



Robert A. Sturgell
Acting Administrator, Federal Aviation Administration

3-27-08
Date



Anthony S. Ferrante
Director of Air Traffic Safety Oversight Service

3-27-08
Date

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

This Memorandum of Understanding (MOU) is made by and between the Federal Aviation Administration ("FAA" or "the Agency") and the National Air Traffic Controllers Association, AFL-CIO Architects and Engineers Bargaining Unit ("NATCA" or "the Union"), collectively known as "the Parties". This MOU represents an understanding between the Parties regarding the Safety Stand Down within the Technical Operations organization of the FAA.

1. The Agency will provide the appropriate local NATCA representative or his/her designee with advance notice of at least four (4) business days whenever possible, via electronic mail, to attend all formal discussions regarding NATCA Engineer and Architects' Safety Stand Down meetings/trainings.
2. Should it become necessary to postpone a Safety Stand Down meeting, management will notify the local NATCA Facility Representative or his/her designee and all affected employees as soon as practical.
3. The Parties agree that these meetings are designed to help change the safety culture within the organization of the FAA by promoting a dialog between Management and employees. Employees may volunteer comments of a professional, non-personal nature at meetings. Employees who are uncomfortable volunteering information at meetings are free to provide the comments to their local Union Representatives, who will provide the comments to the FAA management within 7 calendar days.
4. Employee's technical questions regarding specific safety rules will be answered in a timely manner and distributed appropriately. All employees will be allowed to access the Safety Stand Down website (https://intranet.faa.gov/faaemployees/go/techops_ssd) for answers.
5. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or contract on behalf of either party.
6. Should either party want to propose a change to this Agreement, they may contact the other party and upon mutual agreement of the parties, that change shall be addressed in accordance with the provisions of Article 7 of the Parties' Collective Bargaining Agreement.
7. This MOU shall take effect upon completion of Agency Head Review or 30 days after signing of the Agreement, whichever is first. This Agreement will remain in effect for the duration of the Collective Bargaining Agreement between the Agency and NATCA Engineers and Architects.

For the Union:

Dominic Petrelli 6-8-10
Dominic Petrelli Date

Jennifer Hayward 6-8-10
Jennifer Hayward Date

For the Agency:

Aaron Sawyer 6-9-2010
Aaron Sawyer, FAA Date

Kimberly Orsini 6-9-2010
Agency Head Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION AND
THE FEDERAL AVIATION ADMINISTRATION**

Installation of Security Cameras

This agreement is made by and between the National Air Traffic Controllers Association (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as the “the Parties.” This agreement applies to all NATCA bargaining unit employees. This agreement represents the full and complete understanding of the Parties at the National level with regard to issues arising to Installation of Security Cameras at FAA facilities.

- Section 1. The Parties agree that the primary purpose of the closed-circuit television (“CCTV”) cameras, Entry Control Video (“ECV”) and Intrusion Detection Systems or Sensors (“IDS”) shall be for the surveillance of interior and exterior perimeter alarm points/zones to prevent thefts and deter criminal activity.
- Section 2. The Parties agree that the primary purpose of CCTV, ECV and IDS is not for the use and purposes of monitoring bargaining unit employees in work/operational areas, break areas, and other employee common areas, except as necessary under Section 1 of this MOU.
- Section 3. The Parties agree that the measures and devices, as referenced in Section 1, shall not be used as timekeeping devices to record arrivals and departures of employees for the purposes of tracking time and attendance.
- Section 4. The Parties agree that the measures and devices, as referenced in Section 1, shall coincide with the pertinent provisions of the Parties’ Collective Bargaining Agreement, and that disciplinary action will not be taken without first conducting an investigation into the alleged event.
- Section 5. Should the Agency use data from CCTV, ECV, IDS or any other such measures and devices as supporting evidence in the imposition of discipline, the employee who is alleged to have committed the offense shall have a right to a copy of the data.

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

This agreement shall become effective upon completion of Agency Head Review or thirty (30) days after this has been signed by the Parties, whichever comes first. This agreement shall remain in effect for the duration of the Parties' respective Collective Bargaining Agreements.

For NATCA:

Kimberlee Gee 2/8/2011
Kimberlee Gee / Date

For FAA:

Kurt Comisky 2/8/11
Kurt Comisky / Date

Agency Head Review / Date

**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 “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as the “the Parties.” This agreement applies to all NATCA bargaining units and bargaining unit employees for the implementation of HRPM EMP 1.27 dated March 26, 2012. The Parties hereby agree to the following terms:

- Section 1.** The Agency shall provide the Union with notice of its intent to engage in a discretionary (“save money” or “non-emergency”) furlough of employees who are represented by the Union, at least forty-eight (48) hours prior to the Agency’s distribution of furlough notices to employees. The notice will contain at a minimum, the proposed number of employees that will be furloughed and the proposed amount of days and/or hours associated with each furlough. Following the notice, the Agency and the Union will immediately begin negotiations at the National level for procedures the Agency will follow in the implementation of the furlough.
- Section 2.** In case of a furlough involving an emergency shutdown or for extended emergency due to an Act of God or unforeseeable circumstances, the Agency will provide notice and opportunity to bargain in accordance with the Parties’ collective bargaining agreement.
- Section 3.** In scheduling a discretionary (“save money” or “non-emergency”) furlough for employees the furlough requirement may be expressed in terms of days or hours. An employee’s current work schedule, including AWS, determines the number of hours in their workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday.
- Section 4.** A furlough period is defined as beginning upon the Agency’s implementation of a furlough and ending upon the Agency’s cessation of the furlough.
- Section 5.** The Agency shall provide the Union with a full and complete list of all employees deemed “excepted” and “non-excepted” within every bargaining unit represented by NATCA for every FAA facility no later than the notice to the employees of an emergency (shutdown) furlough.
- Section 6.** The Parties agree to develop a joint Q&A to be attached and read in conjunction with this Agreement.

- Section 7.** Whenever a furlough occurs that will result in the employee being placed in a nonpay status, an SF-8 will be provided not later than when the nonpay status begins. In addition a link will be provided to a fact sheet containing information on applying for unemployment benefits.
- Section 8.** For furloughs of more than 30 continuous calendar days or more than 22 work days the RIF procedures contained in the applicable collective bargaining agreement(s) shall apply.
- Section 9.** The Agency should make efforts toward assuring that employees are provided up-to-date and accurate information as warranted. This may be done through union-management communication, employee briefings, periodic bulletins, newsletters or other means available to the Agency.
- Section 10.** For furloughs other than a lapse in Congressional appropriations, the provisions contained in the Disciplinary/Adverse Action article in the appropriate collective bargaining agreement shall apply.
- Section 11.** When implementing a discretionary (“save money” or “non-emergency”) furlough of 30 days or less, each Line of Business/Staff Office shall engage in pre-decisional involvement with the Union at the corresponding level, in considering the following actions in order to avoid or mitigate the effects of a furlough:
- a) Request approval from the Office of Personnel Management to use the Voluntary Early Retirement Authority (VERA) which allows permanent employees to retire early;
 - b) Authorize the use of the Voluntary Separation Incentive Pay (VSIP) to eligible employees to voluntarily separate through retirement or resignation;
 - c) Support/encourage voluntary action such as voluntary changes from full-time to part-time schedules, voluntary resignations or retirements, acceptance of other Federal jobs, voluntary placement in furlough status or additional days in furlough status;
 - d) Ensure that part-time employees work only the number of hours in their official work schedule and/or changing the PT employee’s official work schedule to one with fewer hours;
 - e) Offer employees with the affected organization the opportunity to volunteer for involuntary RIF separations;
 - f) Implement hiring and/or promotion freezes;

- g) Terminate temporary appointments;
- h) Terminate reemployed annuitants;
- i) Curtail overtime, except in emergency cases; and
- j) Implement furlough on authorized holidays.

- Section 12.** For a part-time employee, the furlough requirements shall be prorated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.
- Section 13.** If an employee is scheduled to be on LWOP during his or her furlough period, the employee may designate any hours and/or days of LWOP as furlough time off in order to meet the furlough requirements.
- Section 14.** When an employee's pay is insufficient to permit all deductions to be made, the Agency shall follow the order of precedence for applying deductions in compliance with CHCOC PPM-2008-01.
- Section 15.** An employee is entitled to pay for a holiday so long as he or she is in a pay status on either the workday preceding a holiday or the workday following a holiday. This applies to the in lieu of holiday as well.
- Section 16.** If an employee is unable to use their "use or lose" annual leave due to staffing and workload needs during the furlough period, and if she/he is unable to schedule this leave prior to the end of the leave year, such annual leave shall be restored.
- Section 17.** Employees cannot be required to perform work while in a furlough status.
- Section 18.** Absences due to a furlough shall be taken into consideration when assessing performance.
- Section 19.** Employees may utilize Employee Assistance Program (EAP) while in a furlough status to obtain credit/financial counseling services.
- Section 20.** To the extent authorized by law, Agency subsidized programs, including but not limited to childcare, transit and parking subsidies, shall not be negatively affected by a furlough.
- Section 21.** The Agency will make available through the employee website, a letter which may be presented to their creditors detailing the length of the furlough and the impact on the employee's salary.

Section 22. Any employee on temporary assignment away from the facility/office shall be reimbursed for expenses authorized by the FAATP during the furlough period.

Signed on the 13th day of February 2013.

For NATCA:

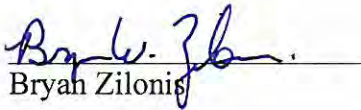


Phil Barbarello

For FAA:



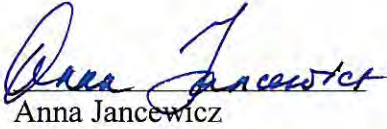
Michael Do\$



Bryan Zilonis



Roscoe Ridley Jr.



Anna Jancewicz



Dean Iacopelli

Furlough (Discretionary and Shutdown)- Questions and Answers

Use in conjunction with: EMP-1.27 Furlough, appropriate Collective Bargaining Agreements and the NATCA/FAA Memorandum of Understanding regarding furloughs dated February 13, 2013.

Chapter 1 – Applicable to all furloughs

Section A: General

1. Q. What is a discretionary (“save money”, “administrative” or “non-emergency”) furlough?

A. A discretionary (“save money” or “non-emergency”) furlough is the placing of an employee in a temporary non-duty, non-pay status because of lack of work or funds, or for other non-disciplinary reasons. It is a planned event designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any other event that requires the agency to save money. This kind of furlough is “non-emergency” in that the agency has sufficient time to reduce spending and therefore give adequate notification of its specific furlough plan and how many furlough days or hours will be required for each impacted employee. For most employees, there are two basic categories of furloughs, each involving different procedures. A furlough of 30 calendar days or less constitutes an adverse action and is subject to the procedures as described in the applicable collective bargaining agreement. A furlough of more than 30 calendar days constitutes a reduction in force (RIF) procedures and is subject to the procedures as described in the applicable collective bargaining agreement.

2. Q. What is a shutdown (“emergency”) furlough?

A. A “shutdown” furlough is the placing of an employee in a temporary non-duty, non-pay status in the event that funds are not available through an appropriations law or continuing resolution. A shutdown furlough is necessary when an agency no longer has the necessary funds to operate and must shut down those activities that are not excepted pursuant to the Antideficiency Act. A shutdown furlough might also occur due to an “act of God” or other unforeseeable circumstances.

3. Q. Are there requirements for notification to employees during a furlough?

A. Notification to employees differ between discretionary and shutdown furloughs. Requirements are detailed in the respective sections below.

4. Q. May an employee volunteer to do his or her job on a non-pay basis during a furlough period?

A. No.

5. Q. What appeal rights apply for employees for a furlough of 30 calendar days or less?

A. The employee may appeal the decision to furlough under the provisions of Article 9 of the appropriate collective bargaining agreement, to the Merit Systems Protection Board, or through the applicable Equal Employment Opportunity procedures. The appeal rights will be outlined in the written notice provided to employees.

6. Q. May employees take other jobs during the furlough period?

A. Even while on furlough, an individual is an employee of the Federal Government. In accordance with 5 CFR 2635.101(b)(10), (14); 2635.801(c) and FAA Order 3750.7, outside employment in general is

permitted so long as it neither conflicts with official Government duties and responsibilities nor appears to do so. Employees are permitted to engage in outside aviation employment so long as the outside employer does not conduct activities for which the employee's facility or office has official responsibility.

Should an employee submit a written request for prior approval, it will be acted upon as soon as possible, generally within thirty (30) days of receipt. When the employee accepts outside employment without prior approval due to the Agency's failure to respond within thirty (30) days to his/her written request for a determination of propriety, the Agency will take this into consideration should disciplinary action later be contemplated.

If prior approval is given and it is later determined that such employment is inconsistent with the provisions of Section 1, the following shall apply upon written notification to the employee:

- a. If the outside employment is specifically prohibited by law, the employee shall cease the employment immediately.
- b. In all other cases the employee shall cease the employment within fourteen (14) days.

7. Q. Are individuals working under an Interchange Assignment Agreement (IAA) subject to a furlough?

A. The specific authority for furloughing persons who are working under interchange assignment agreements, either inside the Federal government or with other organizations, will depend upon the nature of individual agreements, the status of the appointments, and/or the funding arrangements for the assignments. As a general rule, the following principles are applicable in determining whether to furlough personnel on interchange assignments:

- Personnel from non-Federal organizations on appointments to the FAA are subject to furlough in the same manner as other employees.
- Personnel on detail to the FAA from non-Federal organizations may continue working, provided that the non-Federal organizations pay the total costs of the detail.
- Personnel on detail to the FAA from non-Federal organizations which share part of the costs of detail may continue to work if the Federal portion of the cost was obligated from prior appropriations at the time of the IPA mobility agreements. In the event that a furlough takes place in the second year of the agreement at which time no funds are appropriated, the assignment should be terminated.
- Personnel on detail to the FAA from non-Federal organizations which do not pay or share the costs of the detail are subject to furlough in the same manner as other employees.

8. Q. What happens to employees' benefits (e.g., retirement, health benefits, life insurance, leave) if they receive temporary appointments in another agency while furloughed?

A. The leave should be transferred as if the employees had been transferred (See B-167975, 49 COMP. GEN. 383, September 1, 1970). Retirement, health benefits, life insurance, and leave should be handled as if the employees had been transferred.

Section B: Pay and Deductions from Pay

1. Q. If a furlough begins, will employees receive a paycheck for the last pay period worked prior to the furlough?

A. Yes.

2. Q. If an employee's pay is insufficient to permit all deductions to be made, what is the order of precedence that deductions will be made from any salary check that the person may receive?

A. In general terms, the following deductions are taken from the employee's pay in this order: 1) Retirement; 2) Social Security tax; 3) Medicare tax; 4) Federal Income tax; 5) basic health insurance premiums (e.g. FEHB); 6) basic life insurance premiums (e.g. FEGLI); 7) State tax; 8) Local tax; 9) collection of debts owed to the federal government; 10) court-ordered collections; 11) optional benefits (e.g. FEDVIP, FLTCIP, FSA, TSP); 12) other voluntary deductions (e.g. savings bonds, union dues); 13) IRS paper levies.

Section C: Service Credit for Various Purposes:

1. Q. Is furlough considered a break in service?

A. No, the employee is in non-pay, non-duty status for those days/hours. However, extended furlough may affect the calculation of creditable service for certain purposes.

2. Q. To what extent will the furlough (non-pay, non-duty status) affect my annual and sick leave accruals?

A. When a full-time employee accumulates 80 hours in a non-pay status (which includes furlough, leave without pay, absence without leave, and suspension), the amount of annual and sick leave that may be accrued in that pay period is reduced by the amount of leave the employee would normally earn during the pay period. When a part-time employee is in a non-pay status, he or she will accrue less annual leave and sick leave, since part-time employees earn leave on a pro-rata basis--i.e., based on hours in a pay status. For purposes of computing accrual rates for annual leave, creditable service for time in a non-pay status is limited to an aggregate of 6 months in a calendar year (5 U.S.C. 8332(f)).

3. Q. To what extent does a furlough affect other civil service benefits and programs?

A. Non-pay status is credited as follows for:

- **Permanent (career) tenure** - the first 30 calendar days of each non-pay period is creditable service.
- **Probationary period** – an employee's probationary period is not changed due to placement in a non-pay status.
- **Qualification requirements** - If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient training time to attain the level of proficiency he/she had at the time of the interruption, prior to the resumption of the remaining allotted training hours.
- **Time-in-grade requirements** – non-pay status is creditable service (applicable for employees in the FG Pay Plan).
- **Retirement purposes** - an aggregate non-pay status of 6 months in any calendar year is creditable service. Coverage continues at no cost to the employees while in a non-pay status. When employees are in a non-pay status for only a portion of a pay period, their contributions are adjusted in proportion to their basic pay (5 U.S.C. 8332 and 8411). The exception would be an employee who had substantial time in a non-pay status earlier in the year if the furlough causes him or her to have more than six months time in a non-pay status during the calendar year.
- **Health benefits** - enrollment continues for no more than 365 days in a non-pay status. The non-pay status may be continuous or broken by periods of less than four consecutive months in a pay status (5 USC Chapter 89). The agency contribution continues while employees are in a non-pay status. The agency is also responsible for advancing the employee's share as well. The employee can choose between paying the agency directly on a current basis or having the premiums accumulate and to be withheld from his or her pay upon returning to duty.

- **Life insurance** - coverage continues for 12 consecutive months in a non-pay status without cost to the employees or to the agency (5 USC Chapter 87). The non-pay status may be continuous or it may be broken by a return to duty for periods of less than four consecutive months. If an employee is in active duty military status while in non-pay status, FEGLI coverage continues at no cost to the employee until time in non-pay status totals 12 months. The employee may elect to continue FEGLI coverage for an additional 12 months by paying both the employee and agency premiums (Basic coverage) and by paying the entire cost (Optional coverage). Per Section 1102 of Public Law 110-181, such an election must be made before the end of the first 12 months in non-pay status.
- **Within-grade/range increases (FG Pay Plan Only)** - an aggregate of 2 workweeks (or 80 hours for a full-time employee) non-pay status in a waiting period is creditable service for advancement to steps 2, 3, and 4; four workweeks (160 hours) for advancement to steps 5, 6, and 7; and six workweeks (240 hours) for advancement to steps 8, 9, and 10. For prevailing rate employees (FW Pay Plan), an aggregate of one workweek non-pay status (40 hours) is creditable service for advancement to step 2, three weeks (120 hours) for advancement to step 3, and four weeks (160 hours) for advancement to steps 4 and 5.
- **Severance pay** – non-pay status time is fully creditable for the 12-month continuous employment period required by the appropriate collective bargaining agreement.
- **Thrift Savings Plan (TSP)** - Employees should refer to the TSP Fact Sheet - Effect of Non-pay Status on Your TSP Account, available from the TSP web site at www.tsp.gov.
- **Military duty or workers' compensation** – non-pay status for employees who are performing military duty or being paid workers' compensation counts as a continuation of Federal employment for all purposes upon the employee's return to duty.

Section D: Retirement and Insurance

1. Q. When a furlough occurs during the three years of service prior to retirement, what effect will time in a furlough status have on an employee's high-3 average?

A. Generally there will be no effect on the high-3 average unless the furlough causes the employee to be in a non-pay status for more than 6 months during the calendar year.

2. Q. Are the retirement rules concerning the effect of a furlough the same for employees under the Civil Service Retirement System and the Federal Employees Retirement System?

A. Yes.

3. Q. What happens if an employee terminates his or her Federal Employee Health Benefits (FEHB) coverage while in a non-pay status in order to avoid the expense?

A. Employees who terminate FEHB coverage to avoid payment of premiums while in a non-pay or reduced-pay status do not have to wait for an FEHB open season to re-enroll. Termination of FEHB coverage will not affect an employee's right to carry such coverage into retirement or while in receipt of workers' compensation.

4. Q. Will an employee continue to be covered under the Federal Employee Health Benefits (FEHB) program if the agency is unable to make its premium payments on time?

A. Yes, the employee's FEHB coverage will continue even if an agency does not make the premium payments on time. Since the employee will be in a non-pay status, the enrollee share of the FEHB premium will accumulate and be withheld from pay upon return to pay status.

Section E: Impact on other Benefits Programs

1. Q. To what extent does non-pay status affect Flexible Spending Account (FSA) coverage?

A. Deductions will cease for periods of non-pay status where there are insufficient funds to cover the Flexible Spending Account (FSA) premium(s). If the employee is in a non-pay status and has not pre-paid the FSA allotment, their FSA account will be frozen and the employee will not be eligible for reimbursement of any health care expenses incurred during that period until he/she returns to a pay status and allotments are successfully restarted. However, if the employee has a Dependent Care Flexible Spending Account (DCFSA), dependent care expenses incurred during the period in a non-pay status which meet IRS guidelines for eligible expenses (i.e., the employee must incur the expenses in order to allow the employee and his/her spouse to work or attend school) may be reimbursed up to the FSA account balance. When the employee returns to a pay status, allotments will be recalculated based on the number of pay dates remaining in the Benefit Period.

If the employee prepays his/her premiums by accelerating allotments prior to being placed in a non-pay status, allowable health care expenses incurred during the period in a non-pay status will be eligible for reimbursement. Visit the FSAFEDS website, www.fsafeds.com for more information.

2. Q. To what extent does non-pay status affect Long Term Care (LTC) coverage?

A. Deductions cease when the employee is placed in a non-pay status and there are insufficient funds to cover the premium(s). In order for employees to continue Long Term Care (LTC) coverage, employees must make payments while in a non-pay status. Visit the LTC website, <https://www.ltcfeds.com/documents> for more information.

3. Q. To what extent does non-pay status affect Federal Employees Dental and Vision Insurance Plan (FEDVIP) coverage?

A. Deductions cease when the employee is placed in a non-pay status and there are insufficient funds to cover the premium(s). In order for employees to continue FEDVIP coverage, employees must make payments while in a non-pay status. For more information visit www.benefeds.com.

Section F: FMLA Leave during a furlough

1. Q. If an employee is furloughed during absences covered by the Family and Medical Leave Act of 1993 (FMLA), does the furlough count toward the 12-week entitlement to FMLA leave?

A. No. Consistent with applicable laws and Agency policy, furlough during absences covered by the FMLA is not counted against the 12-week FMLA entitlement.

Section G: Injury While on Furlough

1. Q. Are employees who are injured while on furlough eligible to receive workers compensation?

A. No. Workers compensation is paid to employees only if they are injured while performing their duties. Employees on furlough are not in a duty status. An employee who is receiving workers' compensation payments will continue to receive workers compensation payments during a furlough period and will continue to be charged LWOP.

2. Q. How is Continuation of Pay (COP) under the Federal Employees' Compensation Act affected by a furlough?

A. The Department of Labor's Office of Workers' Compensation Programs, which administers the Federal Employees' Compensation Act (FECA), advises that, in the event of a furlough, an employee who is disabled due to his or her injury is to be maintained in COP status during the furlough period unless the

agency does not have monies available to pay the salary of that employee. If the agency does not have monies to pay salary during the furlough period but the agency's budget is subsequently restored in such a way as to allow for retroactive payment of salary during the furlough period, the employee should receive COP for any period of disability that occurs within the furlough. In the event an agency is legally unable to pay COP to an employee because of a furlough, the employee may file a claim for regular FECA wage loss compensation for that period.

Section H: Unemployment Compensation for Federal Employees (UCFE)

1. Q. Are employees entitled to UCFE benefits while on furlough?

A. It is possible that employees may be eligible for UCFE benefits, especially if they are on consecutive furlough days. State unemployment compensation requirements differ. Once employees are in a non-pay status they should contact their State unemployment office for more information regarding filing for unemployment benefits. The list below gives Web sites or instructions for each state when filing an initial claim for unemployment.

Alabama – <http://dir.alabama.gov/uc/>

Alaska – http://www.labor.state.ak.us/esd_unemployment_insurance/call-centers.htm

Arizona – <https://www.azdes.gov/landing.aspx?id=4211>

Arkansas – <http://dws.arkansas.gov/UI/index.htm>

California – <https://eapply4ui.edd.ca.gov/>

Colorado – <http://www.colorado.gov/cs/Satellite/CDLE-UnempBenefits/CDLE/1248095315427>

Connecticut – <http://www.ctdol.state.ct.us/progsupt/unemp/1/FileClaim.htm>

Delaware – <http://ui.delawareworks.com>
District of Columbia – <http://does.dc.gov/service/unemployment-compensation-process>

Florida – <http://www.floridajobs.org/job-seekers-community-services/reemployment-assistance-center/file-a-claim>

Georgia – http://www.dol.state.ga.us/js/file_unemployment_insurance_claim.htm

Hawaii – <http://labor.hawaii.gov>

Idaho – <http://labor.idaho.gov/dnn/Default.aspx?TabID=681&AspxAutoDetectCookieSupport=1>

Illinois – <http://www.ides.state.il.us/individual/certify/default.asp>

Indiana – <http://www.in.gov/dwd/2508.htm>

Iowa – <http://www.iowaworkforce.org/ui/file1.htm#1>

Kansas – <https://www.getkansasbenefits.com>

Kentucky – <http://www.kewes.ky.gov/>

Louisiana – http://www.laworks.net/UnemploymentInsurance/UI_Claimants.asp

Maine – <http://www.maine.gov/labor/unemployment/claims.html>

Maryland – <http://www.dllr.state.md.us/employment/unemployment.shtml>

Massachusetts – <http://www.mass.gov/lwd/unemployment-insur/>

Michigan – <http://www.michigan.gov/uia/0,1607,7-118--77962--,00.html>

Minnesota – <http://www.uimn.org/uimn/applicants/>

Mississippi – <http://mdes.ms.gov/unemployment-claims/>

Missouri – <http://www.labor.mo.gov/des/claims/>
Montana – <https://app.mt.gov/ui4u/index>

Nebraska – <https://uibenefits.nwd.ne.gov/BPSWeb/jsp/BPSClaimantWelcome.jsp>

Nevada – http://www.ui.nvdetr.org/UI_Agreement.html

New Hampshire – <https://nhuis.nh.gov/claimant/>

New Jersey – http://lwd.dol.state.nj.us/labor/ui/fileui/file_index.html

New Mexico – <http://www.dws.state.nm.us/UnemploymentInsurance/UIClaimsandBenefitsSystem/NMWorforceConnectionUISystem>

New York – <http://www.labor.ny.gov/unemploymentassistance.shtm>
North Carolina – <https://www.ncesc.com/individual/webInitialClaims/applyBegin.asp>
North Dakota – <http://www.jobsnd.com/unemployment-for-individuals>
Ohio – <http://unemployment.ohio.gov/>
Oklahoma – <https://unemployment.state.ok.us>
Oregon – <http://www.oregon.gov/employ/ui/pages/index.aspx>
Pennsylvania – <http://www.uc.pa.gov/portal/server.pt/community/eligibility/20593>
Puerto Rico – file via phone by calling 787-754-5353
Rhode Island – <http://www.dlt.ri.gov/ui/>
South Carolina – <http://dew.sc.gov/claim-land.asp>
South Dakota – <http://dlr.sd.gov/ui/uibenefits.aspx>

Tennessee – <http://www.tn.gov/labor-wfd/Claimants/appintro.html>
Texas – <http://www.twc.state.tx.us/ui/uicclaim.html>
Utah – <http://jobs.utah.gov/ui/Jobseeker/FileNew.asp>
Vermont – <http://www.labor.vermont.gov/Unemployed/taxbid/109/Default.aspx>
Virginia – <http://www.vec.virginia.gov/unemployed>
Virgin Islands – file in person only. Contact information is listed at <http://www.vidol.gov/OP/Contact.htm>
Washington – <http://www.esd.wa.gov/uibenefits/apply/eligibility/am-i-eligible.php>
West Virginia – http://www.wvcommerce.org/business/workforcewv/unemployment_compensation/claimants/default.aspx
Wisconsin – <http://dwd.wisconsin.gov/uiiben/>
Wyoming – <https://doe.state.wy.us/InetClaims/>

Section I: Labor Management Relations Implications

1. Q. Does a furlough cancel or supersede any provision contained within the collective bargaining agreement or other Memorandum of Understanding (MOU)?

A. No. All provisions and Agency obligations contained within the collective bargaining agreements and national, regional or local MOU's remain in full force and effect.

2. Q. Are Union representatives entitled to official time during the furlough period?

A. Yes. All provisions and Agency obligations contained within the collective bargaining agreements and national, regional or local MOU's remain in full force and effect.

3. Q. Will procedures to effect the furlough be developed?

A. Yes. The Parties at the National level will negotiate implementation procedures, although the timing of these negotiations may be different for a discretionary and a shutdown furlough.

Chapter 2 – Discretionary Furloughs

Section A: General

1. Q. For discretionary furloughs necessitated by Agency or LOB funding shortfalls, is the Agency required to provide employees 30 calendar days advance written notice and an opportunity to respond prior to issuing a decision to furlough?

A. Yes. The advance written notice and opportunity to respond are required for a planned furlough of less than 30 calendar days. The employee has the opportunity to reply to the notice orally and in writing

within fifteen (15) days from the date the employee receives notice proposing the action. The employee's response must be considered by the Agency prior to the final decision to furlough the employee.

2. Q. Are employees entitled to duty time and representation to prepare their responses?

A. Yes. The employee and the Union representative shall be granted a reasonable amount of excused absence and official time of up to sixteen (16) hours, if otherwise in a duty status. The timing of the grant of excused absence shall, to the maximum extent possible, be scheduled at the employee's convenience.

3. Q. Will the number of discretionary furlough days be continuous or discontinuous?

A. The Agency and the Union at the National level will negotiate the procedures the Agency will follow in the implementation of the furlough. However, a discretionary furlough may not exceed 30 continuous calendar days or 22 discontinuous work days.

4. Q. Will employees be allowed to select when they will take furlough days?

A. The Agency and the Union at the National level will negotiate the procedures the Agency will follow in the implementation of the furlough.

5. Q. Will all employees be on a discretionary furlough at the same time?

A. No.

6. Q. Are there employees that are "excepted" from the discretionary furlough?

A. No, The strict requirements of determining which employees are excepted or non-excepted is based on legally established criteria which does not apply to a discretionary furlough, as it does to a lapse of appropriation furloughs. When the Agency or LOB makes a decision to implement a discretionary furlough for 30 days or less there are no "excepted" employees.

7. Q. Would employees who are detailed or assigned outside the Agency during part, or the entire period, of a discretionary furlough be subject to furlough? What happens to staff being funded under reimbursable agreements (e.g., AIR personnel in the Military Certification Office – reimbursed by DoD)?

A. Employees on a reimbursable detail from the Agency would not be subject to furlough if full reimbursement continued. If reimbursement were reduced or eliminated, the employee would be subject to furlough. FAA employees assigned to non-Federal organizations who are on leave-without-pay from their Federal positions may continue working.

8. Q. How will the length of furlough day hours be calculated? Is this based on employees' work schedules, e.g. 8, 9, or 10 hours?

A. An employee's current work schedule, including AWS, determines the number of hours in their workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday.

9. Q. How would the Agency schedule a discretionary furlough for part-time employees?

A. For a part-time employee, the furlough requirements shall be prorated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.

10. Q. May an employee work on a discretionary furlough day in exchange for taking a day off at another time for religious observances?

A. No.

Section F: Requests for Leave during a Furlough period

1. Q. Can an employee request to be furloughed in lieu of paid leave—i.e., annual, sick, court, military leave, or leave for bone marrow or organ donation —after receiving a furlough notice, in order to meet the furlough requirements.

A. The Agency and the Union at the National level will negotiate the procedures the Agency will follow in the implementation of the furlough.

2. Q. Can an employee substitute furlough days for absences taken pursuant to the FMLA?

A. Yes, an employee may choose to substitute furlough days for periods of absence taken under the FMLA. These periods would offset the employees furlough requirement.

3. Q. What happens to ‘use of lose’ annual leave that cannot be taken as a result of a furlough?

A. If an employee is unable to use their “use or lose” annual leave due to staffing and workload needs during the furlough period, and if she/he is unable to schedule this leave prior to the end of the leave year, such annual leave shall be restored.

Section I: Payments upon Separation from Federal Service

1. Q. If there is a discretionary furlough, may employees who are separating receive a lump-sum payment for their unused annual leave?

A. The obligation of funds for a lump-sum annual leave payment is triggered by an employee's separation from Federal service. If an employee separates during a furlough period, the lump-sum annual leave payment will be paid.

Section J: Documentation of a Discretionary Furlough

1. Q. How is time on discretionary furlough documented?

A. An SF-50, "Notification of Personnel Action," must be prepared for each individual subject to furlough (or a list form of notification for a group of employees who are to be furloughed on the same day or days each pay period). A return-to-duty SF-50 is necessary only for return from a consecutive furlough, not for a return from a discontinuous furlough (nonconsecutive days).

Section K: Travel and Training

1. Q. What happens to employees who are away from their duty station on work assignment when the furlough period begins?

A. Any employee on temporary assignment away from the facility/office shall be reimbursed for expenses authorized by the FAATP during the furlough period. Travel vouchers submitted and approved in GovTrip prior to the furlough will be processed. The traveler is responsible for payment of his/her Travel Charge Card bill.

2. Q. Will employees on TDY continue to receive coverage under insurance and other provisions that typically cover employees on travel?

A. Yes. As long as the employee is on valid TDY (e.g., employees traveling home within 24 hours of furlough, long term TDY or international assignments that have not been cancelled) the employee will be covered by the same provisions and insurance as he/she would if there had been no furlough.

3. Q. When a discretionary furlough occurs, do training courses in progress continue? Is there a distinction between technical (safety critical) and non-technical training? How much time do they have to return? Do they need to return home prior to the anticipated beginning of a shutdown?

A. If a furlough occurs, the LOB should be capable of planning the employees' furlough days around training requirements. The nature of a planned discretionary furlough allows managers flexibility to work around training requirements. As a general rule, training should only continue to the extent that it contributes to the safety of human life or preservation of property.

4. Q. Should employees on long term TDY or on international long term assignment return to their home facilities in the event of a discretionary shutdown?

A. Employees on long term TDY or international long term assignment should not break lease agreements and return home to their permanent duty station.

Chapter 3 – Shutdown Furlough (emergency shutdown or for extended emergency due to an Act of God or unforeseeable circumstances)

Section A: General

1. Q. In the event of a shutdown furlough, can an employee be furloughed without first receiving a written notice of decision to furlough?

A. Yes. While an employee must ultimately receive a written notice of decision to furlough, it is not required that such written notice be given prior to effecting the emergency furlough or in person. Advance written notice is preferable, but when prior written notice is not feasible, then any reasonable notice (e.g., telephonic, oral, personal email, or by mail promptly after the furlough) is permissible.

2. Q. Are there employees that are “excepted” from a shutdown furlough?

A. The strict requirements for determining which employees are excepted or non-excepted is based on legally established criteria which does not apply to a discretionary furlough, as it does to a lapse of appropriation furlough. When the furlough is a result of the lapse of an appropriation, the term "excepted employees" refers to employees who are excepted from a furlough, **by law** because they: (1) perform emergency work involving the safety of human life or the protection of property, (2) are involved in the orderly suspension of agency operations, or (3) perform other functions exempted from the furlough. Note: "excepted employees" is not to be confused with "employees in the excepted federal service."

3. Q. How will the length of furlough day hours be calculated? Is this based on employees' work schedules, e.g. 8, 9, or 10 hours?

A. In a shutdown furlough, non-exempted or non-excepted employees will be furloughed for the entirety of their workday.

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

This Memorandum of Understanding (MOU) is made and entered into by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "Parties." This Agreement represents the Parties' clarification of the administration of the Pre-Arbitration Review (PAR) process outlined in Article 9, Section 8 of the Parties 2013 Collective Bargaining Agreement.

Section 1. Nothing shall preclude one of either Parties PAR representatives from observing the proceedings while other representatives are presenting grievances for neutral evaluation. Additional PAR representatives acting as observers shall be by mutual consent. Observers shall not speak or otherwise participate during the proceedings. If either side determines that an observer is being disruptive then they may ask the observer to be excused from the proceedings.

Section 2. No later than 30 days prior to the meeting, the Union shall make every reasonable effort to provide the Agency the names of the designated representatives.

Section 3. If at the PAR meeting, the Parties mutually agree to exclude a grievance from the PAR process, the timeline for the Union to request arbitration shall begin the day after the conclusion of the PAR meeting.

Section 4. The Parties agree that from the date the Union identifies the grievances pending the PAR to the conclusion of the PAR meeting, the Parties may identify local and regional grievances that are the subject of pending National grievances. Such grievances will be withdrawn from the PAR process and held in abeyance utilizing the abeyance template referenced in Section 7 of this MOU and attached.


Section 5. The Parties agree that the PAR is inclusive of grievances that arise from within the Aviation Technical Systems Specialists and Engineers & Architects bargaining units. The length and frequency of the PAR meeting shall be in accordance with Article 9 Section 8(a). Nothing in this agreement shall be construed as creating or allowing additional official time entitlements other than is determined by the length of the PAR meeting.

The Staff Support Specialists (SSS) are covered by the provisions of the 2009 Collective Bargaining Agreement PAR process.

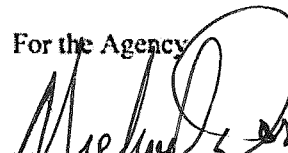
Section 6. The Parties agree to utilize the provisions of Article 9 Section 9(b) when seeking to remove a neutral evaluator from the PAR neutral panel.

Section 7. The Parties agree to utilize the attached forms for the resolution of grievances at the PAR. This shall include the: holding of a grievance in abeyance, settling of a grievance, sustaining of a grievance, remanding a grievance to the local level, withdrawal of a grievance, and PAR Summary Reporting completed and submitted in accordance with the PAR Summary Reporting instructions.

For the Union


Michael MacDonald Date 4-26-13

For the Agency


Michael Doss Date 5-21-13

1. PAR Decision Template
2. PAR Settlement Agreement Template
3. PAR Withdrawal of Grievance(s) Template
4. PAR Sustainment of Grievance(s) Template
5. PAR Remand of Grievance(s) Template
6. PAR Abeyance of Grievance(s) Template
7. PAR Summary Reporting and Instructions

PRE ARBITRATION REVIEW (PAR) DECISION
ARTICLE 9, SECTION 8

NATCA Number:

NATCA Presenter(s):

FAA Number:

FAA Presenter(s):

Date of Meeting:

Region:

Neutral Evaluator's Opinion/Recommendation:

Extension Requested by FAA

Extension Requested by NATCA

For extension, enter date answer due:

Note: Failure to respond by the date answer is due shall constitute a rejection of the Neutral Evaluator's recommendation.

Neutral Evaluators Signature: _____

FAA Accepts Does Not Accept Signed: _____

NATCA Accepts Does Not Accept Signed: _____

The Parties recognize that the party that disagreed with the neutral evaluator's opinion shall incur the arbitrator's fee and expenses if it does not prevail at the arbitration hearing. The arbitration decision must be sustained in full or denied in full for the said party to incur the arbitrator's fees and expenses.

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"

4
5 vs.

6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"

10
11
12 **SETTLEMENT AGREEMENT**
13 *Pre-Arbitration Review (PAR)*
14 *(Date)*

15
16
17 **FAA Grievance #:**
18 **Union Grievance #:**

19 **THIS AGREEMENT** is made and entered into by and between the National Air
20 Traffic Controllers Association, hereinafter referred to as the "Union", and the Federal
21 Aviation Administration, hereinafter referred to as the "Agency", and collectively known as
22 the "Parties". This Agreement consists of (X) pages and represents the entire
23 understanding of the Parties for the issues herein addressed.

24 *Insert settlement language.*

25 The terms of this agreement will not establish any precedent, nor will the
26 agreement be used as a basis by the Parties, or any representative organization, to seek or
27 justify similar terms in any subsequent case. This agreement is based solely on the fact
28 circumstances of this case, and cannot be used as comparison in any other case.

29 This agreement constitutes the complete understanding between the Parties, and
30 the captioned grievance is closed. This agreement does not constitute an admission by any
31 of the parties of any violation of any federal law, rule or regulation.

32 **FOR THE AGENCY:**

33 **FOR THE UNION:**

34
35
36 _____
Labor Technical Liaison Office Date

37 _____
NATCA Representative Date

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39
40 _____
Labor Relations Specialist Date

41 _____
NATCA Representative Date

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NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION, AFL-CIO, (Region)
"Union"

vs.

FEDERAL AVIATION ADMINISTRATION,
(Region)
"Agency"

**WITHDRAWAL OF
GRIEVANCE(S)
*Pre-Arbitration Review (PAR)***

**FAA Grievance #:
Union Grievance #:**

The Union respectfully withdraws, without prejudice to any interpretive issue(s) consisting therein, the above referenced grievance(s).

FOR THE UNION:

NATCA Representative Date

NATCA Representative Date

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"

4
5 vs.

6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"

Sustainment Decision
Pre-Arbitration Review (PAR)
(Date)

10
11
12 **FAA Grievance #:**
13 **Union Grievance #:**
14

15 **This decision is made by the Federal Aviation Administration, hereinafter referred to**
16 **as the "Agency". The above referenced grievance(s) are hereby sustained and**
17 **remedy requested granted in full or in part. If the Union is not satisfied with an in**
18 **part remedy granted by the Agency in the sustainment of a grievance, the Union at**
19 **the National Level may, within thirty (30) calendar days following receipt of this**
20 **decision or date answer was due, notify the Director, Office of Labor and Employee**
21 **Relations that it desires the matter (remedy dispute) be submitted to arbitration in**
22 **accordance with Article 9 Section 9.**
23

24
25 **The Agency shall:**

26
27 *Insert remedy language.*
28

29
30 **FOR THE AGENCY:**
31

32
33 _____
Labor Technical Liaison Office Date

34
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37 _____
Labor Relations Specialist Date

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46 **Joint PAR Sustainment Decision – Attachment (4)**

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"

4
5 vs.

6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"

Remand AGREEMENT
Pre-Arbitration Review (PAR)
(Date)

10
11
12 **FAA Grievance #:**
13 **Union Grievance #:**

14
15 **THIS REMAND AGREEMENT** is made and entered into by and between the National
16 Air Traffic Controllers Association, hereinafter referred to as the "Union", and the Federal
17 Aviation Administration, hereinafter referred to as the "Agency", and collectively known as
18 the "Parties". This Agreement consists of (x) page(s) and represents the entire
19 understanding of the Parties for the issues herein addressed.

20
21 The Parties agree that the above referenced grievance(s) are hereby remanded to
22 Step 2 of the grievance procedure. If unresolved at Step 2, further processing shall be in
23 accordance with Article 9 Grievance Arbitration procedures.

24
25
26 **FOR THE AGENCY:**

FOR THE UNION:

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30 _____
Labor Technical Liaison Office Date

NATCA Representative Date

31
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35 _____
Labor Relations Specialist Date

NATCA Representative Date

1 NATIONAL AIR TRAFFIC CONTROLLERS
2 ASSOCIATION, AFL-CIO, (Region)
3 "Union"

4
5 vs.

6
7 FEDERAL AVIATION ADMINISTRATION,
8 (Region)
9 "Agency"

ABEYANCE AGREEMENT
Pre-Arbitration Review (PAR)
(Date)

10
11
12 **FAA Grievance #:**
13 **Union Grievance #:**
14

15 **THIS ABEYANCE AGREEMENT** is made and entered into by and between the
16 National Air Traffic Controllers Association, hereinafter referred to as the "Union", and the
17 Federal Aviation Administration, hereinafter referred to as the "Agency", and collectively
18 known as the "Parties". This Agreement consists of one (1) page and represents the entire
19 understanding of the Parties for the issues herein addressed.
20

21 The Parties agree that the above references cases are subject of National Grievance
22 number XXXXXXXXXXXX. As such, the parties agree that the above referenced grievance(s)
23 are withdrawn from the PAR process and held in abeyance pending disposition of the
24 national grievance.
25

26 **FOR THE AGENCY:**

FOR THE UNION:

27
28
29
30 _____
Labor Technical Liaison Office Date

NATCA Representative Date

31
32
33
34 _____
Labor Relations Specialist Date

NATCA Representative Date

JOINT FAA/NATCA PAR Summary

Instructions for Completion

The attached PAR Summary Report is to be completed jointly by the Parties no later than 5 business days following the completion of each PAR. Regional AHR PAR representative(s) are responsible to e-mail completed forms to Shelly.Mlakar@faa.gov and NEARVP@Natca.com with a cc to the appropriate NATCA Regional Vice President and John.Covell@faa.gov. Any differences in the results are to be reconciled prior to sending the report.

- (A) **Cases Not Presented – Sustained:** Total number of grievances submitted to PAR and sustained by the Agency without presentation to the neutral.
- (B) **Cases Not Presented - W/D:** Total number of grievances submitted to PAR and withdrawn by the union without presentation to the neutral.
- (C) **Cases Not Presented - Settled:** Total number of grievances submitted to PAR and settled by the Parties without presentation to the neutral.
- (D) **Excluded unheard: Held Pending National Decision:** Total number of grievances submitted to PAR and held in abeyance in connection with a national grievance.
- (E) **Excluded unheard: Not Reached in Available Time:** Total number of grievances submitted to PAR, and not heard due to lack of time.
- (F) **No Opinion – Sustained:** Total number of grievances submitted to PAR and presented to the neutral evaluator but sustained by the Agency prior to an oral or written opinion by the neutral evaluator.
- (G) **No Opinion – W/D:** Total number of grievances submitted to PAR and presented to the neutral evaluator but withdrawn by the Union prior to an oral or written opinion by the neutral evaluator.
- (H) **No Opinion – Settled:** Total number of grievances submitted to PAR and presented to the neutral evaluator but settled by the Parties prior to an oral or written opinion by the neutral evaluator.
- (I) **Opinion: Agency Prevails – W/D:** Total number of grievances submitted to PAR and presented to the neutral evaluator but withdrawn by the Union after an oral or written opinion by the neutral evaluator favors the agency. Note: This is the category for cases where the neutral's opinion favors the Agency and both Parties circle "Accept" on the opinion form.
- (J) **Opinion: Agency Prevails – Settled:** Total number of grievances submitted to PAR and presented to the neutral evaluator but settled by the Parties after an oral or written opinion by the neutral evaluator favors the agency.
- (K) **Opinion: Agency Prevails – Union Rejects:** Total number of grievances submitted to PAR and presented to the neutral evaluator but the Union rejects an oral or written opinion by the neutral evaluator favoring the agency.

Joint FAA-NATCA Instructions for PAR Summary

- (L) Opinion: Union Prevails – Sustained:** Total number of grievances submitted to PAR and presented to the neutral evaluator where the agency accepts both the findings and the remedy (in whole or in part) of an oral or written opinion by the neutral evaluator favoring the union. Note: This is the category for cases where the neutral’s opinion favors the Union and both Parties circle “Accept” on the opinion form.
- (M) Opinion: Union Prevails – Settled:** Total number of grievances submitted to PAR and presented to the neutral evaluator where the agency accepts the findings of an oral or written opinion by the neutral evaluator favoring the union but negotiates a remedy with the union to close the grievance.
- (N) Opinion: Union Prevails – Agency Rejects:** Total number of grievances submitted to PAR and presented to the neutral evaluator but the Agency rejects an oral or written opinion by the neutral evaluator favoring the union.
- (O) Remanded:** Total number of grievances submitted to PAR and, at any stage of the proceedings, remanded to Step 2 by agreement of the Parties for further discussion. The Union’s right to appeal the grievance to arbitration in accordance with Article 9.8(i) is preserved if the local parties are unable to resolve the matter.
- Submitted to PAR:** Total number of Grievances submitted to PAR. This must be the sum of categories A through O as defined above.
- The attached summary sheet may be completed manually or by computer using the Excel-based PAR template workbook. Completing it on the computer automatically populates the summary sheet and computes the total number of grievances submitted. Either way, both Parties must endorse the tally, and it must be transmitted as described above. The neutral’s signature is not required.

Att.

Joint PAR Summary Reporting Instructions.Attachment (7)

Region: _____

Dates: _____

Total cases submitted to this PAR event:

Cases submitted for PAR: Event Results Tracking															Total cases submitted to PAR:
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Case Not Presented					Case Presented										
Sustained	W/D	Settled	Excluded		No Opinion			Opinion: Agency Prevails			Opinion: Union Prevails			Presented or not	
			Held pending national decision	Not Reached in Available Time	Sustained	W/D	Settled	W/D	Settled	Union Reports	Agency Sustains	Settled	Agency Rejects	Remanded to Step 2	
Categorized results: (Green = closed; red = union may elevate; either way no further PAR.)															0
As percentage of all cases submitted:															
Subtotal of cases not presented: 0					Subtotal no opinion: 0			Subtotal opinion > agy: 0			Subtotal opinion > union: 0				

Names (printed)

Agency Reps: _____

Union Reps: _____

Neutral: _____

Initials (endorsed on completion of PAR)

(Neutral's endorsement not required)

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

This Memorandum of Understanding (MOU) is made and entered into by and between the National Air Traffic Controllers Association ("NATCA" or "Union") and the Federal Aviation Administration ("FAA" or "Agency"), collectively known as the "Parties." This Agreement represents the Parties' complete understanding regarding the Agency's process to place Engineer and Architects Bargaining Unit Employees (BUS 0062) into full time F&E FTE Reimbursable Positions.

Section 1 In the event that it becomes necessary to place an employee into a reimbursable position, the Agency agrees to solicit volunteers from among qualified employees. All qualifications will be posted on the solicitation. The Agency will then assign the most senior volunteer(s). If there are insufficient volunteers, inverse seniority shall apply from among qualified employees.

Section 2 Should an employee who is assigned to a reimbursable position be selected for a position or work assignment outside the reimbursable program, the vacated position shall be filled by the process as outlined in Section 1 of this agreement.

Section 3 The Agency is responsible for providing the employee a written notification when they are placed into a reimbursable position. As a minimum, this notification must:

- a. explain why the administrative action is taking place;
- b. provide the effective date of the administrative action;

Section 4 Employees who are placed into reimbursable positions will not be required to relocate.

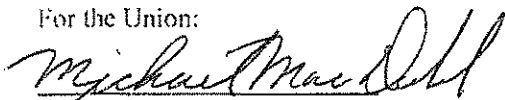
Section 5 This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either party.

Section 6 Should either party want to propose a change to this Agreement, they may contact the other party and upon mutual agreement of the Parties, that change shall be addressed in accordance with the provisions of Article 7 of the Parties Collective Bargaining Agreement.

Section 7 This Agreement shall become effective thirty (30) days from the date this Agreement is signed by the Parties or upon Agency Head Review, whichever occurs first.

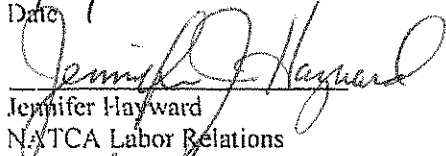
Section 8 This Agreement shall remain in effect during the life of the Parties current Collective Bargaining Agreement (dated August 5, 2007) and shall remain in effect during the Parties' successor Collective Bargaining Agreement.

For the Union:



Michael MacDonald
NATCA Region X RVP

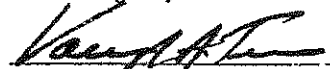
1/18/13
Date



Jennifer Hayward
NATCA Labor Relations

1/18/13
Date

For the Agency:



Vaughn A. Turner
VP, Technical Operations Serv.

1/16/13
Date



Roscoe Ridley
FAA Labor Relations Specialist

1/14/2013
Date

Agency Head Review

Date

Memorandum of Agreement (MOA)

Between Office of Budget, Reimbursable Oversight Division (ABP-420)
And Technical Operations (AJW)

Article I – Purpose

This Memorandum of Agreement (MOA) between the Office of Budget and Programs (ABP-1) and the Air Traffic Organization, Technical Operations Services (AJW) is to define the roles and responsibilities of the parties with respect to the management of designated Facilities and Equipment (F&E), Full Time Employee (FTE) reimbursable personnel.

This agreement pertains to the management of the 35 reimbursable F&E positions whose workload cannot be charged against a single specific reimbursable agreement, but who are fully engaged in multiple reimbursable agreements. Provisions below address those circumstances in which an employee must be removed from this program. Additional employees may be added to this agreement by concurrence from both parties.

Article II – Roles and Responsibilities

AJW will provide management and support in accordance with Reimbursable policy and guidance (e.g., FAA Order 2500.35D, FAA Financial Manual) in managing and supporting the AJW employees identified as full-time reimbursable F&E FTEs. AJW will receive support by various parties (e.g., AMZ-330, Acquisitions (ACQ), Legal (AGC), Service Centers (AJV-E, C & W), and ABP/Budget Office) throughout the reimbursable process. The specific responsibilities within the reimbursable process for each organization identified above are outlined in the FAA Reimbursable Standard Operating Procedure and FAA Financial Manual, Volume 4, Chapter 6.

The specific responsibilities for AJW in support of the reimbursable F&E FTEs include but are not limited to the following activities:

- Ensuring resource availability prior to the execution of the agreement
- Managing Reimbursable Agreement (RA) Funding (commitments, obligations, close-out)
- Managing and reviewing LDR/Cru-X hours
 - Monitoring employee Cru-X charges to ensure correct coding of hours from 12XXFANOPRA to the applicable RA project/s
 - Supervisors or the designees will verify that biweekly Cru-X/CASTLE report match exactly.

Article III – Roles and Responsibilities – ABP-420

The Reimbursable Oversight Division (ABP-420) will provide training on the reimbursable process and timekeeping to the managers as well as the identified reimbursable F&E FTE employees. The training will also include an overview of roles and responsibilities as they relate to reviewing and approving labor charges and the correction of labor charges.

ABP-420 will review and monitor the hours charged by the FTEs to reimbursable and non-reimbursable projects on a monthly basis. ABP-420 will provide this data to AJW and ABP management monthly. This close monitoring will help manage and track the indirect costs incurred.

Article IV – Financial Provisions

A portion of the Miscellaneous Overhead Collection receipts will be set aside to support the reimbursable identified F&E FTE's indirect hours (e.g., training, leave, advance support, etc.). AJW Supervisors are required to reassign a reimbursable employee that is not available to work on an RA due to workers compensation or extended annual or sick leave after three consecutive pay periods to a non-reimbursable (Direct) position. Should this action cause AJW to exceed the Activity 5 available position limit, AJW will attrite down to within their personnel authorized staffing number as soon as possible.

Article V – Special Financial Provision

ABP-420 acquires funds through the collection of indirect costs from designated agreements each fiscal year. Once ABP-520 records such funds, the funding will be transferred to the applicable account to cover the indirect costs outlined above.

In the event ABP-420 is unable to collect sufficient funding to support the overhead costs of these employees, the ATO will provide required funding.

Article VI – Term of the Agreement

This agreement shall be effective on the date of the last signature and shall remain in force until September 30, 2013. Both parties shall review the agreement 60 days prior to the end of the period of performance and determine if any revision is necessary before the agreement is renewed.

With a 60-day advance notice, either party can cancel this agreement. Should this agreement be terminated by either party, or allowed to lapse, AJW is required to immediately reassign the affected employees to a different common accounting number (CAN).

Article VII – Authority


ABP-420 and AJW agree to the provisions outlined in this agreement as indicated by the signatures of their duly authorized representatives. This MOA will be the primary reference document when dealing with the identified Reimbursable F&E FTEs.

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION


The following parties agree to execute this Memorandum of Agreement:

X 


Vaughn A. Turner, AJW-0
Vice President, Technical Operations Services, Air Traffic Organization
11/6/12
Date

X 

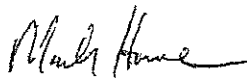
Tim Hall, AJG-R3
Manager Fiscal Prioritization and Analysis, Air Traffic Organization
11/8/12
Date

X 

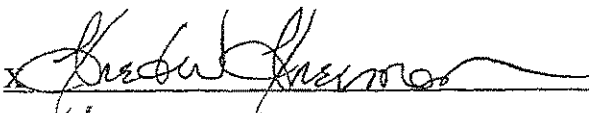
Rob Tucker, APB-360
Director, Capital Expenditures Program
11/6/12
Date

X 

Carl Burrus, APB-001
Director, Office of Budget and Programs
11/9/12
Date

X 

Mark House, ABA-001
Deputy Assistant Administrator for Financial Services/CFO
12/21/12
Date

X 

Senior Resource Manager AFN and Comptroller ~~AJF-IT~~ ABP500
11/8/2012
Date

**FAA AIRPORT ORGANIZATION (ARP)
AIRPORT VOLUNTARY REPORTING SYSTEM (AVRS)
for AIRPORT PERSONNEL REPRESENTED by NATCA
MEMORANDUM OF UNDERSTANDING**

- 1. PURPOSE.** The Federal Aviation Administration (“FAA”) and the National Air Traffic Controllers Association (“NATCA”) are committed to improving airport system safety. Each party has determined that safety would be enhanced if there were a systematic approach for all ARP employees represented by NATCA to promptly identify and voluntarily report potential safety hazards. The AVRS provides a process for a documented review of safety issues raised by Airport employees. Its purpose is to provide an avenue for employees to resolve safety issues without fear of retaliation and or discipline. This MOU describes the provisions of the program.
- 2. BENEFITS.** The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not be otherwise available. Employees will have the ability to quickly elevate airport safety issues directly to Headquarters.
- 3. APPLICABILITY.** The FAA AVRS MOU specifies the procedures between ARP and covered employees represented by NATCA while engaged in and supporting airport duties and only to safety events and problems that occur while acting in that capacity. Reports of events involving apparent noncompliance with airport directives that are not inadvertent or that involve gross negligence, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.
- 4. PROGRAM DURATION.** This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed. At the conclusion of the demonstration period, the parties may agree to maintain the AVRS as a continuing program or either party may terminate the program. The termination or modification of the program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; for example, when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed.
- 5. REPORTING PROCEDURES.** When an employee observes a safety-related event, he/she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

 - 5a. AVRS Report Form.** At an appropriate time during the duty day, the employee should complete the electronic AVRS form for each safety-related event and submit it within 72 hours after the end of the duty shift.

5b. If a covered employee submits a report involving possible noncompliance with FAA directives, the Oversight Board will review all available information to determine whether the covered individual knew or should have known about the possible noncompliance with FAA directives. If the Oversight Board determines that the covered individual did not know or could not have known about the possible noncompliance with FAA directives until informed of it, then the report would be included in AVRS, provided the report is submitted within 72 hours after the end of the covered individual's duty shift and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with FAA directives, then the report will not be included in AVRS.

5c. Nonreporting employees covered under this MOU. If an AVRS report identifies another covered employee in an event involving possible noncompliance with applicable FAA directives and that employee has neither signed that report nor submitted a separate report, the Oversight Board will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with applicable FAA directives. If the Oversight Board determines that the employee did not know or could not have known about the apparent possible noncompliance with applicable FAA directives, and the original report otherwise qualifies for inclusion under AVRS, the Oversight Board will offer the nonreporting employee the opportunity to submit his/her own AVRS report. If the nonreporting employee submits his/her own report within 72 hours of notification from the Oversight Board, that report will be afforded the same consideration under AVRS as that accorded the report from the original reporting employee, provided all other AVRS acceptance criteria are met. However, if the nonreporting employee fails to submit his/her own report within 72 hours of notifications from the Oversight Board, the possible noncompliance with applicable FAA directives by that employee will be referred to an appropriate office within FAA for additional investigation.

6. ARP VOLUNTARY SAFETY REPORTING OVERSIGHT BOARD (The Board). Initially, the Board will be comprised of ARP-2, AAS-1, APP-1, and a NATCA representative. The Board will only accept reports from covered employees. ARP will establish a separate Board for handling reports from non-covered employees. AAS-300 will provide staff support for the Board. The Board will review and analyze reports submitted by the employees under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The Board recommendations shall be provided to the appropriate ARP office director or regional division manager. The office of primary responsibility will report back to the Board within 60 days on how the Board's recommendations will be implemented, or the reasons why the recommendation cannot be adopted. The case may be reopened if the implementation action is not completed in a manner satisfactory to all members of the Board. The Board will provide feedback to the individual who submitted the report.

- 6a.** The Oversight Board may also make recommendations for changes to systemic issues within ARP. Any recommended changes will be forwarded through AAS-300 to the appropriate ARP Director or other FAA Line of Business for consideration and comment, and, if appropriate, implementation. If the Board recommends systemic changes, such as changes for training for employees, FAA will work with NATCA to develop the appropriate changes. AAS-300 will track the implementation of the recommendations or system corrective action and report on associated progress as part of the regular Oversight Board meetings. Any recommendations or systemwide corrective actions that are not implemented to the satisfaction of all members of the Board should be recorded along with an explanation of why they were not fully implemented.
- 6b.** Any training recommended to an individual by the Board for a report accepted under AVRS must be completed to the satisfaction of all members of the Board, or the AVRS report will be excluded from the program.
- 6c.** AAS-300 will maintain a database that continually tracks each case.
- 7. BOARD PROCESS.** The Board will meet as necessary to review and discuss reports that will be listed on an agenda submitted by the Program Office (AAS-300). The Board will determine the time and place of the meeting. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

 - 7a.** The Board will make its decisions involving AVRS issues based on consensus. Under AVRS, consensus of the Board means the voluntary agreement of all representatives of the Board. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each Board representative shall be empowered to make decisions within the context of the Board discussions on a given report. The Board representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the recommended corrective action that the Board will recommend. The system corrective action process would include working the safety issue(s) with the appropriate ARP office director or regional division manager that have the expertise and responsibility for the safety area of concern. ARP will not use the content of the AVRS report in any subsequent action against the reporting employee, except as described in paragraph 8.d, of this MOU. In the event the Board does not reach consensus, a summary report will be provided to ARP-1 and the NATCA Regional Vice President.
 - 7b.** The parties to this agreement anticipate safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

7c. The Board will forward nonsafety reports to the appropriate ARP manager or other FAA line of business for his/her information and, if possible, internal resolution.

7d. Use of the AVRS Report. Neither the written AVRS report nor the content of the written AVRS report will be used to initiate or support any ARP disciplinary action or as evidence for any purpose in an ARP airport safety inspector credential action, except as provided in paragraph 8d of this MOU. The FAA or ARP may conduct an independent investigation of an event disclosed in a report.

8. ENFORCEMENT.

8a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under AVRS:

8b. The covered employee must submit the report in accordance with the time limits specified under paragraph 5 of this MOU;

8c. Self Reporting. Any possible noncompliance with FAA directives disclosed in the report must be inadvertent and must not involve gross negligence; and,

8d. The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any action and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the Board for a determination of acceptability under AVRS. Back reports involving the aforementioned activities will be accepted under AVRS provided they otherwise meet the acceptance criteria contained herein.

9. **EMPLOYEE FEEDBACK.** The program office will publish pertinent data and trend information derived from the reports. Any employee who submitted a report may contact the program office to inquire about the status of his/her report. In addition, each employee who submits a report accepted under AVRS will receive individual feedback on the final disposition of the report, if appropriate.

10. **CONFIDENTIALITY.** The intent of the AVRS is to protect the identity of the employee reporting a safety issue. Because of the small number of ARP employees at any ARP facility, the parties agree that it is not possible to guarantee anonymity to a reporting employee. However, every effort will be made to maintain the employees confidentiality, and employee names will be removed before disposition is posted on the Web site. During the 18-month review, the parties will consider the volume of use of the system and the type of issues reported and whether these

indicators establish sufficient justification for ARP to pursue formal Part 193 disclosure protection if a decision is made to continue the program.

- 11. INFORMATION AND TRAINING.** The details of the AVRS will be made available to all employees and their supervisors by publication on the FAA Intranet at: https://intranet.faa.gov/faaemployees/org/linebusiness/arp/programs/safety_certification/reporting/

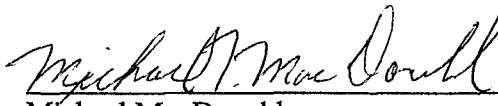
The Resolution Report, which will be linked from the main system page, will be hosted on the ARP SharePoint site to ensure only ARP employees can access it. ARP staff can access the reporting form by logging onto the FAA employee Web site.

Each employee and manager will receive written guidance outlining the details of the program at least four (4) weeks before the program begins. Each employee will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session and on a continuing basis in recurrent training thereafter. All new hire employees will receive training on the program during initial training.

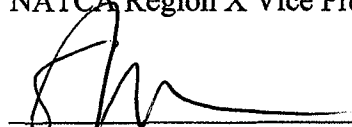
- 12. REVISION CONTROL.** Revisions to this MOU shall be documented using standard revision control methodology. Revisions to this MOU may be proposed by any party, will be conducted by the parties, and require a voluntary agreement between the parties before change can be affected.
- 13. RECORDKEEPING.** All documents and records regarding this program will be kept by the AVRS manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with all applicable airport directives and all applicable laws. NATCA and FAA will maintain whatever records they deem necessary to meet their needs.
- 14. SIGNATORIES.** All parties to this AVRS are entering into this agreement voluntarily.

NATCA and FAA SIGNATORIES:

For NATCA

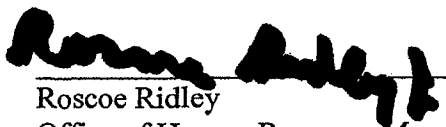
 1-22-14

Michael MacDonald Date
NATCA Region X Vice President

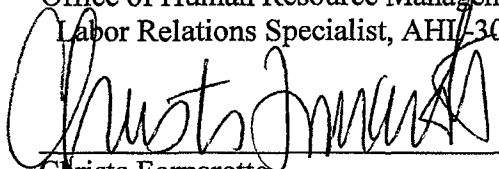
 1/22/14

Steve Hansen Date
NATCA National Safety Committee Chair

For FAA AGENCY

 12/23/13

Roscoe Ridley Date
Office of Human Resource Management,
Labor Relations Specialist, AHI-300

 12/19/13

Christa Fornarotto Date
Associate Administrator for Airports, ARP-1

Agency Head Review Date

AIR TRAFFIC SAFETY ACTION PROGRAM (ATSAP-X)
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE
FEDERAL AVIATION ADMINISTRATION

1. **GENERAL.** This agreement is between the Federal Aviation Administration (FAA) and FAA employees represented by the National Air Traffic Controllers Association (NATCA). Specifically those bargaining units covered by the Consolidated Collective Bargaining Agreement (Engineers & Architects, Staff Support Specialists, Aviation Technical System Specialists (Series 2186), and Flight Procedures Team (FPT). This agreement does not cover facility Staff Support Specialists. Facility Staff Support Specialists are covered by the ATSAP MOU dated 3/27/2008 and JO 7200.20.
2. **PURPOSE.** The FAA and NATCA are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by NATCA to promptly identify and correct potential safety hazards. The primary purpose of the Air Traffic Safety Action Program for the applicable bargaining units is for ATSAP-X to identify safety problems and events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate safety analysis and corrective action, all stakeholders join together in implementing this Voluntary Safety Reporting Program (VSRP) for employees represented by NATCA to improve flight safety through self-reporting, cooperative follow-up, appropriate skill enhancement, or system corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.
3. **BENEFITS.** The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective actions to help solve safety issues and possibly eliminate deviations from, and deficiencies in, applicable FAA Orders, National Airspace System (NAS) Modernization Documentation, flight procedures, and/or other engineering and flight activities in support of aviation safety. For a report accepted under this MOU, the FAA will take lesser action or no action against the submitter, depending on whether it is a sole-source report, to address an event involving possible noncompliance with applicable FAA Orders and/or NAS Modernization Documentation, and/or other engineering and flight activities in support of aviation safety.
4. **APPLICABILITY.** This VSRP applies to employees of the FAA represented by NATCA, and only to safety events and problems that occur while acting in that capacity. Reports involving apparent noncompliance with FAA Orders and/or NAS Modernization Documentation, and/or other engineering and flight activities in support of aviation safety that are not inadvertent

or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

5. PROGRAM DURATION. This is a Demonstration Program. The duration of which shall be 18-months from the date this MOU is signed. If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This VSRP may be terminated at any time for any reason by the FAA or NATCA. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated), all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When a covered employee observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

a. ATSAP-X Report Form. At an appropriate time during the duty day, the employee should complete the ATSAP-X Form online at _____ for each safety problem or event and submit it electronically. Reports should be filed within 24-hours after the end of the duty shift; absent extraordinary circumstances. If the electronic system is not available at the time he or she needs to file a report, the employee may contact the ATSAP-X hotline and leave a message concerning their intention to file a report. Notice given telephonically regarding an intent to file within the prescribed time limit must be followed by a formal report submission within 72-hours thereafter.

b. Time Limit. Reports that the Event Review Committee (ERC) determines to be "sole-source," will be accepted under this VSRP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a(2) and (3) of this MOU. Reports which the ERC determines to be "non-sole-source" must meet the same acceptance criteria, and must be filed within one of these two possible timeframes:

(1) Within 24-hours after the end of the duty day, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and an employee completes the duty shift for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the VSRP for any apparent noncompliance with applicable FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS, they must all submit separate reports for the same event.

(2) Within 24-hours of becoming aware of a possible non-compliance with applicable FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6b(1) above, the ERC will review all available

information to determine whether the employee knew or should have known about the possible noncompliance within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance until informed of it, then the report would be included, provided the report is submitted within 24-hours of having become aware of a possible noncompliance, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance, then the report will not be included in VSRP.

c. Non-reporting employees covered under this ATSAP-X MOU. If an ATSAP-X report identifies another covered employee in an event involving possible noncompliance with FAA Orders, NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS and that employee has not submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance, and the original report otherwise qualifies for inclusion under ATSAP-X, the ERC will offer the non-reporting employee the opportunity to submit his/her own ATSAP-X report. If the non-reporting employee submits his/her own report within 24-hours of notification from the ERC, that report will be afforded the same consideration under ATSAP-X as that accorded the report from the original reporting employee, provided all other ATSAP-X acceptance criteria are met.

d. Non-reporting employees not covered under this MOU. If an ATSAP-X report identifies another FAA employee who is not covered under this MOU, and the report indicates that an employee may have been involved in possible noncompliance with FAA Orders and/or NAS Modernization Documentation, or other safety-related activity while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ATSAP-X report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about this VSRP and invite the employee to submit an ATSAP-X report. If the employee submits a report within 24-hours of notification from the ERC, that report will be covered under this MOU; provided all other ATSAP-X acceptance criteria are met.

7. POINTS OF CONTACT. The ERC will be comprised of one representative from FAA management, one representative from ATO Safety, and one representative from NATCA assigned as the ATSAP-X representative, or designated alternatives in their absence. The ATO Safety Representative's primary function is to provide a neutral perspective and to ensure Agency compliance with VSRP processes and policies. In addition, FAA will designate one person who will serve as the ATSAP-X manager. The ATSAP-X manager will be responsible for program administration, and will not serve as a member of the ERC.

8. VSRP OFFICE AND ELECTRONIC REPORTING SYSTEM. When the ATSAP-X reporting system receives a report, the date and time of any event described in the report and the date and time the report was submitted will be recorded. The report will be placed, along with

all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the system will send an electronic receipt to each employee who submits a report. The VSRP office will serve as the focal point for information about and inquiries concerning the status of ATSAP-X reports and for the coordination and tracking of ERC recommendations. The VSRP office will work collaboratively with NATCA.

The VSRP office will maintain a database that continually tracks each event and the analysis of those events. The ATSAP-X manager will conduct a 12-month review of the ATSAP-X database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. This review will include recommendations for corrective action for recurring events indicative of adverse safety trends. This review is in addition to any other reviews conducted by the FAA.

The VSRP office will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report 60-days in advance of the termination date of the demonstration program.

9. EVENT REVIEW COMMITTEE. The ERC will review and analyze reports submitted by the employees under the program, identify actual or potential safety problems from the information contained in the reports, and may propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report in a timely manner.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ATSAP-X manager. The ERC will determine the time and place of the meeting. The ERC will meet at least once-a-month or as determined by the ERC members, while taking into consideration the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving reported issues based on consensus. Under this VSRP, consensus of the ERC means the voluntary agreement of all the representatives in the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach a consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS, reported under

ATSAP-X. In collaboration with NATCA, the corrective action process will include working the safety issue(s) with the appropriate departments at the FAA that have the expertise and responsibility for the safety area of concern. The FAA will not use the content of the ATSAP-X report in any subsequent disciplinary action, except as described in paragraph 10a(3) of this MOU.

c. It is anticipated that various types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of air traffic control and the NAS; as well as reports that are of a general safety concern, but do not appear to involve possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of air traffic control and the NAS; and other types of safety-related reports. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC will forward non-safety related reports to the appropriate FAA department head for his/her information and, if possible, internal (FAA) resolution. For reports related to air traffic safety, including reports involving possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation activities and/or flight activities in support of aviation safety and the NAS, the ERC will analyze the report, conduct interviews of reporting employees if necessary, and gather additional information concerning the matter described in the report.

e. The ERC should also make recommendations to the FAA for corrective action of systemic issues. For example, such corrective action might include changes to procedures or the training curriculum for Engineers and Architects. Any recommended changes will be forwarded through the VSRP office to the appropriate FAA department head for consideration and comment, and, if appropriate, implementation. The FAA will work with NATCA to develop appropriate corrective action for systemic issues. The VSRP office will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented, should be recorded and monitored along with the reason it was not implemented.

f. Any individual corrective action recommended by the ERC for a report accepted under this MOU must be completed to the satisfaction of all members of the ERC, or the ATSAP-X report will be excluded from the program.

g. Use of the FAA ATSAP-X Report: Neither the written ATSAP-X report nor the content of the written ATSAP-X report will be used to initiate, support, or as evidence for any disciplinary action. The ATO may conduct an independent investigation of an event disclosed in a report as long as it is known through other means.

10. FAA ENFORCEMENT.

a. **Criteria for Acceptance.** The following criteria must be met in order for a report to be covered under this VSRP:

(1) The employee must submit the report in accordance with the time limits specified under paragraph six of this MOU;

(2) Any possible noncompliance with applicable FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS disclosed in the report must not appear to involve an individual knowingly introducing a substantial and unjustifiable level of risk or intentional disregard for safety; and,

(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under this MOU. Such referred, back reports will be accepted under this VSRP provided they otherwise meet the acceptance criteria contained herein.

b. **Sole-Source Reports.** The ERC shall consider a report to be "sole-source" when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ATSAP-X reports that are covered under the program and are sole-source reports will be addressed with an ERC response. It is possible to have more than one "sole-source" report for the same event or safety problem.

c. **Reports Involving Qualification Issues.** ATSAP-X reports covered under the program that demonstrate a lack, or raise a question of a lack of qualification of an employee will be addressed through corrective action, if such action is appropriate and recommended by the ERC.

d. **Excluded from ATSAP-X.** Reported events involving possible noncompliance with FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation activities in support of aviation safety and the NAS that are excluded from ATSAP-X due to the reasons outlined in 10a (3) will be referred to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

e. **Corrective Action.** Reports initially covered under this MOU will be excluded from the program and the submitter not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action (for example, training or Professional Standards) in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC

recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

f. Repeated Similar Instances of Noncompliance. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with no action under ATSAP-X will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph six above. The ERC will consider on a case-by-case basis, the corrective action that is appropriate for such reports.

g. Closed Cases. A closed ATSAP-X case, including a related enforcement investigative report involving a noncompliance addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened by consensus of the ERC and appropriate enforcement action taken if evidence later is discovered that establishes that the noncompliance should have been excluded from the program.

11. EMPLOYEE FEEDBACK. The VSRP office will provide regular feedback to the employees in a manner acceptable to the ERC. A monthly report will be published covering the number of reports received, the number of reports accepted and rejected, a list of the top issues raised, corrective action recommendations, and results. This report will be available on a designated page on the FAA employees website (<http://www.myfaa.gov>). Any employee who submitted a report may also contact the VSRP office to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ATSAP-X will receive individual feedback on the final disposition of the report.


12. INFORMATION AND TRAINING. The details of the VSRP will be made available to all Engineers and Architects engaged in, and supporting aviation safety in appropriate NATCA and FAA publications. All personnel will receive written guidance outlining the details of the program at least two weeks before the program begins. Personnel will also receive additional instruction concerning the program during the next regularly scheduled training session, and on a continuing basis in training thereafter. All new-hire personnel will receive training on the program during initial training.

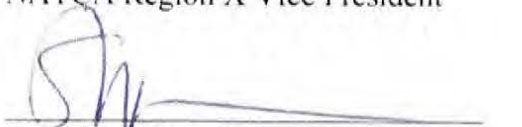
13. REVISION CONTROL. Revisions to this MOU may be proposed by any party, and will require agreement between the parties before change can be affected.

14. RECORDKEEPING. All documents and records regarding this program will be kept by the VSRP office and will be made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with all applicable FAA Orders and/or NAS Modernization Documentation, while performing engineering and implementation and/or flight activities in support of aviation safety and the NAS. NATCA and FAA will maintain records they deem necessary to meet their needs.


15. SIGNATORIES. All parties to this ATSAP-X MOU are entering into this agreement voluntarily.

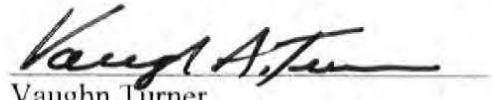
For the Union:


Michael McDonald
NATCA Region X Vice President



Steve Hansen
NATCA National Safety Representative

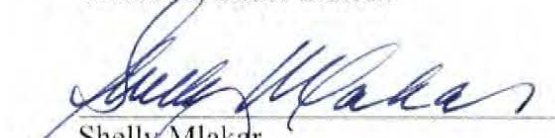
For the Agency:



Joseph Teixeira
Vice President, Safety and Technical Training


Vaughn Turner
Vice President, Technical Operations


Elizabeth Ray
Vice President, Mission Support Services


James V. Dunford
Technical Labor Liaison


Shelly Mlakar
Director, Labor and Employee Development


Michael Doss
Director, Collective Bargaining
Services, AHL-300

Date: 12/9/2014

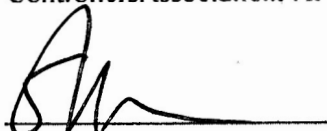
**Memorandum of Understanding
Between
National Air Traffic Controllers Association, AFL-CIO
And
Federal Aviation Administration**

This Memorandum of Understanding ("Agreement") is entered into by and between the National Air Traffic Controllers Association, AFL-CIO ("Union" or "NATCA"), and the Federal Aviation Administration ("Agency" or "FAA"), collectively known as "the Parties." The parties agree as follows:

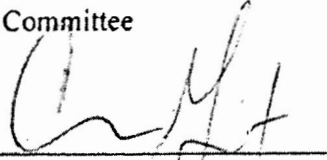
Section 1. The FAA and NATCA are committed to improving air traffic control system safety. To that end the agency agrees to work collaboratively with NATCA on the development and/or modification of Air Traffic Safety Guidance (ATO-SG) documents.

This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement.

For the National Air Traffic
Controllers Association, AFL-CIO:


Steve Hansen

Chairman National Safety
Committee

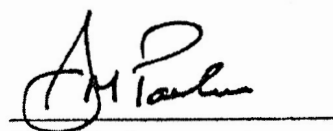


Christopher Gant
Sr. Labor Relations
Attorney

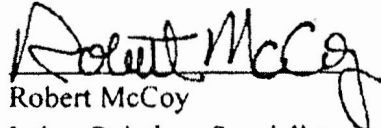
4/20/15
Date

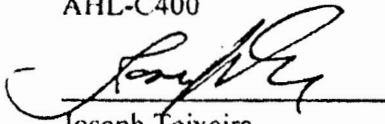
4/20/15
Date

For the Federal Aviation Administration:


Mark Paulus

Technical Labor Liaison
Management Services
AJG-L11


Robert McCoy
Labor Relations Specialist
AHL-C400


Joseph Teixeira

Vice President for
Safety & Technical Training
AJI-0

4/8/15
Date

4/8/15
Date

4/8/15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND
FEDERAL AVIATION ADMINISTRATION**

This Memorandum of Understanding (“MOU”) is entered into between the National Air Traffic Controllers Association, AFL-CIO (“NATCA” or the “Union”) and the Federal Aviation Administration (“FAA” or the “Agency”), herein collectively referred to as “the Parties.” This MOU represents the complete understanding between the Parties regarding the Agency’s Mandatory Hazardous Materials Transportation Training for Technical Operations Personnel.

Section 1. The Agency shall use the Training Needs Assessment Tool (TNAT) or any other means to identify all NATCA represented Technical Operations Personnel who may reasonably be responsible for:

- Determining whether a material is a Hazardous Material;
- Determining proper packaging for a Hazardous Material;
- Putting the Hazardous Material in a package for transportation;
- Marking and labeling Hazardous Material packages;
- Filling out and/or signing shipping papers (e.g. manifests) for the shipping of Hazardous Material;
- Loading or unloading Hazardous Material from vehicles;
- Operating a vehicle transporting Hazardous Material.

Section 2. The Agency shall ensure that all NATCA represented personnel identified in accordance with Section 1 above, receive initial and recurring Mandatory Hazardous Materials Transportation Training pursuant to JO 6000.205.

Section 3. If an Engineer is identified as a HAZMAT employee he or she will complete all required training prior to the assignment of work directly affecting hazardous materials transportation safety. This training must adequately ensure a requisite knowledge to comply with any Pipeline and Hazardous Materials Safety Administration rules and/or regulations, and any other applicable Federal, State and Local laws and regulations pertaining to the handling of hazardous materials.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.

Section 5. This MOU is effective on the date signed by the parties and remains in effect until reopened by mutual agreement of the Parties.

For the Union:

For the Agency:

Kevin Hale 7-31-2015
Kelvin Hale Date

Carol McCrery 7/31/15
Carol McCrery Date
AHL-300

Damien Maree 9/3/15
Damien Maree Date

Richard Maltbie 7/31/15
Richard Maltbie Date
AJG-L12

Mike Odryna 8/3/2015
Mike Odryna Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE
FEDERAL AVIATION ADMINISTRATION**

This Agreement is made 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 between the Parties at the national level concerning the procedures under the FAA-wide Hearing Conservation Program (HCP), 29 CFR 1910.95 and FAA Order 3900.19X.

Employees in the 2152 job series do not fall under Hearing Conservation Program (HCP), 29 CFR 1910.95 and FAA Order 3900.19X. Therefore they are not subject to the terms of this agreement.

Section 1. The Agency will only enroll employees in the HCP when their work environments include areas of potentially high noise at or above OSHA’s action level described in 29 CFR 1910.95. The Agency will conduct worksite-specific, task-based noise evaluations to determine which employees are exposed to noise that reaches the threshold level.

Section 2. The Agency will enroll such employees using the attached NATCA HCP Determination Form. The Agency will provide the blank form to the employee’s first-line supervisor, and the supervisor will complete the form with the employee. The employee and supervisor will sign the form and forward the form to the Service Area/Alaska District Hearing Conservation Program Administrator.

Section 3. The Agency will provide enrolled employees with operational personal protective equipment (PPE) appropriate for the type and level of noise exposure.

Section 4. Within 15 days of being identified for inclusion in the HCP, each employee will perform a one-time demonstration of their ability to utilize the appropriate PPE. Identified employees will complete eLMS Hearing Conservation training as required. The Agency will provide employees with up to one hour of duty time to complete this training.

Section 5. Federal Occupational Health (FOH) will perform all employee audiograms under the Agency’s HCP. Any change in audiogram provider or process will be negotiated with the union as appropriate.

Section 6. FOH will maintain all records containing employee medical information from this date forward, including the attached FOH Form 6, FOH Form 16, and FOH Form 17A. The Agency will not seek, receive or maintain these forms or any forms containing employee personal identifiable information (PII) as part of the HCP, except as necessary to comply with relevant OSHA regulations. Any changes with the file retention provider or process will be negotiated with the union as appropriate. All occupational medical records maintained by the agency shall comply with Privacy Act requirements.

Section 7. The Parties recognize that employees who have worked for the Agency prior to their enrollment in the Agency's HCP may have already sustained hearing loss as a result of their noise exposure. Thus, some baseline audiograms obtained through the HCP may not accurately document whether the employee has sustained occupational hearing loss over his or her FAA career.

Section 8. The Agency will release employees from the facility on duty time to obtain all Agency HCP related audiograms, including baseline, annual, follow-up, and exiting audiograms.

Section 9. After an audiogram, the FAA will receive the FOH Form 33. The employee will receive a copy of FOH Form 33 via email.

Section 10. The Agency will not use the results of any audiogram or further clinical evaluation performed under the HCP to evaluate an employee's fitness for duty. Employees who do not have medical qualification standards will not be subjected to any administrative action due to a known or suspected hearing loss, except for providing a reasonable accommodation.

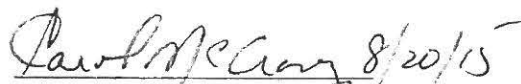
For the Union:


For the Agency:


Ryan Smith Date
8/24/15


Vaughn A. Turner Date
8/21/2015
Vice President
Technical Operations Services


Nicole Vitale Date
8/24/15


Carol McCrahey Date
8/20/15
AHL-300


Phil Barbarello Date
8-21-2015


Mark DePlasco Date
8/20/15
AJG-L

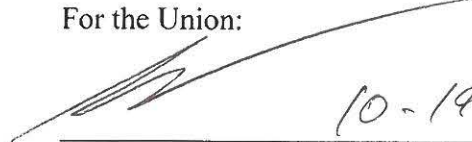
Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by the National Air Traffic Controllers Association, AFL-CIO (“NATCA” or “the Union”) and the Federal Aviation Administration (“FAA” or “the Agency”), herein collectively referred to as “the Parties.” This MOU represents the complete understanding of the Parties at the national level concerning the implementation of Human Resources Policy Manual (“HRPM”), Volume 11: Guidance on Emergency Situations (“EMS 11.4”) and the corresponding Human Resources Operating Instructions (“HROI”). The Parties agree as follows:


1. The provisions of EMS 11.4 and the HROI, as related to updating an individual’s “My FAA Profile,” shall only apply to NATCA bargaining unit employees (“BUEs”) who regularly access the FAA’s intranet to perform their primary job functions. The application of these provisions does not apply to Air Traffic Control Specialists – 2152. In the event that there is any question about the application of these provisions to a particular job series/function, the Parties will resolve those questions at the National Level.
2. The Agency will negotiate any change to existing practices, policies, or procedures, with regard to the collection of emergency contact information from BUEs who are not required to update their “My FAA Profile” under Section 1 of this Agreement.
3. Any update to a BUE’s “My FAA Profile” shall be done while in a duty status.
4. In the event that NATCA BUEs are required to travel to complete any part of the process referenced in Section 1, the Agency shall reimburse or otherwise compensate the BUE in accordance with the FAA’s Travel Policy and the Parties’ collective bargaining agreements (CBAs) regarding Temporary Duty Travel.
5. The Parties agree that the provisions of EMS 11.4 and the HROI apply exclusively to BUEs who are on-duty. The provisions of Article 19, Hazardous Geological/Weather Conditions, of the appropriate CBA shall apply to BUEs who are off-duty.
6. The provisions of this MOU shall not be construed to alter, amend, modify, or otherwise conflict with any existing national, regional and/or local agreements or practices that are not explicitly covered by this MOU.

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

For the Union:



Phil Barbarello 10-19-2015
Date




Dean Iacopelli 10/19/15
Date

For the Agency:



Carol McCrarey 10/16/15
Date
AHL-300



for Mark DePlasco 10/16/2015
Date
AJG-L



Michael Hogge 10/16/2015
Date
AHP-100

**Memorandum Of Understanding
Between the
National Air Traffic Controllers Association, AFL-CIO
And the
Federal Aviation Administration**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the National Air Traffic Controllers Association – AFL-CIO (“NATCA or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively referred to as the “Parties.” This Agreement represents the complete understanding between the Parties regarding the use of the Currency Dashboard. The Currency Dashboard system is designed for all employees to have access to monthly currency statistics. It will display individual currency information as well as detailed currency reports by facility and areas within a facility.

This Agreement is applicable to Air Traffic Controller Specialists, Traffic Management Coordinators/Specialists, and Staff Support Specialists, who maintain currency.

- Section 1.** All Bargaining Unit Employees (BUE) that maintain currency will receive a briefing on the information necessary to access and utilize the Currency Dashboard. All employees will be granted access to the Currency Dashboard. Upon receiving a briefing CICs will utilize Currency Dashboard as described in Section 2 of this agreement.
- Section 2.** The Currency Dashboard will be used by BUEs when performing Controller in Charge (CIC) duties on the first day of the calendar month to ensure employees who have not met their currency requirements for the previous calendar month are not assigned operational duties. BUEs may access the tool for individual currency information.
- Section 3.** Employees not meeting monthly currency requirements shall be scheduled for recertification on their first scheduled shift of the month following the calendar month in which currency requirements were not met, or as soon as practicable thereafter, on an employee’s regularly scheduled shift.
- Section 4.** This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.
- Section 5.** This Agreement will terminate upon the expiration of the Parties’ 2009 Collective Bargaining Agreement, unless specifically extended by mutual agreement of the Parties.

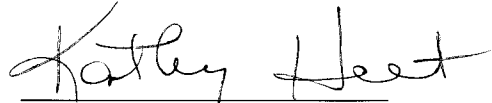
Signed this 29th day of February 2016.


For NATCA:



Dean Iacopelli


Phil Barbarello

For FAA:


Kathy Heet

 3/7/16
Chad Timm

 3/7/16
Carol McCraey

MEMORANDUM OF UNDERSTANDING
Between the
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION – AFL-CIO
and the
FEDERAL AVIATION ADMINISTRATION

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the National Air Traffic Controllers Association – AFL-CIO (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively referred to as the “Parties.” This Agreement represents the complete understanding between the Parties regarding the Agency’s implementation of MedXpress.

This Agreement is applicable to Air Traffic Controller Specialists, Traffic Management Coordinators/Specialists, and Staff Support Specialists, who maintain currency, and any other Bargaining Unit Employee required to have a medical clearance.

Section 1. The MedXpress system is designed for all applicants and employees to electronically complete and submit the application for Airman Medical Certificate (FAA Form 8500-8). The Agency shall notify the Union at least thirty (30) days prior to mandating NATCA Bargaining Unit Employees to utilize MedXpress.

Section 2. Prior to implementation, Bargaining Unit Employees will receive a briefing on all information necessary to access and utilize the MedXpress system.

Section 3. Access to information contained within the MedXpress system shall be password protected and restricted to each individual employee, the Regional Flight Surgeon (“RFS”), Aviation Medical Examiner (AME), and other FAA representatives consistent with all applicable laws, the Parties’ Collective Bargaining Agreement (“CBA”) and the Agency’s policies, orders, rules and regulations. Bargaining Unit Employees will not be required to access or maintain a FAA.gov email address for the purpose of accessing the MedXpress system.

Section 4. For employees who do not have personal workstation with computer and printer access, a computer and printer for the purpose of using MedXpress, will be provided in a location mutually agreeable to both Parties at the local level that provides employees with privacy. MedXpress is accessible from the public Internet.

Section 5. MedXpress shall be accessible in any of the following browsers: Google Chrome, Microsoft Explorer, Mozilla Firefox and Apple Safari. Employees shall be granted sufficient duty time, if otherwise in a duty status, to access and utilize MedXpress

Section 6. Employees shall set up their MedXpress account, and complete a new application electronically for Medical Clearance (FAA form 8500-8) in preparation for their physical examination by an AME. Upon initial MedXpress application creation, the employee shall enter a unique personal ID (Applicant ID) to be supplied by the agency. Employees shall have the option to save a copy of the online application within MedXpress until submitted. Prior to submitting the application, the employee shall be able to modify it for up to thirty (30) days from the initial creation date of the application. If an application remains in an un-submitted state for over thirty (30) days, it shall be deleted by the system. Upon application submission, the employee shall be able to view and print the submitted application. At the time of submission, the employee shall also be able to save an electronic copy of the submitted application on a medium of their choosing. Until the application has been submitted, the Agency will not track, monitor or use the information for any purpose.

Section 7. After submission of the application in MedXpress the employee will receive a confirmation email sent by the FAA to the email address entered by the employee when creating their MedXpress account. This email address will be used by the Agency for all MedXpress correspondence. The confirmation email shall serve as proof of application submission and will contain a confirmation number that the employee will need to provide to the AME to perform the physical examination. If an employee is not examined by an AME within sixty (60) days of the application submission date, the application shall be deleted by the system. The Agency will not track or maintain a record of the application once deleted from the system.

Section 8. While in the AME office, the employee may elect to modify their responses after discussion and clarification with the AME, who will be responsible for recording the changes. If amendments are made the employee will be provided a copy of the amended form. The system will maintain an audit trail showing original information as submitted by the employee and revised information as entered by the AME. If changes were made to the application, the RFS office shall provide an electronic copy of the completed/revised application summary sheet (8500-8 including audit trail changes) to the employee via encrypted email.

Section 9. Upon receipt of the application summary sheet, the bargaining unit employee shall advise the RFS as soon as possible but not more than fourteen (14) calendar days, in writing, of any inaccuracies in the fields modified by the AME. If the bargaining unit employee was not at work during the entire 14-day period, they must submit corrections before performing safety related duties. The RFS office shall provide an electronic copy of the completed/revised application summary sheet and the written amendments to the employee via encrypted email.


Section 10. The RFS will attempt to contact the bargaining unit employee before prohibiting the employee from performing safety related duties based upon changes made by the AME.

Section 11. Nothing in this Agreement waives any rights employees and the Union would otherwise have under the NATCA/FAA Collective Bargaining Agreements, Memoranda of Understanding, applicable laws, rules, regulations and past practice.

Section 12. This Agreement shall remain in full force and effect for the life of the current Collective Bargaining Agreement.

Signed this 3 day of June 2016.


For NATCA:



Phil Barbarello

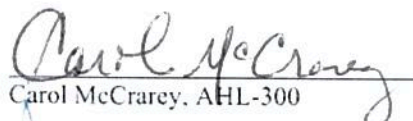


Dean Iacopelli




Ryan Smith

For the Agency:



Carol McCrerey, AHL-300



James R. Fraser, MD-AAM



Mark DePlasco, AJG-L

**Memorandum of Understanding
Between The
National Air Traffic Controllers Association, AFL-CIO
And The
Federal Aviation Administration**

This Agreement is entered into 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 between the Parties at the national level concerning the application of Alaska Region Policy, Order 1600.69C (AL SUP1), "Personal Use Weapons in Remote Alaska Locations" to NATCA Bargaining Unit Employees.

Section 1. The Parties recognize that the Regional Administrator, Alaskan Region, shall publish and update on a continuing basis the written training modules that have been approved as meeting the training requirements of Alaska Order 1600.69C. A list of the training modules shall be available on the FAA Alaskan Region's internal website.

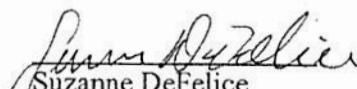
Section 2. Should GSA or another entity enact regulation(s) prohibiting weapons in Government Owned Vehicles (GOVs) or in rental vehicles, such regulation(s) shall furnish no basis to discipline employees as long as the employees have otherwise maintained compliance with the terms and conditions of Alaska Order 1600.69C.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement on behalf of either Party.

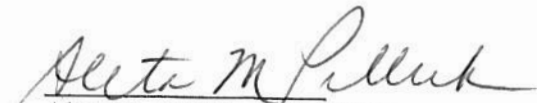
Section 4. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this ^{7th} / day of July 2017.

For NATCA:


Suzanne DeFelice
NATCA

For the FAA:


Aleta M. Pillick, AHL-W100

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 Memorandum of Understanding (MOU) represents the complete understanding of the Parties concerning Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 – Standards of Conduct (ER-4.1) and Policy Chapter Supplement ER-4.1a – Use of Social Media by FAA Employees (ER-4.1a).

Section 1. The Parties agree that ER-4.1a Paragraph 7 – Personal Use of Social Media shall not apply to NATCA bargaining unit employees (BUEs). The revised ER-4.1a Paragraph 7 set forth in Appendix A to this MOU shall apply to NATCA BUEs.

Section 2. The Parties agree that ER-4.1a Paragraph 3.b shall not apply to NATCA BUEs. For NATCA BUEs, “Endorsement” shall be defined as “a public statement of support or approval.”

Section 3. The Parties agree that the language in ER-4.1 Paragraph 7.i, first bullet regarding “[a]ny personal violation that has the possibility or appearance of impacting on the employee’s position” shall apply only to ethical violations.

Section 4. 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.

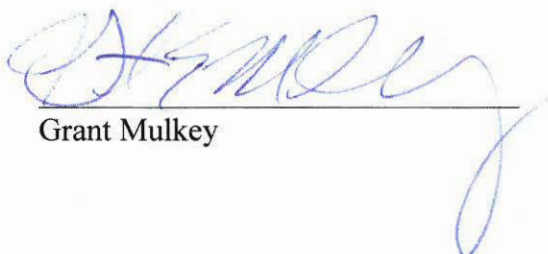
Section 5. This MOU shall remain in full force and effect for the duration of the Parties’ CBAs, unless modified by mutual agreement of the Parties.

Signed this 4 day of October 2017.

For the Union:

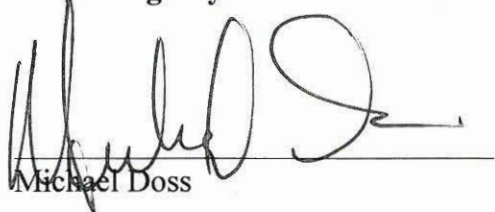


Dean Iacopelli

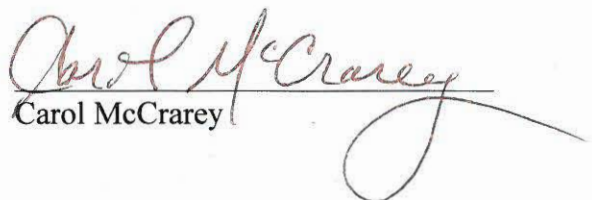


Grant Mulkey

For the Agency:



Michael Doss



Carol McCroney

APPENDIX A

7. Personal Use of Social Media.

a. Personal use of social media during duty time is allowed for FAA employees on a limited basis. The use of social media may occur during breaks and/or lunch periods regardless of duty status.

b. Personal use of social media, during duty and/or off-duty time, may form the basis for discipline if the conduct exhibited violates the provisions of ER-4.1 Standards of Conduct, or is otherwise prohibited by law, rule, or regulation, not including this policy supplement. Employees may not be disciplined for misconduct related to their personal use of social media in a non-duty status unless there is a nexus between the off-duty misconduct and the efficiency of the service. Violation of this policy supplement does not in and of itself create this nexus.

c. The following requirements **must** be followed when using social media for personal purposes:

(1) Employees **must**:

- Not misuse their FAA position or give the appearance of misuse on social media forums (e.g., use their government position for private gain or to imply endorsement of organizations, products or services).
- Exercise sound judgment and ensure a distinct separation between their personal use of social media and their job responsibilities.
- Be responsible for the materials displayed on their personal devices in an FAA facility.

**MEMORANDUM OF UNDERSTANDING FOR CAREER PROGRESSION
FOR DRUG ABATEMENT INSPECTORS**

This agreement is made and entered into by the National Air Traffic Controllers Association, hereinafter referred to as (“NATCA” or “Union”), and the Federal Aviation Administration Drug Abatement Division, hereinafter referred to as (“FAA” or “Agency”), and collectively known as “the Parties.” This Agreement represents the complete understanding between the Parties at the National level concerning implementation of the Career Progression Promotion Criteria Guidelines.

Section 1. The application of the Career Progression Promotion Criteria Guidelines will be consistent in all three Drug Abatement Centers i.e. (Eastern, Central, and Western).

Section 2. Evaluations for promotion will be based on the performance plan and the Career Progression Promotion Criteria Guidelines. Such evaluations shall be conducted in a fair, objective, and equitable manner.

Section 3. When an inspection is cancelled through no fault of an employee, the Agency and the Union may agree to schedule that type of inspection outside the bid cycle, for that employee in order to prevent a delay in the employee’s promotion.

Section 4. If the employee submits their inspection report or other correspondence within the established time frames, the report will be deemed submitted timely. The Parties agree that a team member’s response/review is merely a concurrence with the inspection findings.

Section 5. Extensions to timelines shall be administered in a reasonable, fair, and equitable manner.

Section 6. Within thirty (30) days of the signing of this agreement, the Agency will provide detailed samples for reference of the following types of correspondence to the three (3) Drug Abatement Centers: Report of Inspection, Action Letter, Letter of Correction, Warning Notice, NOCA, Legal Enforcement Action, and No Action letter. A Deviation request may be written using the ARC or any other written format and submitted via email to the TC/Center Manager (CM) for review and approval. When the inspector and TC/CM are in disagreement on actions, the Deviation request will be elevated to the Division Manager.

Section 7. Employees will be allowed duty time to review/discuss policies, procedures, evidence checklist, and guidance. The Agency will maintain all established written policies, procedures, and guidance that inspectors are required to know in an electronic file accessible to all inspectors. The link to the electronic file is <https://avssp.faa.gov/avs/aam/HQ/AAM800/SitePages/Home.aspx>. If this link changes, the union representative and the employees will be notified of the new link.

Section 8. OJT supervised leads documented in CETs will count towards the required number of leads for promotion. While employees on OJT should normally be accompanied by either a TC

or a manager, if neither is available, the OJT employee may be accompanied by an I-Band inspector.

Section 9. An FV-1801 G/H-Band employee should not be hindered for promotion due to a lack of specific type of companies on the bidding schedule. If the G/H-Band employee is unable to bid to a specific type of company over the course of several quarterly bid cycles, he/she may elect to request special authorization to be placed on an existing team conducting that type of inspection, before the bidding starts. The G/H-Band employee will be listed on the schedule for that week as having this special authority. AAM-810 may also create a team with the G/H-Band inspector and a Team Coordinator/CM to prevent adjustment(s) to bidding. This team will also be added to the bidding schedule before bidding starts. If this section is used by the same inspector more than once in a quarter, the union must be consulted for mutual agreement.

Section 10. The performance plan and Performance Standards associated with promotion criteria will be cost effective, efficient, measurable, quantifiable, and realistic in the sense of what can be achieved. Promotions will be based on the employee's performance of their critical duties, not based on personal bias.

Section 11. If the employee has completed the promotion criteria, a request may be submitted to the Center manager, at most quarterly, by the employee or the union to provide a written justification as to the specific reasons the employee has not been promoted. The written justification will be provided within 7 business days. If an employee is not recommended for promotion, the employee will be reevaluated within 90 days after receipt of the justification for non-promotion. This evaluation will be conducted by a management official or Team Coordinator from a different region. The employee shall be allowed to submit a self-assessment of their work activity using actual work accomplished that demonstrates the goals established in the promotion guidelines have been achieved.

Section 12. The Parties have agreed that a major 121 air carrier is a Part 121 certificate holder with more than 200 safety sensitive employees.

Section 13. This agreement will not go into effect until the next bidding cycle after signing this agreement.

Section 14. This MOU shall remain in full force and effect for the duration of the Parties' CBA unless modified by mutual agreement of the Parties.

For the FAA:

CAROL E
MCCRAREY

Digitally signed by CAROL E
MCCRAREY
Date: 2018.07.18 09:38:11 -04'00'

Carol McCrarey
AHL-300

Date

For NATCA:

STACIE D
WOOTEN

Digitally signed by STACIE D
WOOTEN
Date: 2018.06.20 16:53:34
-05'00'

Stacie Wooten
NATCA National Representative, Drug Abatement

Date

**RAFAEL
H RAMOS** Digitally signed by
RAFAEL H RAMOS
Date: 2018.07.18
10:00:06 -04'00'

Rafael Ramos Date
AAM-800 Division Manager

**VIRGINIA
JOSEFA LOZADA** Digitally signed by
VIRGINIA JOSEFA LOZADA
Date: 2018.07.18 09:46:30
-04'00'

Virginia Palma Date
AAM-860

**PATRICK R
MASSIE** Digitally signed by
PATRICK R MASSIE
Date: 2018.06.20
16:46:20 -05'00'

Patrick Massie Date
NATCA ESW Local President

CAREER PROGRESSION MOU

NATCA

Agency Head Review

 7-19-18

Laura Glading

Date

AHL-001

Director Labor and
Employee Relations

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

This Agreement is made and entered into by and between the National Air Traffic Controllers Association (herein referred to as "NATCA" or "the Union") and the Federal Aviation Administration (herein referred to as "the Agency" or "Employer"), and collectively referred to as "the Parties." This Agreement represents the complete understanding of the Parties regarding the AIT 6th floor office reconfiguration Pilot Program at FAA Headquarters in Washington, D.C.

Section 1. The Parties at the National level have established an office reconfiguration pilot program to collaboratively review the AIT 6th floor office reconfiguration project. Within ninety (90) days following the completion of the AIT 6th floor office reconfiguration, the Parties at the National level shall meet to collaboratively determine if the reconfiguration of the AIT 6th floor office is sustainable on a long-term basis. If there are any unresolved issues, the Parties at the National level shall schedule additional meetings to address these issues.

Section 2. The Parties agree to the following categories regarding the AIT 6th floor office reconfiguration:

Category A: Bargaining unit employees (BUEs) who are regularly scheduled to be in the office six (6) or more days in a pay period shall be assigned a cubicle of at least sixty-four (64) square feet (8x8).

Category B: BUEs who are regularly scheduled to be in the office three (3), four (4), or five (5) days in a pay period shall be provided access to flexible workstations ("hoteling"). Prior to ordering, the Parties will collaboratively determine the specific description of the actual hoteling module (e.g., furniture model #, dimensions – height, length, width, component parts and materials, etc.) that will be installed in accordance with this Agreement. The Parties agree that this description will subsequently be incorporated into this Agreement.

Category C: BUEs who are regularly scheduled to be in the office two (2) days or fewer in a pay period shall be provided access to touchdown workstations.

All BUEs covered by this Section will be located on the 6th floor of FAA Headquarters, unless mutually agreed to otherwise by the Parties at the National level. The Parties agree to collaboratively review the category assignment of BUE's currently affected by the reconfiguration and any subsequent personnel changes (new hires, transfers, etc.).

Section 3. The Agency shall ensure that all Category A BUEs are provided with an 8x8 cubicle.

Section 4. The Agency shall ensure that the number of flexible workstations (“hoteling”) is commensurate with at least sixty percent (60%) of the total number of Category B BUEs.

Section 5. The Agency shall ensure that all Category C BUEs are provided with access to touchdown workstations.

Section 6. The Agency agrees to assign individual storage lockers to BUEs in Category B. The Agency agrees to make “touchdown” storage lockers available for daily use for BUEs in Category C.

Section 7. The Agency agrees that executive and manager/supervisor offices (mobile office) will comply with the floor plan attached as Appendix 1.

Section 8. If the Parties at the National level are unable to reach an agreement, either Party may pursue whatever course of action is available in accordance with Article 7 of the 2011 Collective Bargaining Agreement (CBA), the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

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 MOU shall remain in full force and effect for the duration of the Parties’ CBA, unless modified by mutual agreement of the Parties.

Signed this 30th day of July 2018.

For the Union:



Dean Iacopelli



Mike MacDonald



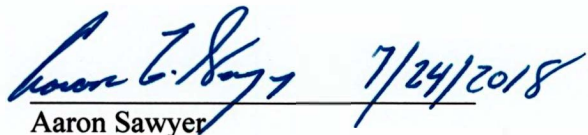
Gwendolyn Kimbrough

For the Agency:

SEAN S
TORPEY

Digitally signed by SEAN S TORPEY
DN: c=US, o=U.S. Government, ou=FEDERAL
AVIATION ADMINISTRATION, ou=FEDERAL
AVIATION ADMINISTRATION, cn=SEAN S
TORPEY
Date: 2018.07.20 09:06:24 -0400

Sean Torpey



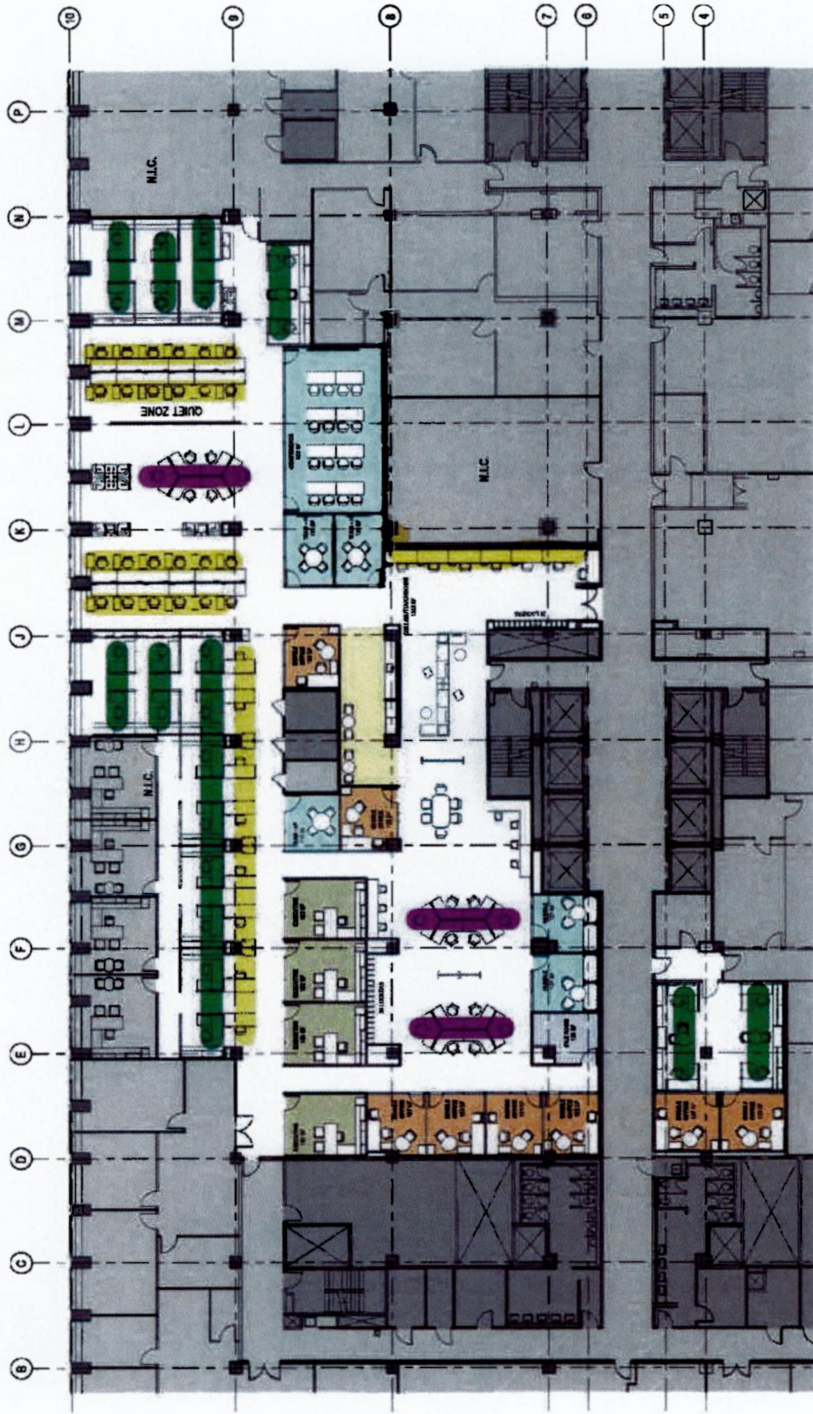
Aaron Sawyer

Appendix 1

Office Space Color Key

Category A Category B Category C

HYBRID CONCEPT DESIGN | option 5 - hybrid



OPTION 5 Hybrid	
Offices	
Executive (180 sf)	4
Mobile Office (120 sf)	16
Workstations	
Staff - Dedicated (Back)	83
Staff - Unassigned (various)	64
Total Work Seats	103
Utilization Rate	328
Collaboration Seats	96

Total usable area = 13,134 SF
Utilization Rate (UR) = Total Area/Workseats

LEGEND

- Private Office
- Mobile Office
- Closed Collaboration
- Open Collaboration/Touchdown
- Pantry
- Support

NOTE:
 This hybrid option - a combination of assigned and unassigned seats - offers workplace flexibility while meeting the space requirements of BUEs.
 Executive offices are reduced from 225 SF to 180 SF and remain assigned to executive staff only.
 BUEs have dedicated workspace (8x8) based on the number of days they are in the office. All other staff including managers and contractors are at unassigned workstations.
 62 lockers are provided for employees and contractors.
 8 mobile offices (unassigned) are available for focus work, private meetings, phone calls, etc. 2 enclosed huddle spaces are also provided.

NOT TO SCALE

FAA AIT RENOVATION HYBRID CONCEPT DESIGN | 05.01.2018

Genster

**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

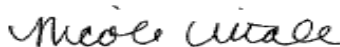
Date



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
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Carol McCrarey
AHL-300

Date

MATTHEW C
MACNAMARA

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MACNAMARA
Date: 2018.07.27 11:22:23 -04'00'

Matt MacNamara
AJW-1

Date

SHAYNE ADONIS
CAMPBELL

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ADONIS CAMPBELL
Date: 2018.08.07 10:39:38
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Shayne Campbell
AJI-15

Date

SCOTT R LEETY

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Date: 2018.08.07 07:55:55 -07'00'

Scott Leety
AJV-W12

Date

DANIEL J SHERREN

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SHERREN
Date: 2018.07.27 11:40:11 -04'00'

Dan Sherren
AJG-L12

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 concerning Human Resources Policy Manual (HRPM) Volume 12: Work Life and Benefits WLB-12.8 – FAA Nursing Mothers Program.

Section 1. This Agreement applies to bargaining unit employees covered by the Parties' Multi-Unit Collective Bargaining Agreement (CBA) dated April 7, 2011 and the Parties' Consolidated CBA dated June 2, 2013.

Section 2. The Agency shall provide for the use of a private area in all of its facilities for nursing mothers to express milk during working hours. The area shall be a space other than a bathroom that is uninterrupted, shielded from view, provides predictable privacy, is not accessible through another room, and is free from intrusion from co-workers and the public. If there is no employee with a need to express breast milk, there is no requirement to provide a lactation space. Employees, who are nursing mothers, will submit the Nursing Mothers Program Form in Appendix 1 to their immediate supervisor at least one (1) pay period in advance of the effective pay period. The Union and Agency at the local level shall meet and collaboratively determine a suitable location that meets the requirements of this Section.

Section 3. When it is necessary for a nursing mother to express milk, a reasonable paid break shall be provided. The duration of the break will vary according to the needs of the individual mother.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

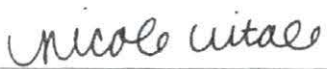
Section 5. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 1st day of October 2019.

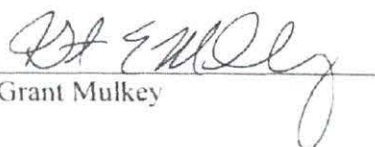
For NATCA:



Dean Iacopelli

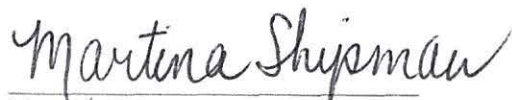


Nicole Vitale




Grant Mulkey

For the FAA:



Martina Shipman,
National Nursing Mother's Program Mngr



Juan Restrepo,
Labor Relations Specialist, AHL-300

**APPENDIX 1
NURSING MOTHERS PROGRAM FORM**

Employee's Name:	<i>(To be completed by manager)</i> Nursing Mothers Room Location:
Facility/Line of Business/Staff Office:	Birth Date of Child:
<p>In accordance with the applicable FAA/NATCA Collective Bargaining Agreement, I require the use of a private area to express milk during work hours beginning on _____.</p> <p>The private area shall be a space other than a bathroom that is uninterrupted, shielded from view, provides predictable privacy, is not accessible through another room and is free from intrusion from co-workers and the public.</p> <p>I understand that it is my responsibility to advise my manager when my ongoing requirement to express milk during work hours is no longer necessary.</p>	
Employee's Signature:	Date:
Manager's Signature:	Date:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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. The Agreement represents the complete understanding of the Parties regarding the Agency’s implementation of a Special Rate for bargaining unit employees (“BUEs”) who occupy positions in the 2181 (Aircraft Operator) Occupational Series (“2181 Special Rate”) and are assigned to a position description/job analysis tool that requires the pilot to hold a valid medical certificate and serve as a required crewmember on FAA aircraft (“affected BUEs”).

Section 1. The Parties agree that affected BUEs shall receive the greater of the following: (1) the Locality Pay Rate to which they are entitled under Article 108, Section 2.a of the Parties’ collective bargaining agreement (CBA) dated April 7, 2011; or (2) the 2181 Special Rate published by the U.S. Office of Personnel Management (OPM) for the locality pay area applicable to the affected BUE’s official duty station, as applied to the Agency’s Core Compensation System in Section 2 of this Agreement.

Section 2. The 2181 Special Rate published by OPM for the General Schedule (GS) pay system applies to the Agency’s Core Compensation System as follows:

GS Grade	Core Compensation Pay Band
11	H
12	H
13	I
14	J
15	K

Section 3. The Agency will implement the 2181 Special Rate for affected BUEs effective October 27, 2019, with a first pay date of November 19, 2019.

Section 4. Until the 2181 Special Rate is integrated into the Agency’s payroll system, the Agency will take the following steps to compensate affected BUEs as if the 2181 Special Rate was in effect:

- a. Effective October 27, 2019, the Agency shall generate a Notification of Personnel Action (“SF-50”) for each affected BUE documenting a manual miscellaneous pay adjustment that increases the affected BUE’s Basic Pay (“Interim Basic Pay”) so that the affected BUE’s Interim Basic Pay plus his/her applicable Locality Pay is equal to the amount of the affected BUE’s Basic Pay plus his/her applicable 2181 Special Rate Pay.

- b. Effective the first full pay period in January 2020, the Agency shall generate an SF-50 for each affected BUE documenting a manual miscellaneous pay adjustment that increases the affected BUE's Interim Basic Pay so that the affected BUE's Interim Basic Pay plus his/her applicable Locality Pay is equal to the amount of the affected BUE's Basic Pay—including the annual increase to Basic Pay set forth in the Multi-Unit CBA Extension MOU dated April 18, 2017—plus his/her applicable 2181 Special Rate Pay.
- c. If the Agency's payroll agent has not yet integrated the 2181 Special Rate into the Agency's payroll system, then effective the first full pay period in June 2020, the Agency shall generate an SF-50 for each affected BUE documenting a manual miscellaneous pay adjustment that increases the affected BUE's Interim Basic Pay so that the affected BUE's Interim Basic Pay plus his/her applicable Locality Pay is equal to the amount of the affected BUE's Basic Pay—including the annual length of service adjustment to Basic Pay set forth in the Multi-Unit CBA Extension MOU—plus his/her applicable 2181 Special Rate Pay.
- d. Effective when the 2181 Special Rate is integrated into the Agency's payroll system, the Agency shall generate an SF-50 for each affected BUE documenting a manual miscellaneous pay adjustment that reduces the affected BUE's Interim Basic Pay to the amount of Basic Pay he/she would have had—including all contractual annual increases—absent the prior manual miscellaneous pay adjustments.

NOTE: The Parties acknowledge that the manual miscellaneous pay adjustments referenced in this Section may not be consistent with the Multi-Unit CBA Extension MOU; however, each affected BUE's Base Pay shall be equal to application of Article 108, Section 2 of the CBA plus the applicable 2181 Special Rate.

Section 5. For each affected BUE, the Agency shall provide NATCA with the calculations for: (1) each manual miscellaneous pay adjustment addressed in Section 4 of this Agreement; (2) the affected BUE's annual increase to Basic Pay; and (3) the affected BUE's annual length of service of adjustment to Basic Pay. The Agency shall provide the calculations at least fourteen (14) days in advance of the start of the pay period when the pay adjustment is effective.

Section 6. For annual pay adjustments in accordance with Section 2 of the Multi-Unit CBA Extension MOU, affected BUEs shall not be subject to the Agency's Core Compensation System pay band maximums. The statutory maximum set forth in P.L. 104-264, 49 U.S.C. § 40122(c) shall apply.

Section 7. An affected BUE shall be entitled to receive the 2181 Special Rate unless he/she becomes temporarily medically incapacitated/restricted for at least ninety (90) days. In the event that an affected BUE is temporarily medically incapacitated/restricted for at least ninety (90) days, the Agency shall provide the affected BUE and NATCA with the calculation for the reduction of the affected BUE's applicable 2181 Special Rate to the affected BUE's applicable Locality Pay Rate at least fourteen (14) days in advance of the start of the pay period in which the reduction will occur.

Section 8. The reduction to Basic Pay described in Section 4.d of this Agreement shall not constitute a disciplinary or adverse action under Article 10 of the CBA and shall not be grievable in accordance with Article 9 of the CBA.

Section 9. The Parties agree to collaboratively develop and distribute a joint message to all affected BUEs regarding the implementation of the 2181 Special Rate.

Section 10. Within fifteen (15) working days of the publication of any change to the 2181 Special Rate recommended by OPM and approved by the President and/or any change to the Locality Pay Rates, the Parties shall compare the applicable Locality Pay Rate and 2181 Special Rate for each affected BUE to determine which rate will be used to compensate the affected BUE.

Section 11. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.


Section 12. This Agreement shall remain in full force and effect for the duration of the Parties' CBA dated April 7, 2011, unless modified by mutual agreement of the Parties.

Signed this 23 day of October 2019.

For NATCA:



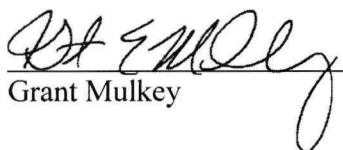
Dean Iacopelli



Eugene Freedman




Nicole Vitale




Grant Mulkey


For the FAA:



Ali Bahrami
Associate Administrator, Aviation Safety



Michael Doss
Director, Collective Bargaining
Services



Juan Restrepo
Labor Relations Specialist

**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:



Dean Iacopelli



Nicole Vitale



Jamaal Haltom

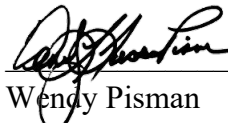


Nick Daniels

For the Agency:



Shelly Mlakar
Air Traffic Organization



Wendy Pisman
Office of Labor Relations

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

This Agreement is entered into 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 background investigation fingerprinting for reinvestigation of Moderate Risk employees.

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

Section 2. The Parties agree that fingerprinting will occur at the BUE’s duty station 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 ASH ID Media office in the local commuting area, may use fingerprinting services at local police department, 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 Techincal Center, or any Regional Office will be afforded duty time to fingerprint at the ASH ID Media office. The Agency will maintain those fingerprints consistent with the requirements of the Privacy Act.

Section 5. All fingerprints stored on an ASH server for future five-year reinvestigations will be deleted after the individual has left the Agency, in accordance with OPM standards .

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or Collective Bargaining Agreement on behalf of either Party.

Section 7. This Agreement will remain in effect for the duration of the relevant CBAs.

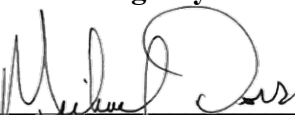
Signed this 2nd day of September 2020.

For the Union:

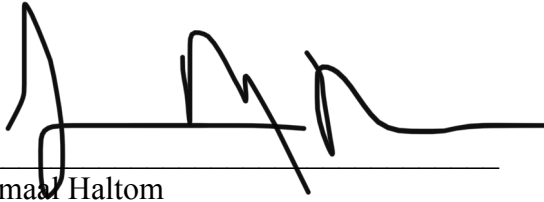


Dean Iacopelli
Chief of Staff

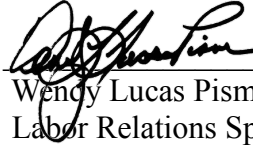
For the Agency:



Michael Doss
Director, Collective Bargaining Services



Jamaal Haltom
National Training Representative



Wendy Lucas Pisman
Labor Relations Specialist (AHL-300)



Nicole Vitale
Director of Labor Relations

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 concerning Human Resources Policy Manual (HRPM) Volume 12: Work Life and Benefits WLB-12.1 – FAA Child Care Subsidy Program and supersedes the FAA Child Care Subsidy Program Agreement dated June 2, 2017.

For purposes of this Agreement, the July 24, 2016 Collective Bargaining Agreement (CBA) between the Parties will be referred to as the "Slate Book," the June 2, 2013 CBA between the Parties will be referred to as the "Purple Book," and the April 7, 2011 CBA between the Parties will be referred to as the "Light Blue Book."

Section 1. In Article 116, Section 1 of the Slate Book, "\$72,983" shall be replaced with "\$100,000." In Article 112, Section 1 of the Purple Book and the Light Blue Book, "\$72,000" shall be replaced with "\$100,000."

Section 2. The following chart will replace the charts depicted in Article 116, Section 2 of the Slate Book and Article 112, Section 2 of the Purple Book and the Light Blue Book:

Family Income	Percentage of Total Child Care Costs Paid by the Agency
Over \$100,000	0%
\$85,001 – \$100,000	30%
\$70,001 – \$85,000	45%
\$70,000 or less	70%

Section 3. Article 116, Section 3 of the Slate Book shall be suspended for the duration of the Slate Book. Article 112, Section 3 of the Purple Book and Light Blue Book shall be suspended for the duration of these CBAs.

Section 4. In all other respects, the Slate Book, the Purple Book, and the Light Blue Book shall remain unchanged.

Section 5. Execution of this Agreement cancels the Parties' June 2, 2017 MOU regarding WLB-12.1 – FAA Child Care Subsidy Program.

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or collective bargaining agreement on behalf of either Party.

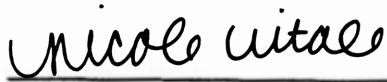
Section 7. This Agreement shall remain in full force and effect for the duration of the Parties' CBAs, unless modified by mutual agreement of the Parties.

Signed this 24th day of September 2020, and effective as of October 1, 2020:

For the Union:



Dean Iacopelli
Chief of Staff



Nicole Vitale
Director of Labor Relations

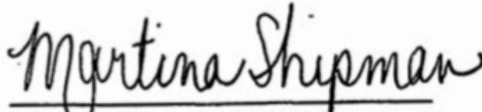


Grant Mulkey
Labor Relations Staff Attorney



Jennifer Malloy
National Child Care Representative

For the Agency:



Martina Shipman, AHB-100



Michael Doss
Director of Labor Relations, AHL-300



Juan Restrepo
Labor Relations Specialist, AHL-300

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

This Agreement is entered into 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 Voluntary Leave Bank Program as described in LWS-8.12d, FAA Voluntary Leave Bank ("VLB"); Reference Material: Leave Sharing Limitations and Requirements; and HROI, Procedures for the FAA VLB dated April 20, 2020.

Section 1. The Agency shall provide all bargaining unit employees (BUEs) with access to CASTLE.

Section 2. The Agency shall provide all BUEs with training on CASTLE. BUEs shall be afforded duty time to complete the training. Fourteen (14) calendar days prior to distribution of the training, the Agency shall provide NATCA with a copy of the training and the opportunity to comment.

Section 3. BUEs shall be afforded duty time and access to a computer with privacy and internet access to enroll in the VLB via the CASTLE time and attendance system.

Section 4. BUEs make a request to become a leave recipient electronically via the CASTLE time and attendance system or, if making the request via CASTLE is impractical, by submitting a written application to the Agency using the NATCA VLB Recipient Application Form attached as Appendix 1. If a BUE is not capable of making an application on their own behalf, the BUE may choose to have their immediate supervisor or a management designee, or a personal representative of the BUE's choosing, submit the application. The management designee shall be located at the facility/office to which the BUE is assigned. Written applications must be submitted to the immediate supervisor or the management designee for creation in CASTLE.

Section 5. BUEs submit documentation via a direct upload to the CASTLE system. The Agency shall provide BUEs with access to a computer with a scanner, privacy, internet access, and FAA intranet access to submit the documentation. Employees are permitted to use this equipment to access their personal email accounts for the purpose of obtaining the necessary documents for uploading to the CASTLE system.

If access to a computer with a scanner, privacy, internet access, and FAA intranet access is unavailable or the BUE is otherwise unable to directly upload documentation to the CASTLE system, the BUE or their personal representative may submit the documentation via email, fax, or certified mail to the VLB Program Manager. The Agency shall post the VLB contact information on the VLB webpage, the link to which will be provided on the bottom of the NATCA VLB Recipient Application Form (attached as Appendix 1).

Section 6. BUEs will not be required to access their FAA.gov accounts to enroll or participate in the VLB.

Section 7. The NATCA Leave Bank Board Member ("LBB") will not be required to access their

FAA.gov account to perform their duties.

Section 8. A VLB leave recipient may use leave transferred to the leave recipient's account only for the purpose of a medical emergency or bonding for which the leave recipient was approved.

Section 9. Leave donated to the VLB recipient may be substituted retroactively for a period of leave without pay (LWOP) or used to liquidate an indebtedness for advanced annual or sick leave granted on or after a date fixed by the leave recipient's employing agency as the beginning of the period of medical emergency or bonding for which LWOP or advanced annual or sick leave was granted. However, the BUE must have applied for and become a VLB member prior to the start date of the medical emergency or bonding period for which they were awarded donated leave.

Section 10. Donated leave may be used consecutively or intermittently for any period of approved absence.

Section 11. BUEs should make requests for leave as soon as practicable in advance of the intended use. BUEs may need to adjust the proposed dates of use or may be unable to make a request prior to the qualifying personal or medical emergency or need for bonding due to unforeseen circumstances. Should such circumstances arise, a BUE will submit a new or revised request as soon as practicable.

Section 12. BUEs shall provide the following medical documentation or information in support of their request:

- a) If the BUE is experiencing a medical emergency, a description of the nature, severity, and anticipated duration of the medical emergency; and if it is a recurring one, a description of the approximate frequency of the medical emergency.
- b) If the BUE is seeking bonding leave following a birth, adoption, or placement documented proof of the birth, adoption or placement may be required.

If the LBB requires additional information from a BUE, the VLB Program Manager shall provide the BUE with an explanation for the need for additional information in writing. If the LBB requires certification regarding a medical emergency from more than one physician or other appropriate expert, the FAA will bear the expense associated with obtaining the additional certification(s).

Section 13. If the medical emergency or bonding period giving rise to approved VLB leave ends prior to the date previously authorized, the VLB leave recipient will notify the Agency via the CASTLE system. If it is impractical for the BUE to provide notification through CASTLE, the BUE will notify the Agency via written notification to their immediate supervisor or their designee.

Section 14. The Agency shall apply the provisions of the VLB program in a fair and equitable manner. The Agency shall ensure that during each LBB meeting where applications are reviewed and approved, each employee will have a fair and equitable opportunity to receive donated VLB leave.

On a monthly basis, the Agency will provide the NATCA LBB member with the following information:

- (1) The amount of leave available in the VLB;
- (2) The number of VLB applications during that month; and

(3) The following information for each VLB application:

- a. the applicant's bargaining unit status (NATCA or non-NATCA);
- b. the amount of leave requested; and
- c. the amount of leave received.

Section 15. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 16. This Agreement shall remain in effect for the duration of each applicable CBA.

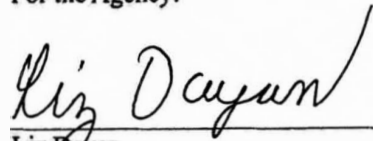
Signed this 5th day of November 2020:

For the Union:




Dean Iacopelli
Chief of Staff

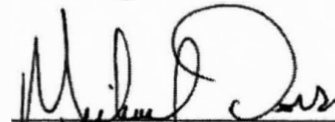
For the Agency:




Liz Dayan,
Exec Dir, Benefits and Worklife, AHB



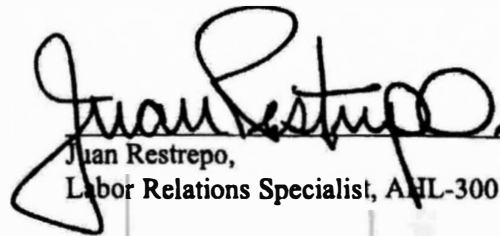
Nicole Vitale
Director of Labor Relations



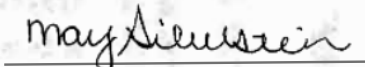
Michael Doss,
Director, AHL-300



Rich Santa
Eastern Regional Vice President



Juan Restrepo,
Labor Relations Specialist, AHL-300



May Silverstein
Labor Relations Staff Attorney

NATCA VLB Recipient Application Form

Applicant Name: Supervisor Name:
Phone Number: Phone Number:
Alternative Email: Email:

Describe The Nature And Severity Of The Medical Emergency

Application For: Employee Family
Expected Absence Per Pay Period: Continuous Intermittent

Emergency Began: Physician Name:
Emergency End: Physician Phone:
Hours Requested: LWOP Hours Used for this Emergency:

Leave Balance as of the Beginning of the Current Pay Period: Annual Leave:
Sick Leave:

Has Applicant Used the Voluntary Leave Transfer Program For This Emergency? Yes No

ALL FIELDS ARE REQUIRED - Attach medical documentation and/or justification for bonding purposes.
(Medical documentation shall include a description of the nature, severity, anticipated duration of the medical emergency, if it is a recurring one, and the approximate frequency of the medical emergency affecting the leave bank member. NOTE: When the leave application is solely for the purpose of bonding with a child, documented proof of birth or adoption may be required.)

Through my signature below, I authorize the access of my Voluntary Leave Bank application and associated records, including medical documentation, to the Voluntary Leave Bank Board Members for their review as they process my application, in accordance with HRRM LWS-8.12d and HROI, Procedures for the FAA Voluntary Leave Bank.

Signature: Date:

Privacy Act Statement (5 U.S.C. § 552a, as amended):

Authority: Information on NATCA VLB Recipient Application Form is solicited under the authority of section 347 of the 1996 Department of Transportation Appropriations Act, implementing personnel management system policies and procedures, including Human Resource Policy Manual (HRPM), LWS-8.12 and LWS-8-12d and Human Resources Operating Instructions (HROI), Procedures for the FAA Voluntary Leave Bank.

Purpose: The purpose for collection of this information is to enable the FAA to process applications for donated leave under FAA's Voluntary Leave Bank in accordance with FAA HRPM policy and HROI procedures.

Disclosure: Submission of this data, and any medical information, is voluntary. This information will become part of the Privacy Act System of Records DOT/ALL 19, [Federal Personnel and Payroll System](#). 73 FR 66826 (November 7, 2008). Incomplete submission will impede the FAA's ability to process the application for voluntary leave.

Routine Use of Information: Within the Department of Transportation (DOT), this information will be shared only with DOT employees, contractors, and detailees who have a need to know the information in performance of official duties. This information will be disclosed outside of the DOT only if a Privacy Act exception applies, which includes the routine uses listed in System of Records Notice (SORN) DOT/ALL 19, [Federal Personnel and Payroll System](#). The Department has also published 15 additional routine uses applicable to all DOT Privacy Act systems of records. These routine uses are published in the Federal Register at 84 FR 55222 (October 15, 2019) and 77 FR 42796 (July 20, 2012), and under "Prefatory Statement of General Routine Uses" (available at <https://www.transportation.gov/privacy/privacyactnotices>).

AVIATION SAFETY
VOLUNTARY SAFETY REPORTING PROGRAM
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE
FEDERAL AVIATION ADMINISTRATION

1. GENERAL. 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 Memorandum of Understanding (MOU) applies to all Aviation Safety (AVS) employees represented by NATCA and represents the complete understanding of the Parties concerning the Aviation Safety Voluntary Safety Reporting Program (AVS VSRP). The administration of the AVS VSRP shall be in accordance with Order VS 8000.375 AVS Voluntary Safety Reporting Program.

2. PURPOSE. The FAA and NATCA are committed to improving aviation system safety. Each party has determined that safety would be enhanced if there were a systematic approach for FAA employees represented by NATCA to promptly identify, voluntarily report, and correct potential or actual aviation safety issues or concerns. The AVS VSRP provides a process for a documented review of safety issues or concerns raised by NATCA Multi-Unit Bargaining Unit Employees (BUEs). The purpose of the AVS VSRP is to identify and correct aviation safety issues or concerns.

3. BENEFITS. The AVS VSRP will foster a voluntary, cooperative, confidential, non-punitive environment for the open reporting of aviation safety issues or concerns. Through such reporting, all parties will have access to valuable aviation safety information that may not otherwise be available. This information will be analyzed in order to develop corrective actions to help mitigate identified aviation safety issues or concerns as well as systemic issues.

The FAA has determined that it will not use disciplinary or enforcement action, to include the removal or suspension of a pilot certificate, to address a reported aviation-safety-related issue or concern accepted into the AVS VSRP.

4. APPLICABILITY. The AVS VSRP applies to employees of AVS represented by NATCA.

5. PARTICIPATION. Participation in the AVS VSRP may be terminated at any time, and for any reason by the FAA or NATCA. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated). All reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program may result in termination of this agreement.

6. REPORTING PROCEDURES. When a covered employee has an aviation safety concern or observes an aviation safety-related issue, he or she should note the concern or issue and describe it in enough detail so that it can be evaluated by the Event Review Team (ERT).

- a. AVS VSRP Report Form. At an appropriate time during the duty day, the employee should complete the AVS VSRP Form online for each aviation safety issue or concern and submit it electronically. The employee should complete a separate form for each safety issue or concern as soon as practicable.
- b. Time Limit. Reports submitted under this VSRP will be accepted regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 10a and b of this MOU.
- c. Non-reporting Employees Covered Under this AVS VSRP MOU. If an AVS VSRP report identifies another covered employee in a safety issue or concern involving a possible noncompliance and that employee has not submitted a separate report, the ERT will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance. If the ERT determines that the employee did not know or could not have known about the apparent possible noncompliance, and the original report otherwise qualifies for inclusion under AVS VSRP, the ERT will offer the non-reporting employee the opportunity to submit his/her own AVS VSRP report. The ERT will consider acceptance by the same criteria as the original report and extend the same protections.

7. EVENT REVIEW TEAM. The ERT is made up of four primary management representatives and a primary representative of each participating Labor Union. NATCA may designate one (1) primary and one (1) alternate AVS VSRP ERT representative. Management may designate four primary and four alternate representatives.

- a. The ERT will review, analyze, and investigate de-identified reports submitted by the employees under the program, identify actual or potential safety issues or concerns from the information contained in the reports, and may propose solutions for those issues or concerns. The ERT will provide feedback to the individual who submitted the report in a timely manner. The ERT will meet as necessary to review, investigate, and analyze reports that will be listed on an agenda submitted by the VSRP Program Manager (PM). The ERT will determine the time and place of the meeting, which may be in person, via telephone or in any other manner the ERT deems appropriate. The frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time critical information.
- b. The ERT is solely responsible for any investigations resulting from a reported safety issue or concern accepted into the program. The ERT may request assistance from AVS at the national level to perform all or part of an investigation. In the event the ERT requests such assistance, NATCA may designate its ERT representative or another union representative, as a participant.

- c. The FAA has determined that it will not use an accepted AVS VSRP report nor the content of an accepted AVS VSRP report to initiate, support, or as evidence for any disciplinary action, except as described in paragraph 10b of this MOU.
 - d. It is anticipated that various types of reports will be submitted to the ERT, including aviation safety-related reports that appear to involve a possible noncompliance with applicable FAA directives, as well as reports that are of a general aviation safety concern, but do not appear to involve possible noncompliance. All aviation safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.
 - e. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his/her information and, if possible, internal FAA resolution.
 - f. For reports related to aviation safety, including reports involving possible noncompliance with applicable FAA directives, the ERT will analyze the report, conduct interviews of reporting employees if necessary, and gather additional information concerning the matter described in the report.
 - g. The ERT identifies actual or potential aviation safety issues or concerns and forwards to the appropriate FAA Office of Primary Responsibility (OPR) utilizing the AVS VSRP Corrective Action process. The FAA will work with NATCA to develop appropriate corrective action for systemic issues. The OPR will present the corrective action plan to the ERT for approval.
 - h. Corrective action(s) regarding systemic issues not completed to the satisfaction of the ERT will be elevated to the Executive Board for resolution.
 - i. Any individual corrective action recommended by the ERT for a report accepted under this MOU must be completed to the satisfaction of members of the ERT, or the AVS VSRP report may be excluded from the program.
 - j. When appropriate, the ERT may consult with subject matter experts (SMEs) to assist in their understanding of a reported issue or concern. SMEs are not voting members of the ERT.
 - k. If the Primary ERT members cannot reach consensus, having exhausted all resources and ability to reach compromise, the complete report, without ERT notes, will be forwarded, for review by their alternate ERT representatives. The report will be forwarded without interference or input from the Primary ERT members, and the alternate ERT members will coordinate independent of the Primary members in order to get new perspectives on the issue.
8. VSRP AND ELECTRONIC REPORTING SYSTEM. When the AVS VSRP reporting system receives a report, the date and time of any issue described in the report and the date and time the report was submitted will be recorded. The report will be placed, along with all

supporting data, on the agenda for the next ERT meeting. De-identified reports shall be provided to all ERT members prior to the scheduled ERT meeting. To confirm that a report has been received, the system will send an electronic receipt to each employee who submits a report.

- a. The FAA will designate one person who will serve as the AVS VSRP PM. The AVS VSRP PM will be responsible for program administration, and will not serve as a member of the ERT.
- b. The VSRP PM will serve as the focal point for information about inquiries concerning the status of AVS VSRP reports and for the coordination and tracking of ERT Corrective Actions. The VSRP PM will work collaboratively with NATCA.
- c. The VSRP PM will maintain a database that continually tracks each report and the analysis of those reports. The AVS VSRP manager will conduct a 12-month review of the AVS VSRP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety issues or concerns of a similar nature. This review will include recommendations for corrective action for recurring issues indicative of adverse safety trends. This review is in addition to any other reviews conducted by the FAA.
- d. The VSRP PM will track the status and implementation of corrective action(s) and report on associated progress as part of the regular ERT meetings. Any recommended corrective action that is not implemented, should be recorded and monitored along with the reason it was not implemented.

9. AVS VSRP EXECUTIVE BOARD.

- a. The AVS VSRP Executive Board (EB) is made up of members of the AVS Management Team (AVSMT) and participating Labor Unions. NATCA may designate a representative to serve on the AVS VSRP EB.
- b. The EB will make its decisions involving AVS VSRP issues by consensus.
- c. The EB shall not override the decisions of the ERT.
- d. AVS VSRP Corrective Actions. The EB will:
 1. Resolve issues where neither primary nor alternate ERT can reach a consensus decision regarding recommendation for corrective action for an AVS VSRP Report.
 2. Review and resolve issues where the OPR and ERT cannot agree on a corrective action plan or is not completed to the satisfaction of the ERT.
- e. The EB will review and respond to recommendations from audits of the AVS VSRP.

- f. If the EB is unable to reach consensus on issues elevated by the ERT, either Party may pursue whatever course of action is available in accordance with Article 7 of the Parties' Collective Bargaining Agreement, the Federal Service Labor-Management Relations Statute, and any other law, rule, or regulation.

10. REPORT ACCEPTANCE CRITERIA. The following criteria must be met in order for a report to be covered under this VSRP:

- a. Any possible noncompliance with FAA directives disclosed in the report must not appear to involve an intentional disregard for safety and must not involve gross negligence.
- b. The reported safety issues or concern must not appear to involve criminal activity, substance abuse, alcohol use or misuse, or intentional falsification. Reports involving those issues will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the issue did not involve any of the aforementioned activities, then the report will be referred back to the ERT for a determination of acceptability under this MOU. Such referred back reports will be accepted under this VSRP provided they otherwise meet the acceptance criteria contained herein.
- c. Reports of safety issues or concerns not related to aviation safety fall outside the purview of the AVS VSRP. The ERT may forward, by consensus, reports not related to aviation safety to the appropriate FAA department head for his or her information and, if possible, for internal FAA resolution.
- d. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment, such as the operation of aircraft for personal or recreational purposes, are excluded.
- e. Reports Involving Proficiency Issues. VSRP reports covered under the program that demonstrate a lack, or raise a question of a lack of proficiency of a covered employee may result in the assignment of training, if such action is appropriate and recommended by the ERT.
- f. Corrective Action. Employees initially covered under the AVS VSRP will be excluded from the program and not entitled to the protective provisions if they fail to complete the recommended corrective action in a manner satisfactory to the ERT. Failure of an employee to complete the ERT recommended corrective action may result in the reopening of the case and referral of the matter for appropriate action.
- g. Systemic Issues or Repeated Instances of Noncompliance with Directives. Reports involving systemic issues or the same or similar possible noncompliance with the directives that were previously addressed with no intervention under AVS VSRP may be accepted into the program, provided they otherwise satisfy the acceptance criteria in

paragraph 10 a and b. The ERT will consider on a case-by-case basis the corrective action appropriate for such reports.

- h. Closed Cases. A previously accepted VSRP report for which no action has been taken, may be reopened and appropriate action taken if evidence is later discovered that establishes the report should have been excluded from the program in accordance with this section.

11. EMPLOYEE FEEDBACK. The VSRP PM will provide regular feedback to the employees in a manner acceptable to the ERT. A quarterly report will be published covering the number of reports received, the number of reports accepted and excluded, a list of the top issues raised, corrective action recommendations, and results. This report will be available on a designated page on the FAA employees website (<http://www.myfaa.gov>). Any employee who submitted a report may also contact the VSRP PM to inquire about the status of his/her report. In addition, each employee who submits a report accepted under AVS VSRP will receive individual feedback on the final disposition of the report.

12. CONFIDENTIALITY. The collection and analysis of safety data shall ensure the confidentiality of bargaining unit employees.

13. CONSENSUS. Consensus does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for the particular issue, and is in the best interest of safety. ERT representative shall be empowered to make decisions within the context of the ERT discussions on a given report and related activities.

- a. For matters related to the overall operation of the AVS VSRP, consensus means the voluntary agreement of all representatives on the ERT or EB.
- b. For matters submitted by Union represented employees consensus means the voluntary agreement of the appropriate union and management representative. These situations do not require the consensus of union representatives or management representatives that are not directly involved.
- c. For matters submitted by non-bargaining unit employees, to include managers and supervisors, where the employees of the organization is represented by a union, consensus means the voluntary agreement of the appropriate Union and management representative on the ERT.
- d. For associated corrective actions, consensus means the voluntary agreement of the appropriate Union and management representative(s) on the ERT.

14. INFORMATION AND TRAINING. AVS VSRP implementation and refresher training requirements and curriculum shall be jointly developed by the Parties at the national level. The details of the VSRP will be made available to all employees covered by this MOU in appropriate NATCA and FAA publications.


15. RECORDKEEPING. All documents and records regarding this program will be kept by the VSRP PM in a manner that ensures compliance with applicable directives and law, and will be made available to the other parties of this agreement at their request.

16. PROGRAM DURATION. This agreement shall remain in effect for the duration of the Parties' Collective Bargaining Agreement.

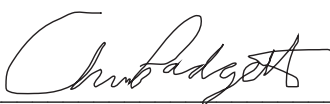
17. SIGNATORIES. All parties to this AVS VSRP MOU are entering into this agreement voluntarily.

Singed this 30th day of December 2020.


For NATCA:



Steve Hansen
National Safety Representative (Outgoing)



Christine Padgett
National Safety Representative (Incoming)

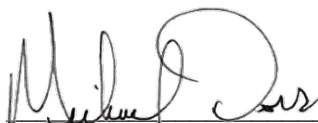


Nicole Vitale
Director Labor Relations

For the Agency:

ALI BAHRAMI Digitally signed by ALI BAHRAMI
Date: 2020.12.30 18:56:31 -05'00'

Ali Bahrami
Associate Administrator for Aviation
Safety, AVS-1



Michael Doss
Director, AHL-300

VANESSA IVELISSE Digitally signed by VANESSA
IVELISSE MARZAN-HERNANDEZ
Date: 2020.12.31 06:51:43 -05'00'

Vanessa I. Marzán-Hernández
Labor Relations Specialist, AHL-300

**ADDENDUM TO THE
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 Memorandum of Understanding (MOU) is an addendum to the AVS VSRP MOU signed December 30, 2020, and represents a complete understanding of the Parties at the national level concerning all NATCA representatives working on the Aviation Safety (AVS) Voluntary Safety Reporting Program (VSRP).

Section 1. The Union may designate one (1) primary and one (1) alternate VSRP analyst. Additional Union analysts may be added as deemed necessary upon mutual agreement of the Parties at the National level.

Section 2. Absent an emergency or other special circumstance, bargaining unit employees designated by the Union participating in the AVS VSRP shall be released from operational schedules and afforded duty time to prepare and participate in all VSRP activities.

Section 3. Bargaining unit employees designated by the Union shall be on duty time when required to participate in meetings and associated activities and are entitled to travel and per diem in accordance with the Parties' collective bargaining agreement (CBA).

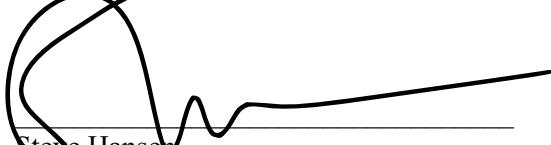
Section 4. Bargaining unit employees designated by the Union shall be provided sufficient resources (room space, computers, other electronic equipment, etc.) required to fulfill the duties of the position.

Section 5. Nothing in this Agreement shall be construed as a waiver of any right guaranteed to the Union under law, rule, regulation, or CBA.

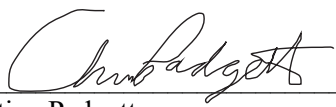
Section 6. This agreement shall remain in effect for the duration of the AVS VSRP MOU signed December 30, 2020 unless otherwise agreed upon.

Signed this 30th day of December 2020:

For the Union:




Steve Hansen
National Safety Representative (Outgoing)

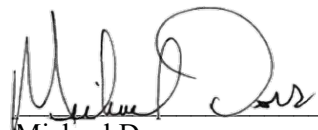


Christine Padgett
National Safety Representative (Incoming)

For the Agency:



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BAHRAMI
Date: 2020.12.30 18:57:30
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Ali Bahrami
Associate Administrator for Aviation
Safety, AVS-1



Michael Doss
Director, AHL-300

Nicole Vitale

Nicole Vitale
Director Labor Relations

VANESSA IVELISSE MARZAN-HERNANDEZ
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Date: 2020.12.31 06:48:36 -05'00'

Vanessa I. Marzán-Hernández
Labor Relations Specialist, AHL-300

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

This Agreement is entered into 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 Employee’s Compensation Operations and Management Portal (“ECOMP”). The terms of this Agreement do not supersede or amend the provisions of Article 75 of the Parties’ Collective Bargaining Agreements (CBAs).

Section 1. The Parties agree to use ECOMP to file Injury and Illness Incident Reports (OSHA Form 301) and Workers’ Compensation claims (CA-1, CA-2, and CA-7 forms).


Section 2. Bargaining unit employees (BUEs) will be provided access to a computer and printer for the purpose of using ECOMP in a location mutually agreeable to the Parties at the facility/office level that provides BUEs with privacy. ECOMP is accessible from the public Internet. If a BUE is unable to upload a witness statement(s) or other supporting documentation, the BUE can provide the document(s) to the Agency official designated on the CA-1 for uploading to the BUE’s ECOMP file.

Section 3. The Agency will submit an Injury and Illness Incident Report (OSHA 301) and, if requested, Workers’ Compensation claim (CA-1, CA-2, and CA-7 forms) for an employee who is incapacitated. For the purpose of this Agreement, an incapacitated employee is a bargaining unit employee who is unable to access a computer and complete the online form because of medical/health related reasons. The language in this section does not obviate the requirement that the injured worker meet their burden of proof, as provided at [20 C.F.R § 10.115](#).

Section 4. This Agreement will remain in effect for the duration of the relevant CBAs.

Signed this 22nd day of March 2021:

For the Union:



Dean Iacopelli
Chief of Staff

For the Agency:

Elizabeth Dayan

Elizabeth Dayan
Executive Director, Comp, Benefits
& Worklife, AHB-001

Nicole Vitale

Nicole Vitale
Director of Labor Relations

Karena Marinas

Karena Marinas
National OSHA Representative

John Thompson

John Thompson
National OWCP Representative

CARY E
LEVENTHAL

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Date: 2021.01.15
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Cary Leventhal
Director Worker's Compensation,
AHB-300

Deborah Sepulveda

Deborah Sepulveda
Labor Relations Specialist,
AHL-300

Michell J Barrett

Michell J Barrett
Executive Technical Representative,
AJG-L11

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 concerning Human Resources Policy Manual (HRPM) Volume 11: Guidance on Emergency Situations EMS-11.2—Guidance on Pay Issues Related to Disaster/Emergency Situations.

Section 1. The Parties recognize that NATCA never received notice of the Agency’s establishment of HRPM EMS 11.2 – Guidance on Pay Issues Related to Disaster/Emergency Situations as required by Article 7 of the Parties’ Collective Bargaining Agreements (CBAs). Therefore, EMS 11.2 is not applicable to bargaining unit employees (BUEs) represented by NATCA.

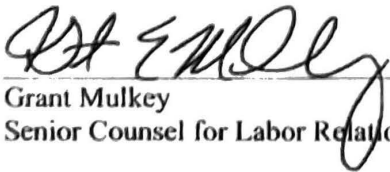
Section 2. In accordance with the provisions of Article 7 of the applicable CBA, the Agency will provide notice to the Union at the National level of its intent to advance pay resulting from a disaster or emergency declaration for BUEs represented by NATCA.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 4. 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 10th day of May 2021.

For NATCA:


Grant Mulkey
Senior Counsel for Labor Relations

For the FAA:


Juan Restrepo
Labor Relations Specialist

**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 “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as the “the Parties.” This Agreement represents the full and complete understanding of the Parties regarding the implementation of two-factor authentication for access to Employee Express.

Section 1. BUEs may utilize the two-factor authentication activated on October 20, 2021, to access Employee Express on personal devices (e.g., cell phones, laptop computers) outside of an FAA facility, without going behind the Agency’s firewall.

Section 2. For sixty (60) days following the execution of this Agreement, BUEs who are not reporting to a facility/office and do not have access to government furnished equipment may utilize the points of contact (POCs) listed in Appendix 1 for assistance with matters housed within Employee Express.

Section 3. BUEs on long-term leave may utilize the POCs listed in Appendix 1 for assistance with matters housed within Employee Express for up to sixty (60) days following their return to duty.


Section 4. BUEs will not be required to use their FAA.gov email accounts to set up two-factor authentication or routinely access Employee Express.

Section 5. 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 6. This Agreement shall remain in full force and effect for the duration of the Parties’ CBAs, or until all matters are resolved by the parties, unless modified by mutual agreement of the Parties.

Signed this 25th day of October 2021.

For NATCA:

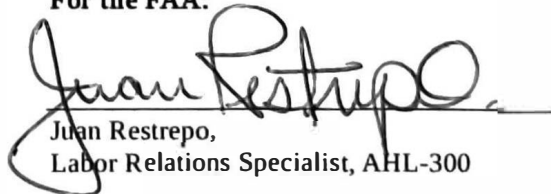


Dean Iacopelli
Chief of Staff



Nicole Vitale
Director of Labor Relations

For the FAA:



Juan Restrepo,
Labor Relations Specialist, AHL-300

Appendix 1

For changes to Federal Employee Health Benefits (FEHB), Federal Employees' Group Life Insurance (FEGLI), and Thrift Saving Plans/Roth, BUEs should contact the Benefits Operation Center:

- 9-ACE-FAA-BENE@faa.gov
- (855) 322-2363

For all other changes (listed below) or for a copy of the Leave and Earnings Statement, BUEs should contact the following, based on their region:

- Alaska: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
 - Central: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
 - Eastern: Kevin Brown (kevin.brown@faa.gov)
 - Great Lakes: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
 - Northwest Mountain: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
 - New England: Lorraine Humphrey (Lorraine.humphrey@faa.gov)
 - Southern: Lorraine Humphrey (Lorraine.humphrey@faa.gov)
 - Southwest: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
 - Western Pacific: Kevin Brown (kevin.brown@faa.gov)
-
- Headquarters: Kenya Harper (kenya.harper@faa.gov)
 - Mike Monroney Aeronautical Center: Oklahoma City Shared Services Center (9-AMC-AMH-HR-SSC@faa.gov)
 - William J. Hughes Technical Center: Kenya Harper (kenya.harper@faa.gov)

Examples of changes appropriately routed to the above contacts include:

- Direct Deposit
- Discretionary Allotment
- Federal Tax (W4)
- Financial Allotment
- Health Savings Allotment
- Home Address
- State Tax
- Earnings and Leave Summary

BUEs should put the type of request in the subject line. For example, if they need to change their direct deposit information, put "EEX Direct Deposit Update needed" or if they are requesting a copy of their Earnings and Leave Statement, put "LES Request" in the subject line.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 understanding of the Parties concerning the implementation of Executive Order 14019 on Promoting Access to Voting, issued on March 7, 2021.

Section 1. Upon request of a bargaining unit employee (BUE), the Agency shall grant up to four (4) hours of excused absence for voting in connection with each Federal general election day. The excused absence may be used for voting on the Federal general election day or for early voting (i.e., voting prior to the Federal general election day, as authorized by their jurisdiction).

Section 2. Upon request of a BUE, the Agency shall grant up to four (4) hours of excused absence for voting in connection with each election event (including primaries and caucuses) at the Federal, State, local (i.e., county and municipal), Tribal, and territorial level that does not coincide with a Federal general election day. If an election simultaneously involves more than one level, it is considered to be a single election event. The excused absence may be used for voting on the established election day or for early voting, whichever option is used by the BUE with respect to an election event.

Section 3. Upon request of a BUE, the Agency shall grant up to four (4) hours of excused absence for voting in Federal special Congressional elections not held on the date of a Federal general election. This excused absence may be granted for voting on the established date of a special election or for authorized early voting in connection with that election.

Section 4. Upon request of a BUE, the Agency shall grant up to four (4) hours of excused absence per leave year to serve as a non-partisan poll worker or to participate in non-partisan observer activities at the Federal, State, local (i.e., county and municipal), Tribal, and territorial level, including training periods. (A “leave year” begins on the first day of the first pay period commencing on or after January 1 of the given year and ends on the day before the first day of the next leave year.) This leave is in addition to any other excused absence a BUEs uses to vote. If those duties require the BUE to be absent for a longer period of time, the BUE must use annual leave, credit hours, earned compensatory time off, or LWOP.

Section 5. The leave requests mentioned above shall be granted subject to staffing and workload.

Section 6. If a BUE needs to spend less than 4 hours to vote, only the needed amount of excused absence should be granted.

Section 7. The Agency will strive to accommodate BUE leave requests by making necessary operational adjustments.

Section 8. For the purposes of this Agreement, excused absence may not be used during a non-workday or during overtime work hours outside the tour of duty established for leave charging purposes.

Section 9. Excused absence may be used for any travel time to and from the BUE's voting poll location.

Section 10. A BUE may use excused absence for voting in connection with each covered election event in which the BUE participates by voting. However, a BUE is limited to 4 hours of excused absence for voting per election event.

Section 11. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 12. 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 22nd day of June 2022:

For NATCA:



Dean Iacopelli
Chief of Staff



Nicole Vitale
Director of Labor Relations



Akua Brempong-Smith
Deputy Director of Labor Relations

For the FAA:



Vanessa I. Marzán-Hernández
LR Specialist AHL-300

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 concerning the implementation of the Human Resources Policy Manual (HRPM) LWS 8.23 Parental Bereavement Leave (PBL), dated September 9, 2022, for NATCA bargaining unit employees (BUEs).

Section 1. Upon request of an BUE, the Agency shall grant up to a total of two (2) workweeks of PBL in connection with the death of a qualifying child of the BUE. PBL is paid time off without charge to a BUE’s accrued leave balance that may be taken in connection with the death of an eligible BUE’s qualifying child.

Section 2. For the purposes of this Agreement, eligible BUEs are BUEs with an established part-time or full-time work schedule who have completed at least twelve (12) months of service as an employee of the Government of the United States, including service with the United States Postal Service, the Postal Regulatory Commission, and a nonappropriated fund instrumentality as described in 5 U.S.C. 2105(c).

Section 3. For the purposes of this Agreement, “child” means a biological, adopted, or foster child; a step child; a legal ward; or a child of a person standing in loco parentis who is (1) under eighteen (18) years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability. For the purposes of this Agreement, “in loco parentis” means any individual who has day-to-day responsibility for the care and financial support of a child. A biological or legal relationship is not necessary.

Section 4. The PBL benefit must be used within the single twelve (12) month period linked to the given child’s death. If one or more children of an employee dies at a later time during a twelve (12) month period associated with the earlier death of another child of the employee, each later death will result in the commencement of a corresponding twelve (12) month period. Any use of PBL during this overlap period including parts of more than one twelve (12) month period will count against the two (2) week limit for each affected twelve (12) month period.

Section 5. BUEs shall determine in what order they will utilize PBL and other types of leave (e.g., PBL, sick leave, annual leave, and/or LWOP) for an approved absence as defined in Section 1 of this agreement.

Section 6. BUEs shall be permitted to use PBL in addition to leave approved under Article 25 and Article 26 of the Parties’ Collective Bargaining Agreement (CBA).

Section 7. BUEs shall make requests for PBL via the “PBL Request Form,” attached as Appendix 1. BUEs will provide this form to their immediate supervisor via electronic or hard copy.

Section 8. If the need for PBL is foreseeable, the employee will submit their request for PBL as soon as practicable.

Section 9. Requests for intermittent PBL will not be unreasonably denied.

Section 10. In accordance with Article 104 of the Parties’ CBAs, in the event that legislation is enacted that affects any provision(s) of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 11. Retroactive to December 27, 2021, the Agency shall grant PBL for which the BUE is eligible to cover a period of past leave occurring during the qualifying period.

Section 12. 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 27th day of September 2022:

For NATCA:



Dean Iacopelli
Chief of Staff


For the FAA:



Juan Restrepo
Labor Relations Specialist; AHL-300



Nicole Vitale
Director; Labor Relations



Akua Brempong-Smith
Deputy Dir; Labor Relations

APPENDIX 1

PARENTAL BEREAVEMENT LEAVE (PBL) REQUEST FORM

Employee's Name:	Facility/Line of Business/Staff Office:
Anticipated Leave Start Date:	Anticipated Leave End Date:
In accordance with the September 27, 2022 Memorandum of Understanding between NATCA and the FAA ("PBL MOU"), I request PBL for the timeframe stated above.	
Employee's Signature:	Date:
<i>(for Agency use)</i> <input type="checkbox"/> Your PBL request is approved. <input type="checkbox"/> I have determined that you are not eligible for PBL under the PBL MOU for the following reason(s): <input type="checkbox"/> _____	
Manager's Signature:	Date:

**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 Change in Position Sensitivity Levels for Office of Aerospace Medicine (AAM) 1801 positions.

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 ID Media Office 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. The Agency agrees to provide NATCA with its notification to BUEs and an opportunity to comment prior to its dissemination to BUEs.

Section 7. The Agency agrees that the position sensitivity level change will not change the current drug and alcohol testing requirements for the 1801 positions.

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 29th day of August 2023.

For NATCA:



Dean Iacobelli
Chief of Staff



Nicole Vitale
Director Labor Relations



Jon Cakmakci
Labor Relations Staff Attorney

For the FAA:

Patricia Silva

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Date: 2023.08.15 09:27:31 -0400

Patricia Silva
Office of Labor and Employee Relations, AHL-300

NANCY Y

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RODRIGUEZ BROWN

RODRIGUEZ BROWN

Date: 2023.08.15 09:33:01
-0400

Nancy Rodriguez Brown
Drug Abatement Director, AAM-800

**VIRGINIA JOSEFA
LOZADA**

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JOSEFA LOZADA
Date: 2023.08.15 08:29:34 -0400

Virginia Lozada
Acting Deputy Director, AAM-800

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

This Agreement is entered into 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 Parties’ February 28, 2019 Memorandum of Understanding (MOU) regarding FAA Order 1600.69C.

Section 1. The Parties agree that the February 28, 2019 MOU regarding FAA Order 1600.69C shall remain in full force and effect upon execution of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.


Section 2. Any proposed changes to FAA Order 1600.69C, including the potential implementation of FAA Order 1600.69D for NATCA bargaining unit employees, shall be addressed in accordance with Article 7 of the Parties’ CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 16 day of May 2024:


For the Union:


Andrew LeBovidge
Executive Vice President
Chief Negotiator


Nicole Vitale
Director of Labor Relations

For the Agency:


Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator


Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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: (1) the recording of time and attendance in CRU-X/ART of employees’ sign in/out, off/on procedure(s), and time assigned to other duties; and (2) the use of the “break board” systems.

Section 1. The Parties agree that there shall be no change to the established practices concerning: (1) the recording of time and attendance in CRU-X/ART of employees’ sign in/out, on/off procedure(s), and time assigned to other duties; and (2) the use of “break board” systems. All practices in effect at the time of the signing of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs) shall remain in effect.

Section 2. The Parties agree that there shall be no change to the existing LDR and/or activity codes in effect at the time of the signing of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs) unless mutually agreed to by the Parties at the national level.

Signed this 16 day of May 2024:

For the Union:

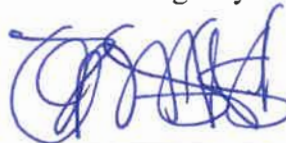


Andrew LeBovidge
Executive Vice President
Chief Negotiator



Nicole Vitale
Director of Labor Relations

For the Agency:



Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator



Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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 Parties’ May 29, 2021 Aircraft Certification (AIR) Solicitation of Interest Dashboard MOU.

Section 1. The Parties agree that the May 29, 2021 AIR Solicitation of Interest Dashboard MOU shall remain in full force and effect upon execution of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.


Section 2. Any proposed changes to the AIR Solicitation of Interest Dashboard MOU shall be addressed in accordance with Article 7 of the Parties’ CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 16 day of May 2024:


For the Union:


Andrew LeBovidge
Executive Vice President
Chief Negotiator


Nicole Vitale
Director of Labor Relations

For the Agency:


Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator


Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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 Parties’ March 20, 2008 Credentialing Memorandum of Understanding (MOU).

Section 1. The Parties agree that the Credentialing MOU shall remain in full force and effect upon execution of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to the Credentialing MOU shall be addressed in accordance with Article 7 of the Parties’ CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 4th day of June 2024:

For the Union:



Andrew LeBovidge
Executive Vice President
Chief Negotiator



Nicole Vitale
Director of Labor Relations

For the Agency:

VANESSA IVELISSE
MARZAN-
HERNANDEZ  Digitally signed by VANESSA
IVELISSE MARZAN-HERNANDEZ
Date: 2024.06.04 09:00:13 -04'00'

Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

TERESA M
THOMAS  Digitally signed by TERESA
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Date: 2024.06.04 07:56:03
-05'00'

Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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 smoking and use of tobacco at facilities.

Section 1. The Parties agree that all designated smoking areas and practices concerning smoking and use of tobacco products at existing FAA facilities shall remain in full force and effect upon execution of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes shall be addressed shall be addressed in accordance with Article 114 of the Parties’ CBA. Upon notification, the Parties agree to establish a workgroup(s) at the appropriate level for matters related to smoking and the use of tobacco at facilities.

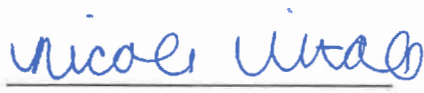
Section 3. Issues arising from smoking and tobacco use will be addressed utilizing the provisions of Article 8 and/or Article 52 of the Parties’ CBA prior to more formal measures being initiated.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

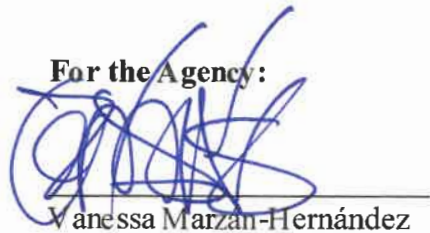
Signed this 29 day of June 2024:

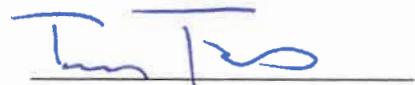
For the Union:


Andrew LeBovidge
Executive Vice President
Chief Negotiator


Nicole Vitale
Director of Labor Relations

For the Agency:


Vanessa Marzan-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator


Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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 Parties’ November 21, 2016 Revised Federal Investigative Standards Memorandum of Understanding (MOU).

Section 1. The Parties agree that the Revised Federal Investigative Standards MOU shall remain in full force and effect upon execution of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to the Revised Federal Investigative Standards MOU shall be addressed in accordance with Article 7 of the Parties’ CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 25 day of June 2024:

For the Union:

For the Agency:



Andrew LeBovidge
Executive Vice President
Chief Negotiator



Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator



Nicole Vitale
Director of Labor Relations



Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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 future negotiations regarding Appendices B and C of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs).

Section 1. The Parties acknowledge future negotiations will be necessary to modify Appendices B and C of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 CBAs due to pending FLRA Case No. WA-RP-24-0001 and changes to organizational nomenclature due to prior reorganizations. Consequently, the Parties agree to meet and negotiate to make necessary updates and/or changes in accordance with Article 7 of the Parties’ CBAs.

Section 2. Negotiations will be triggered by a final determination in FLRA Case No. WA-RP-24-0001 as follows:

- If the FLRA determines that NATCA’s existing bargaining units remain appropriate, negotiations will commence within sixty (60) days of that final determination.
- If the FLRA determines an election is warranted, negotiations will commence within sixty (60) days of the FLRA’s certification of representative following the election.

Section 3. The timelines in Section 2 of this agreement may be modified by mutual agreement of the Parties.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.


Signed this 23 day of July 2024:

For the Union:



Andrew LeBovidge
Executive Vice President
Chief Negotiator

For the Agency:



Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator



Nicole Vitale
Director of Labor Relations



Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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 negotiation of procedures for bidding on Drug Abatement inspection schedules under the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs).

Section 1. Within sixty (60) days of signing a successor agreement to the Parties’ April 7, 2011 and June 2, 2013 CBAs, procedures for employees bidding on the quarterly inspection schedule shall be negotiated between the Union and the Agency at the National level. The Parties agree to conclude negotiations as expeditiously as possible.

Section 2. The Parties agree to retain the following Memoranda of Understanding (MOUs) until the negotiations described in Section 1 are completed:

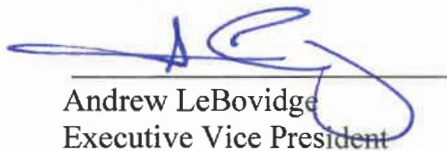
- DAI Bidding on Quarterly Inspection Schedule MOU, dated May 9, 2017
- Amendment to May 9, 2017 DAI Bidding MOU (Virtual Inspections), dated August 13, 2021
- Collaborative Agreement Amending May 9, 2017 DAI Bidding MOU, dated February 23, 2023

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 4. This Agreement shall remain in full force and effect until the negotiations described in Section 1 are completed.


Signed this 24 day of July 2024:

For the Union:



Andrew LeBovidge
Executive Vice President
Chief Negotiator

For the Agency:



Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator

Nicole Vitale

Nicole Vitale
Director of Labor Relations

Teresa Thomas

Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

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

This Agreement is entered into 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 Aircraft Certification Work Tracking System (“AIR-WTS”) and is applicable to NATCA bargaining unit positions in AIR where AIR-WTS is utilized.

Section 1. NATCA Union Representatives will have access to all metrics, data, and reports available from AIR-WTS

Section 3. Execution of this Agreement cancels the Parties’ August 14, 2017 Memorandum of Understanding (MOU) regarding the implementation of the AIR-WTS.

Section 4. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 24 day of July 2024:

For the Union:



Andrew LeBovidge
Executive Vice President
Chief Negotiator

For the Agency:



Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator



Nicole Vitale
Director of Labor Relations



Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FEDERAL AVIATION ADMINISTRATION
AND THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 concerning Human Resource Policy Manual (HRPM) Policy Bulletin (PB) #124, Time Used for Obtaining a COVID-19 Vaccination dated July 19, 2024, and supersedes the Parties' PB #124 Memorandum of Understanding dated November 8, 2022.

Section 1. Bargaining Unit Employees (BUEs) shall be afforded excused absence to obtain a COVID-19 vaccination or booster as follows:

- A. Up to four (4) hours to obtain the initial dose of a COVID-19 vaccination and second dose, if part of a two-dose series.
- B. Up to four (4) hours to obtain booster dose(s) of a COVID-19 vaccination.

Section 2. Requests under Section 1 are subject to staffing and workload and shall be considered and approved on a first-come, first-serve basis. For telework-eligible BUEs, absent an emergency or special circumstance, requests shall be approved. If a request is denied, the Agency will provide a date by which the request shall be granted. The approved date shall not be more than seven (7) days from the requested date.

Section 3. BUEs will present proof to their immediate supervisor that they received a COVID-19 vaccination as follows:

- A. Proof of vaccination may be a copy of the record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card, a copy of medical records documenting the vaccination, a copy of immunization records from a public health or state immunization information system, or a copy of any other official documentation containing the following required information:
 - a. BUE's name,
 - b. Type of vaccine administered,
 - c. Date(s) of administration, and
 - d. Name of health care professional(s) or clinic sites(s) administering the vaccines.

The immediate supervisor will not retain proof of vaccination.

Section 4. BUEs with a medical certificate or medical clearance who are required to observe a 48-hour "Do Not Fly"/do not perform safety-sensitive duties interval after each dose of the vaccine will be afforded two (2) workdays of excused absence after receiving each dose of a COVID-19 vaccination/booster, if otherwise scheduled to work and approved in advance in accordance with Section 2 of this MOU. These BUEs are not required to experience an adverse reaction to the vaccine/booster to receive this time.

Section 5. BUEs will use their normal means of recording time and attendance (e.g., Web Scheduler, CRU-ART, CASTLE) to record excused absence taken in accordance with PB #124.

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Section 7. Either Party may request to reopen this Agreement to address changes in the Agency's requirements for BUEs with a medical certificate or medical clearance to observe a 48-hour "Do Not Fly"/do not perform safety-sensitive duties interval after each dose of the vaccine or changes in Centers for Disease Control or applicable Office of Personnel Management guidance.

Section 8. 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 23rd day of August 2024:

For NATCA:



Dean Iacopelli, Chief of Staff

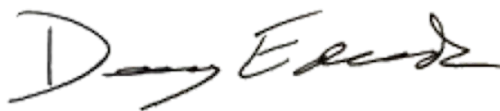


Nicole Vitale, Director of Labor Relations

For the Agency:



John Trowbridge, (A) Director
Labor & Employee Development (AJG-L)



Douglas Edwards, LR Specialist
Collective Bargaining Services (AHL-300)

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

This Agreement is entered into 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 Parties’ January 30, 2008 Memorandum of Understanding (MOU) regarding Compensatory Time.

Section 1. The Parties agree that the January 30, 2008 MOU regarding Compensatory Time shall remain in full force and effect upon execution of the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 Collective Bargaining Agreements (CBAs), except as modified in accordance with Section 2.

Section 2. Any proposed changes to the accumulation and use of compensatory time, including the potential implementation of HRPm PRE-3.1 and HRPm PRE-3.2 for NATCA bargaining unit employees, shall be addressed in accordance with Article 7 of the Parties’ CBAs.

Section 3. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or CBA on behalf of either Party.

Signed this 27 day of August 2024:

For the Union:



Andrew LeBovidge
Executive Vice President
Chief Negotiator



Nicole Vitale
Director of Labor Relations

For the Agency:



Vanessa Marzan-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator



Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND THE FEDERAL AVIATION ADMINISTRATION**

This agreement is made and entered into by the National Air Traffic Controllers Association, hereinafter referred to as ("NATCA" or "Union"), and the Federal Aviation Administration, hereinafter referred to as ("FAA" or "Agency"), and collectively known as "the Parties". This Agreement represents the complete understanding between the Parties concerning the procedures for notifying the Union of scheduled water quality testing at the nine (9) FAA Regional Offices.

1. The Agency agrees to annually notify the NATCA National Office of any Agency scheduled water quality testing for the nine (9) FAA Regional Offices.
2. Any water filters on Agency-maintained refrigerators in the nine (9) FAA Regional Offices will continue to be replaced based on usage and the filters will be replaced as needed. However, if usage does not require replacement, the filter will be replaced once per year.
3. The Parties acknowledge that they are currently negotiating a successor contract for the 2011 (Multi-Unit) and 2013 (Consolidated) collective bargaining agreements (CBA). This MOU shall be effective at the signature of the Parties. It will remain in effect after the implementation and until the expiration of the successor CBA.

For NATCA:

Brad Davidson
Digitally signed
by Brad Davidson
Date: 2024.08.30
11:08:50 -07'00'

Brad Davidson
NATCA Region X RVP

For the Agency:

SEAN S TORPEY
Digitally signed by
SEAN S TORPEY
Date: 2024.08.30
11:59:38 -04'00'

Sean Torpey
Deputy Assistant Administrator
APL-2 (A)

Agency Head Review:

MIGUEL A NIEVES-MOJICA
Digitally signed by
MIGUEL A NIEVES-
MOJICA
Date: 2024.08.30
20:26:27 -04'00'

Miguel Nieves-Mojica
Deputy Executive Director LER
AHL-002

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

This Agreement is entered into 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 paid parental leave (PPL) provisions of HRPM LWS-8.20, Family and Medical Leave Act (FMLA), dated July 5, 2021, for NATCA bargaining unit employees (BUEs).

Section 1. Effective October 1, 2020, BUEs may substitute up to 12 workweeks of PPL for FMLA unpaid leave granted in connection with the birth of an employee’s son or daughter or placement of a son or daughter with an employee for adoption or foster care occurring on or after that date, thus allowing time for bonding between parent and child.

Section 2. Effective January 1, 2021, and in accordance with the National Defense Authorization Act for Fiscal Year 2021 and HRPM LWS-8.20, there is no requirement that BUEs have worked for at least 1,250 hours over the previous 12-month period to be eligible for PPL.

Section 3. Effective December 22, 2023, the 12-month eligibility period required for PPL shall include honorable active service in the Army, Navy, Air Force, Space Force, or Marine Corps. BUEs seeking PPL under this Section for a qualifying birth or placement of a child must submit their request for PPL using the attached PPL Form in accordance with Section 8 of this Agreement and HRPM LWS-8.20. Submission of a request for PPL under this Section shall be considered to constitute a BUE’s choice to use PPL in lieu of other leave as defined in Section 5 of this Agreement. Within sixty (60) days, the Parties will meet, agree on, and effectuate an appropriate make-whole remedy for each BUE who was denied or deemed ineligible for PPL due to uncredited honorable military service between December 22, 2023, and the implementation date of this Agreement. Any leave restored as a result of a make-whole remedy will be converted to PPL and shall be deducted from the 12 workweeks of PPL available for the birth/placement of the child under LWS-8.20. All other provisions of this Agreement and LWS-8.20, paragraph 9 remain unchanged.

Section 4. PPL may be substituted for any period of approved FMLA leave as defined by Section 1, including intermittent use of FMLA. Intermittent use of FMLA for this purpose shall not be unreasonably denied.

Section 5. BUEs shall determine in what order they will utilize PPL and other types of leave (e.g. PPL, sick leave, annual leave, and/or LWOP) for an approved absence as defined in Section 1 of this Agreement.

Section 6. BUEs will make requests for PPL via the “PPL Request Form,” attached as Appendix 1. BUEs will provide this form to their first-line supervisor via electronic or hard copy.

Section 7. BUEs should make requests for PPL as soon as practicable. BUEs may need to adjust the proposed dates of use due to unforeseen circumstances. Should such circumstances arise, a BUE shall submit a new or revised request for PPL as soon as practicable.

Section 8. The PPL Request Form shall be submitted to the BUEs immediate supervisor who shall approve/deny and sign the PPL Request Form and return it to the BUE within seven (7) calendar days following the date the employee submitted the request. The Agency shall identify the specific reason(s) for the denial on the PPL Request Form.

Section 9. In accordance with Article 104 of the Parties’ Collective Bargaining Agreements (CBAs), in the event that legislation is enacted that affects any provision(s) of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 10. The implementation of this Agreement does not alter or change the provisions of Article 31 of the Parties’ 2016 CBA and the Parties’ October 1, 2019, MOU regarding HRPM WLB-12.8, FAA Nursing Mothers Program, which provide BUEs reasonable paid breaks to express milk. BUEs will not be required to substitute PPL for such breaks.

Section 11. Execution of this Agreement cancels the Parties’ May 16, 2024, MOU regarding the implementation of PPL for NATCA BUEs.

Section 12. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or CBA on behalf of either Party.

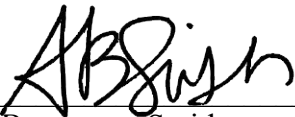
Section 13. This Agreement will remain in effect for the duration of each applicable CBA.

Signed this 16th day of November 2024:

For the Union:

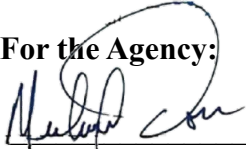


Jamal Haltom
National Training Representative

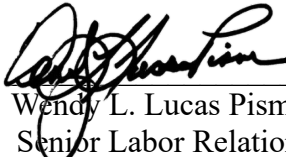


Akua Brempong-Smith
Deputy Director of Labor Relations

For the Agency:



Michael Doss
Director, Collective Bargaining Services



Wendy L. Lucas Pisman
Senior Labor Relations Specialist

APPENDIX 1

PAID PARENTAL LEAVE REQUEST FORM

Employee's Name:	Facility/Line of Business/Staff Office:
Anticipated Leave Start Date:	Anticipated Leave End Date:
<p>In accordance with the May 16, 2024 Memorandum of Understanding between NATCA and the FAA ("Paid Parental Leave MOU"), I request paid parental leave for the timeframe stated above. The reason for this request is:</p> <p style="padding-left: 40px;">Birth of a son or daughter and care of the newborn</p> <p style="padding-left: 40px;">Placement of a son or daughter with an employee for adoption or foster care</p> <p>I understand that it is my responsibility to advise my manager if my anticipated leave end date or start date changes.</p>	
Employee's Signature:	Date:
<p><i>(for Agency use)</i></p> <p>Your paid parental leave request is approved.</p> <p>I have determined that you are not eligible for paid parental leave under the Paid Parental Leave MOU for the following reason(s):</p> <p style="text-align: center;">_____</p>	
Manager's Signature:	Date:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL AVIATION ADMINISTRATION
AND
THE NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**

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 regarding NATCA bargaining unit employees covered by the successor agreement to the Parties’ April 7, 2011 and June 2, 2013 collective bargaining agreement (CBAs) appearing on camera during virtual meetings using software applications and/or technology (e.g. Zoom, MS Teams).

Section 1. If directed by management, employees shall turn on cameras (i.e. utilize live video) while participating virtually in work-related activities (e.g., meetings, trainings, interviews, etc.). The Agency will provide reasonable advanced notice to the BUEs of this requirement.

Employees may turn off a video camera in certain reasonable circumstances, including but not limited to:

- a. sharing their screen with other meeting attendees,
- b. taking short breaks, and/or
- c. when an emergency exists.

Section 2. Employees who are expected to appear on camera while participating virtually in work-related activities will be provided with government-furnished equipment that includes a working video camera and audio apparatus, microphone, and virtual meeting application software.

Section 3. Employees shall be permitted to use background blurring and/or appropriate background images when appearing on camera while participating virtually in work-related activities. The Agency may provide and require the use of organizationally related background images for meetings with external stakeholders. The display of Union insignias in the background images shall be permitted.

Section 4. Issues arising from an employee’s camera use may be addressed using Article 8 (Problem Solving) and/or Article 52 (Professional Standards Program), as applicable, prior to initiating other compliance measures.

Section 5. The provisions of this MOU do not apply to employees acting in the capacity of a designated Union representative.

Section 6. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation, or the Parties’ CBA on behalf of either Party.

Handwritten signatures and initials in blue ink, including a large signature on the left and initials 'NV' and 'FT' on the right.

Section 7. This Agreement shall remain in full force and effect for the duration of the Parties' CBA unless modified by mutual agreement of the Parties.

Signed this 5th day of December 2024.

For the Union:




Andrew LeBovidge
Chief Negotiator


For the Agency:



Vanessa Marzán-Hernández
Labor Relations Specialist, AHL-300
Chief Negotiator



Nicole Vitale
Director of Labor Relations



Teresa Thomas
Manager, Labor and Employee
Relations, AHL-C100

MEMORANDUM OF UNDERSTANDING
Between the
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION (AFL-CIO)
and the
FEDERAL AVIATION ADMINISTRATION

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the National Air Traffic Controllers Association, AFL-CIO (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively referred to as the “Parties.” This Agreement represents the complete understanding between the Parties regarding the temporary increase in On-The-Job Training Instruction (OJTI) premium pay and the introduction of simulation training premium pay.

Section 1. Effective the first full pay period of January 2025:

- a. Bargaining unit employees conducting on-the-job-training (OJT) will receive additional premium pay of 15 percent (15%) of the applicable hourly rate of Base Pay times the number of hours and portions of an hour during which the employee is providing on-the-job-training (OJT) while the employee receiving training is directly involved in the separation and control of live traffic. This additional premium pay supplements the OJTI premium pay provided by Article 68 of the 2016 CBA (Slate Book) and 2013 CBA (Purple Book).
- b. Premium pay shall be paid at the rate of twenty-five (25%) of the applicable hourly rate of Base Pay times the number of hours and portions of hours during which a bargaining unit employee is providing instruction for assigned simulation training, stage training, or skill training in simulator labs (e.g., TTLs, TSSs, ETGs).

Section 2. Nothing in this Agreement shall be construed as a waiver of any rights afforded under the 2016 Collective Bargaining Agreement, applicable law, rule, or regulation.


Section 3. This Agreement shall remain in effect for a period of one (1) year ending the first full pay period of January 2026 and may be extended for a period of one (1) additional year by mutual agreement of the parties.

Signed this 6th day of December 2024.

For NATCA:




Dean Iacopelli

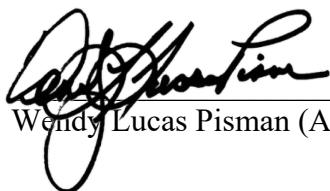


Jarral Haltom

For the Agency:



Rolando Caparas



Wendy Lucas Pisman (AHL-300)