

APPENDIX N

NATCA Bargaining Unit - Other Duties Tasks

CODE USE	TASK_NAME	TASK_DESC
REQUIRED	# PRE/POST POSITION BRIEFING - ATC	Pre/Post Position briefing time
REQUIRED	ADMIN AIRSPACE AND PROCEDURES-ATC	Administrative activities for Airspace and Procedures
REQUIRED	ADMIN AUTOMATION-ATC	Administrative activities for Computer Automation
REQUIRED	ADMIN MILITARY OPERATIONS-ATC	Administrative activities for Military Operations
REQUIRED	ADMIN QA-ATC	Administrative activities for quality assurance including accident/incident investigations and packages
REQUIRED	ADMIN SCHEDULE-ATC	Administrative activities for creating and maintaining facility schedules
REQUIRED	ADMIN SUPPORT ARTICLE 17 DUTIES	Administrative activities for general administrative duties
REQUIRED	ADMIN TRAINING ADMINISTRATION-ATC	Administrative activities for training including development/delivery of training and/or maintaining training records
REQUIRED	ARTICLE 48 DUTIES	Perform Article 48 Duties
REQUIRED	NON-POSITION OPERATIONAL DUTIES - ATC	Including Monitor Operations, Aviation Medical, Facility tours, Rainchecks, Career Days, etc.
REQUIRED	OJT BRIEFINGS/MEETINGS - ATC	Activities associated with OJT (OJT briefings, OJT Team meetings, complete training form, OJT training, etc.)
REQUIRED	TRAINING (CBI MBI REFRESHER, Team Briefing, ETC.) - ATC	Attend onsite training and development programs
REQUIRED	TRAINING OFFSITE (RTF, OJTI, ETC.) - ATC	Attend offsite training and development programs, including on-duty travel time to/from training site
		Official time granted for employee representation functions in connection with such things as grievances, arbitrations, adverse actions, alternative dispute resolution (ADR), and other labor relations complaint and appellate processes. This category may also include Union counseling of employees on problems, phone calls, e-mails, and meetings with management concerning employee complaints/problems that are pre-grievance or pre-complaint, but not part of any formal ADR process.
REQUIRED	LRD Dispute Resolution	
		Official time authorized for representational functions in connection with all other activities not covered by the categories of Negotiations and Dispute Resolution. This category might include labor-management committees, partnership activities where the Union is represented, consultation, pre-decisional meetings, walk-around time for OSHA inspections, labor relations training for Union representatives, and formal and Weingarten-type meetings under 5 USC 7114(a)(2)(A) and (B).
REQUIRED	LRG General LMR	
		Includes time used by Union representatives for, or in preparation for, negotiations occurring during the term of that agreement (i.e. mid-term bargaining). This category includes both interest-based and position-based negotiations. FMCS, FSIP, and interest arbitration services are also included in this category.
REQUIRED	LRM Midterm Negotiations	
		Includes time used by Union representatives for, or in preparation for: (1) negotiations over a basic agreement; or (2) negotiations over the supplementation or renegotiation of that agreement or under a re-opener provision in that agreement.
OPTIONAL	LRT Term Negotiations	
OPTIONAL	ATSAP-PROVIDE TRAINING	BUE's conducting ATSAP training
OPTIONAL	ATSAP-RECEIVE TRAINING	BUE's attending training for ATSAP/ATSAP ERC
OPTIONAL	CRITICAL INCIDENT STRESS MANAGEMENT-ATC	Support of the Critical Incident Stress Team
OPTIONAL	EEO COUNSELORS ACTIVITIES - ATC	EEO counselors Activities
OPTIONAL	ERAM IMPLEMENT TRNG 4090	ERAM Implementation Training
OPTIONAL	ERAM SITE PREP/INSTALL/TEST AND CHECKOUT 4060	ERAM Site Prep, Install, Test and Checkout
OPTIONAL	HAITI EARTHQUAKE	Support Haitian Earthquake Relief Effort
OPTIONAL	OSHKOSH OTHER - ATC	Activities related to Oshkosh
OPTIONAL	OSHKOSH STAFF TEMP FACILITY - ATC	Staffing Temporary Facility for Oshkosh
OPTIONAL	STAFF TEMP FACILITY - ATC	Staffing Temporary Facility for Special Event
OPTIONAL	SUN N FUN OTHER - ATC	Activities related to SUN N FUN
OPTIONAL	SUN N FUN STAFF TEMP FACILITY - ATC	Staffing Temporary Facility for SUN N FUN
OPTIONAL	TMA IMPLEMENT TRNG 4090	TMA Implementation Training
OPTIONAL	TMA SITE PREP/INSTALL/TEST AND CHECKOUT 4060	TMA Site Prep, Install, Test and Checkout

NATCA Bargaining Unit - Other Duties Tasks

ADMIN ONLY	TRAINING QUALIFICATION CLASSROOM-ATC	Employee is assigned to the classroom portion of any "Stage" of training (Stage II, IV, V, VII)
ADMIN ONLY	TRAINING TSS-ATC	Assignment to the TSS and actually running TSS scenarios
ADMIN ONLY	TRN STAGE 1-ATC	2152 Developmental receiving Stage 1 training
ADMIN ONLY	TRN STAGE 2-5 CLASSROOM-ATC	2152 Receiving Classroom Training Stage 2-5
ADMIN ONLY	TRN STAGE 2-5 PRE/DEBRIEF SIMULATION-ATC	2152 Receiving or Providing Pre/Post Simulation debrief
ADMIN ONLY	TRN STAGE 2-5 SELF STUDY-ATC	2152 Developmental self study Stage 2-5
ADMIN ONLY	TRN STAGE 2-5 SIMULATION-ATC	2152 Receiving or providing Stage 2-5 Simulation training
ADMIN ONLY	TRN STAGE 6-7 CLASSROOM-ATC	2152 Receiving Classroom Training Stage 6-7
ADMIN ONLY	TRN STAGE 6-7 PRE/DEBRIEF SIMULATION-ATC	2152 Receiving or Providing Pre/Post Simulation debrief
ADMIN ONLY	TRN STAGE 6-7 SELF STUDY-ATC	2152 Developmental self study Stage 6-7
ADMIN ONLY	TRN STAGE 6-7 SIMULATION-ATC	2152 Receiving or providing Stage 6-7 Simulation training
INTERFACE	AVAILABLE NOT ASSIGNED - ATC	Controller in Available List
INTERFACE	CONTROLLER IN CHARGE - ATC	Controller performing Watch Supervision (CIC)
INTERFACE	ON POSITION - ATC	Controller On Position
INTERFACE	PROVIDE OJT - ATC	Controller performing OJT
INTERFACE	RECEIVE OJT - ATC	Developmental receiving OJT



**AIR TRAFFIC ORGANIZATION
MEMORANDUM TO
SUPERVISORS AND MANAGERS**

From: H Michael Brown

Date: June 8, 2010

Re: 2010 Cru ART MOU Section 8 Code Guidance

This guidance is being provided to the field to assist in the administration of the 2010 Cru ART, Section 8.

IAW Section 8 of the 2010 Cru ART MOU the Agency and NATCA completed the review of the codes and attached is a list of the *only* codes that can be used in the system. The attached list also contains a brief description of each code. This list should be provided to all OMs/FLMs and CICs as part of their CRU-X/ART training, and should also be kept in the operation for reference.

The list of codes is broken down into 4 sections.

- Required - Codes required for all facilities
- Optional - Codes to be used as necessary
- Administrative - Codes that are to be used in the Administrative areas *only*
- Interface - These tasks will not appear in the "Other Duties List" but are automatically recorded by the application from other areas on the Cru-X/ART duty board.

All current codes will be replaced with the new required codes on June 14, 2010.

Managers should work collaboratively with their Facility Rep to decide if any of the optional codes are needed locally.

Questions concerning this guidance should be forwarded to the appropriate ETR or submitted to following email address:

9-AJG-C-MoU

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 implementation of Arbitrator Ira Jaffe's October 7, 2009 arbitration award ("Award"). This MOU covers the following Bargaining Units represented by NATCA: Air Traffic Control Specialists, Traffic Management Coordinators, Staff Support Specialists, and NOTAM Specialists.

Section 1. The Parties recognize that the terms of the Award directed the Agency to restore the status quo ante and continue the status quo ante until all legal and contractual preconditions to changing those established conditions of employment were satisfied. Such an order required the Agency to readopt the provision of the 2002 CRU-X/ART MOU and the 2003 Addendum until the Parties were able to negotiate a successor agreement regarding the CRUX/ART MOU. The Parties recognize that this agreement solely serves as a means to effectuating the Arbitrator's Award. All future changes are subject to legal and contractual bargaining obligations.

Section 2. Within thirty (30) days of the effective date of this agreement, the Agency will not require bargaining unit employees (except Controllers in Charge, who may be assigned these duties) to "drag and drop" as a way of maintaining time on position records. Any Controller in Charge who is required to perform the "drag and drop" operations in the course of their duties shall be provided training as appropriate.

Section 3. The Agency has determined that the recording of employee time on position activity shall be accomplished in a uniform and consistently applied manner using the Agency's CRU-X/ART system.

Section 4. A bargaining unit employee, who reports for his or her scheduled shift on time, will not be required to sign in to the CRU-X/ART system at the start of their scheduled shift. However, an employee who elects to utilize flex time or approved leave at the start of their shift will make the appropriate sign in entries in the system. The bargaining unit employee shall not be required to sign out unless assigned duties as a Controller in Charge. A bargaining unit employee who takes leave during or at the end of the shift must make the appropriate sign out entries in the system.

Section 5. The Union, at the local level, shall be allowed to reinstate "break board" systems. Any issues related to the development, placement, or use of "break boards" shall be addressed at the local level. The use of the "break boards" does not supersede management's right to make or alter break assignments.

Section 6. Upon the effective date of this Agreement, the Agency agrees to terminate the use of any LDR or activity codes regarding Facility Absence associated with Article 33, Section 2 of the 2009 Collective Bargaining Agreement.

Section 7. The parties will follow the Collective Bargaining Agreement for the purpose of recording official time in four (4) categories using the Agency's system.

Section 8. Within seven (7) days of the signing of this Agreement, the FAA shall schedule a meeting to brief the Union on all the LDR and/or activity codes that have been created by the FAA. Within seven (7) days of that briefing, the Union shall indicate which of the codes the Union mutually agrees that the Agency can continue using. Upon the effective date of this agreement, the Agency will continue to use the LDR codes agreed upon in the 2002 MOU, the 2003 Addendum, the 2009 Collective Bargaining Agreement, and those reached in this subsequent exchange.

Section 9. Within thirty (30) days of the effective date of this Agreement, NATCA shall designate a full time National Representative in accordance with the 2002 MOU and 2009 Collective Bargaining Agreement. The National Representative will be designated on duty time for the purposes of the assignment. There shall be no requirement that the representative be permanently based in Washington, DC. Any travel and per diem will be in accordance with the Parties' Collective Bargaining Agreement and Agency regulations.

Section 10. The National Representative shall be afforded full participation in the development, maintenance, and implementation of the CRU-X/ART or subsequent system, as it pertains to use by bargaining unit employees. As such, the National Representative shall be provided access to information related to use of the system. The National Representative shall also be provided access to relevant information and data related to the Agency's efforts to develop any system that will replace CRU-X/ART. The National Representative shall be a full participant in any activity related to functionality or use by the bargaining unit and will jointly develop any training materials and communication for the bargaining unit. The National Representative shall work, in conjunction with the Agency' Representative, to address any technical concerns related to the administration of the 2002 MOU and the 2003 Addendum including, but not limited to, the "On Duty" list addressed in Section 5 of the 2002 MOU.

Section 11. Should the Parties mutually agree to the necessity of Regional or Local Focal Points or Subject Matter Experts related to CRU-X/ART or the development of any changes to the system, those representatives will be granted duty time as necessary, subject to operational requirements.

Section 12. Any training materials developed by the Agency prior to the assignment of the National Representative shall be provided to NATCA in advance of any dissemination for review and comment.

Section 13. The terms of this Agreement shall remain in full force and effect until the Parties complete their bargaining obligation to make changes or upon the expiration of the 2009 Collective Bargaining Agreement, whichever comes first.

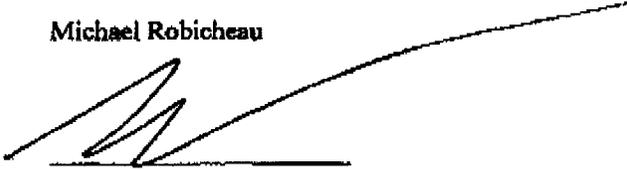
Section 14. The terms of this Agreement resolve outstanding disputes over the use of the CRU-X/ART system, LDR codes and activity codes. By execution of this agreement and implementation of its terms, the following disputes are withdrawn and/or deemed by the parties to be resolved in full:

WA-CA-10-0164 (filed 01/04/2010)
WA-CA-10-0176 (filed 01/07/2010)
FAA Grievance # G104635, elevated October 2, 2009

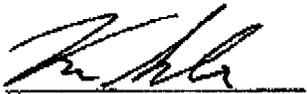
For the Union:



Michael Robicheau

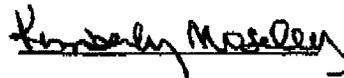


Phil Barbarello



Kevin Sills

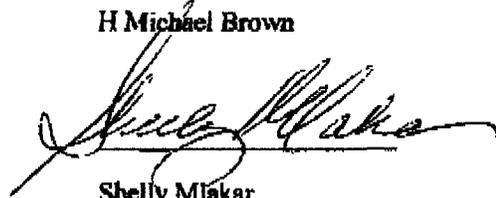
For the Agency:



Kimberly Moseley



H Michael Brown



Shelly Mlakar



Robert Tobin

Date: 3-25-2010