

ARTICLE 108

PAY

Section 1. The express terms of this Article apply to the air traffic controllers (ATCS), traffic management coordinators/specialists (TMC/TMS) and NOTAMS bargaining units. Air Traffic Pay Plan pay bands in Appendix 4 shall only be adjusted in accordance with this Agreement.

Section 2. Definitions.

- A. Basic Pay is defined as the employee's ATC pay rate including applicable locality adjustment in effect.
- B. The Classification Index (CI) is defined as the numerical index derived from the jointly developed classification formula that is used to determine the ATC Facility Level.
- C. Step Pool: The step pool represents the average government wide step increase and will be sufficient to provide a 1.6% increase in the average pay rate for all members of the bargaining units.
- D. MSS Positions: Manager, Supervisor and Staff (MSS) levels have been established for various categories of positions. These levels are referred to by an identifier of MSS-X. MSS-1 includes TMCs/TMSs and facility staff specialists and MSS-2 includes facility operational supervisors.
- E. Unsuccessful Training: The inability to successfully conclude an air traffic control training program in either a terminal or en route facility in the Agency. There are three (3) scenarios applicable to unsuccessful training:
 - 1. Developmental: Initial certification attempt(s) at a terminal/en route facility(s) with the purpose of attaining Certified Professional Controller status.
 - 2. CPC re-certification: The attempt by a Certified Professional Controller at a terminal/en route facility to regain fully certified status due to a certification loss at his/her present facility. (e.g. medical disqualification, loss of currency, or performance).
 - 3. CPC certification: Subsequent certification by a Certified Professional Controller upon reporting to a new terminal/en route facility.
- F. Certified Professional Controller (CPC): This title applies exclusively to a civilian Air Traffic Control Specialist who is or has been facility certified in the terminal/en route air traffic control option in the Air Traffic Service, and who is currently engaged exclusively in the separation and control of live air traffic in terminal/en route facilities in the Air Traffic Service. Once facility certified in the terminal/en route option within the Agency, a controller retains the CPC title as long as he/she remains in or regains this ATC career status. For TMCs and TMSs this title applies exclusively to air traffic control specialists who are facility certified and are involved in the traffic flow management of aircraft.
- G. The ATC Classification Level: The ATC levels have been established by the Parties using a classification formula that computes a Classification Index (CI) for each air traffic facility in terminals and en route centers.

Section 3. Applicable Pay and Differentials.

- A. Bargaining Unit Employees shall have their pay determined by the facility ATC level to which they are assigned. Field ATC facility levels range from ATC-3 through ATC-12.
- B. COLA Pay/Post Differential: Eligible bargaining unit members will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.
- C. Locality Pay: Eligible bargaining unit members will continue to receive locality pay and will have their locality pay increased annually consistent with government wide changes (Title 5) coincidental with the January pay increase.
- D. Premium Pay: Bargaining unit members will receive all Premium Pay percentages and differentials in connection with holidays, night differential, Sundays, COLA, Post Differentials, operational currency, on-the-job training, meal breaks and any other premiums/differentials in accordance with applicable laws, regulations, and this Agreement.

Employees will earn Sunday premium pay at an additional rate of 25% of their hourly rate of basic pay for all hours actually worked on Sunday. Unless otherwise provided for in this Agreement, all employees will earn night differential at an additional rate of 10% of their hourly rate of basic pay for all hours actually worked between 6 p.m. and 6 a.m.
- E. Overtime Pay: Bargaining unit members will receive Overtime Pay as defined in Article 38 of this Agreement.

Section 4. New Hire /New Entrant Pay Setting.

- A. A New Hire is an individual who has never held an appointment in the Federal Government. A new hire, whether or not he/she is required to attend the Mike Monroney Aeronautical Center, will have their base pay set at the AG Band upon the effective date of their appointment to their facility of record and receive further increases in accordance with Section 5.
- B. A New Entrant is an individual who has never been employed by the Agency as an Air Traffic Control Specialist in the terminal/en route option. A New Entrant, whether or not he/she is required to attend the Mike Monroney Aeronautical Center, will retain their current Federal Pay up to the maximum of the Developmental 3 pay band (career level G) and receive further increases in accordance with section 5.
- C. For a Military controller with 52 consecutive weeks experience as a certified air traffic controller set pay at the ATC-3 CPC minimum and receive further increases in accordance with section 5.
- D. For a Vacancy Announcement/Transfer Request-excluding Entry Level Test Vacancy Announcement/Recruitment Bulletin (AT-SAT), if applicant has 52 consecutive weeks as a DOD Civilian Controller or a FSS-2152 set pay at the minimum of the lowest developmental level for the assigned ATC facility, or at the employee's current rate, not to exceed the top of the lowest developmental level pay band for the assigned ATC facility and receive further increases in accordance with section 5.

- E. When any employee meets more than one of the criteria in this Section the employees pay will be initially set at using the criteria that provides the employee with the highest pay and receive further increases in accordance with section 5.
- F. A Re-entrant into the Terminal/En Route Option:
- 1) CPC Re-entrant: An individual who is not currently employed as an Air Traffic Controller by the Agency but was previously an FPL/CPC Air Traffic Controller in the Agency terminal/en route option.
 - a. A CPC re-entrant currently employed by the Federal Government who converted into the AT Pay Plan(via any means) and subsequently moved into a position not covered by the AT Pay Plan, will retain current base pay so long as that rate of pay fits within the established CPC pay band for the facility to which assigned. If current base pay is below the minimum of the CPC pay band pay will be raised to the minimum of the CPC pay band. If the current base pay exceeds the established CPC pay band for the facility ATC level, pay will be capped by the top of the CPC pay band.
 - b. CPC re-entrant currently employed by the Federal Government who never converted into the AT Pay Plan.
 - A CPC re-entrant not receiving any ATRA or IPP differentials, will retain current base pay so long as that rate of pay fits within the established CPC pay band for the facility ATC level to which assigned. If current base pay is below the minimum of the CPC pay band, pay will be raised to the minimum of the CPC pay band. If the current base pay exceeds the established CPC pay band for the facility ATC level, pay will be capped by the top of the CPC pay band.
 - A CPC re-entrant currently receiving the five percent (5%) ATRA operational differential will have the differential added to the current base pay at 4.1% rate.
 - A CPC re-entrant currently receiving the ten percent (10%) Interim Incentive Pay (IPP) will have that differential added to current base pay at the full 10% rate only if the employee returns to the bargaining unit at one of the seven original IPP facilities.
 - After base pay is calculated adding in the ATRA and IIP differentials as appropriate, the new base pay figure must fit into the CPC pay band of the assigned facility. If pay falls below the new CPC pay band, pay will be raised to the minimum of the CPC pay band. Pay may not under any circumstance exceed the top of the CPC pay band.
 - c. CPC re-entrants not currently employed by the Federal Government
 - The starting salary for a CPC re-entrant will be set in the CPC pay band for the ATC Level Facility to which assigned, but in no case will it be higher than the rate of pay held prior to leaving the Bargaining Unit(s), except to raise the pay to the minimum of the CPC pay band. If former pay exceeds the top of the CPC pay band to which assigned, pay will be set at no higher than the top of the band.

Once the appropriate pay adjustment has been made, the individuals covered by provisions of this Section will be considered a CPC at their assigned facility. All subsequent transfers, promotions and other types of employee movement shall be in accordance with applicable rules, regulations and this Agreement.

2) Developmental Air Traffic Controller Re-entrant: An individual who is not currently employed as an Air Traffic Controller by the Agency, but was previously a developmental controller in the Agency, including those at the FAA Academy, in the terminal/en route option.

- The starting salary for a developmental re-entrant will be set at the minimum of the developmental pay band for the lowest available developmental stage for the facility to which assigned.
- If the re-entrant successfully completed D3 stage training before leaving the position, pay will be set at the employee's previous rate of pay, not to exceed the top of the lowest developmental level pay band for the assigned facility.

In no case will pay be higher than the rate of pay held prior to leaving the Bargaining Unit(s).

3) Re-entrant Returning From Leave Without Pay:

- Extended LWOP: Upon return from LWOP of more than one year (consecutive), CPC or Developmental Air Traffic Controllers' base pay shall be set as though the employee never left the applicable pay band except the employee will not accrue any SCI increases to which entitled.
- Limited LWOP: Upon return from LWOP of one year or less (consecutive), CPC or Developmental Air Traffic Controllers' base pay shall be set as though the employee never left the applicable pay band, accruing all OSI/SCI increases to which entitled.

Section 5. Developmental Air Traffic Controller: An air traffic controller in training at a field facility who has never been facility certified in the terminal/en route option in an air traffic control facility in the Agency and therefore has never attained the Certified Professional Controller (CPC) level. Each terminal and en route air traffic control facility has from two to four training stages, as defined in Appendix 5 for Developmental Air Traffic Controllers, dependent on the complexity and number of operating positions within the facility.

Pay for the developmental controller is set in accordance with Appendix 4 as follows:

1. ATC-2 Academy Graduate = 85% of ATC-3
2. Upon successful completion of the first developmental stage of training, the base rate of pay is set at 55% of the minimum CPC base pay of the facility to which assigned. In no case will the base pay be less than a 6.7% increase over the current base pay.*
3. Upon successful completion of the second stage of training, the base pay is set at 70% of the minimum CPC base pay of the facility to which assigned. In no case will base pay be less than a 6.7% increase over the current base pay.*

4. Upon successful completion of the third stage of training, the base pay is set at 85% of the minimum CPC base pay of the facility to which assigned. In no case will the base pay be less than a 6.7% increase over the current base pay.*
5. Upon successful completion of all developmental stages of training and fully certifying on all operational positions, promotion to the CPC level of the facility is accomplished. In no case will the base pay be less than a 6.7% increase over base pay.*

* For facilities for which there are only two developmental training stages the employee's base pay is set at 70% of the minimum CPC base pay upon completion of the first stage of training, but in no case less than 6.7% higher than the previous base pay; where there is only one developmental stage, the base pay is set at 85% of the minimum of the CPC base pay upon completion of the first stage of training, but in no case less than 6.7% higher than previous base pay.

Section 6. A Transfer is defined as any movement of a CPC, MSS-1, or Developmental Air Traffic Controller to another CPC, MSS-1, or Developmental Controller position at the same, lower or higher ATC facility level. This includes bids, swaps and internal placements. There are five kinds of transfers:

1. transfer to a higher level facility.
2. voluntary transfer to a lower level facility.
3. voluntary transfer to the same level facility.
4. involuntary transfer to a lower level facility for performance.
5. either voluntary or involuntary transfer between CPC and MSS-1 position.

A. CPC Transfer:

Once a controller has achieved CPC status in the first terminal/en route facility, that status is permanent. For a CPC, pay is set as follows:

Upon transfer to a higher ATC level facility, base pay is increased to the minimum of the new CPC pay band, or is increased by 6.7%, not to exceed the new band maximum, whichever is higher. One-half of the increase is paid upon initial transfer to the new facility; the other one-half is paid when fully certified in the new facility.

Upon voluntary transfer to a lower ATC level facility, base pay is set at the current base pay if that rate falls within the new pay band. If current base pay is higher than the top of the new band, base pay is capped by the top of the band.

Upon involuntary transfer, through no fault of the employee, to a lower ATC Facility Level, base pay is unchanged. Employee is grandfathered at the higher ATC level pay band.

Upon voluntary transfer to the same level facility, base pay is unchanged unless it exceeds the band maximum, in which case it is capped at the band maximum. A CPC who transfers into a new facility is a CPC in training (CPC-IT).

A CPC-IT who does not achieve facility certification in the new facility, shall have their pay set as follows:

A CPC-IT that is unsuccessful prior to completion of the D3 training stage of the new facility, (as defined in Appendix 5) will have their base pay set as though they never left the facility where the employee was fully certified. This includes all accrued OSI or SCI payments. When assigned to another ATC level facility, pay will then be set as described above for a CPC transfer.

A CPC-IT that is unsuccessful after the completion of the D3 training stage of the new facility, (as defined in Appendix 5) and is transferred to another level facility will have their pay set as described above for a CPC transfer.

Note: Pay setting for mutual reassignment and hardship are covered under the provision of Section 6C of this Article.

B. Developmental Controller Transfer:

Upon voluntary transfer to a higher ATC level facility, base pay is unchanged. Future pay increases are made in accordance with successful progression through the developmental stages, with minimum pay increase being 6.7%.

Upon voluntary transfer to a lower ATC level facility, pay is set at the same developmental stage percentage of the lower level facility's minimum developmental stage. If the same stage does not exist at the new facility, employee's pay is set at lowest available stage at the new facility.

Upon transfer to the same level facility, base pay is unchanged.

A developmental controller that transferred to a new facility that does not achieve area/facility certification and is assigned a lower level facility shall have their pay set at the same developmental stage percentage of the lower level facility's minimum developmental stage. If the same stage does not exist at the new facility, the employee's pay is set at the lowest available stage at the new facility, capped at the band maximum.

Upon involuntary transfer, through no fault of the employee, to a lower ATC Facility Level, base pay is unchanged. Employee is grandfathered at the higher ATC level CPC pay band. Future pay increases shall be paid in accordance with Section 5 of this Article using the higher, grandfathered, ATC Facility level and Appendix 4 of this Agreement.

C. Hardship Transfers and Transfers for Mutual Reassignment

When a bargaining unit employee is granted a Hardship Transfer (HT) or Transfer for Mutual Reassignment (TMR), pay is set as follows:

1. Certified Professional Controllers (CPC) and Certified Professional Controllers in Training (CPCIT) who have transferred under Section 6A of this Article (half on the go and half upon certification) who have not yet certified.

Transferring to the same or higher ATC Level Facility:

- No change in pay. There is no increase in pay as a result of the transfer (no 50% on the go/50% upon certification). Pay retention may apply.
- If pay is below the CPC Career Level Pay Band at the new facility, pay is set at the minimum of the CPC Career Level Pay Band upon becoming facility rated/area certified.

Transferring to a lower ATC Level Facility:

- If current pay fits into the CPC Career Level Pay Band of the lower ATC level facility, employee retains current pay. There is no increase in pay as a result of the transfer (no 50% on the go/50% upon certification).
- If current pay is higher than the top of the new CPC Career Level Pay Band, pay is capped by the top of the new CPC Career Level Pay Band. There is no increase in pay as a result of the transfer (no 50% on the go/50% upon certification).
- If pay is below the CPC Career Level Pay Band at the new facility, pay is set at the minimum of the CPC Career Level Pay Band upon becoming facility rated/area certified.
- CPCIT employees who previously moved under Section 6A of this Article (50% on the go/50% upon certification) and have not certified will not receive the second 50%.

CPC and CPCIT employees who transfer to a lower level facility under the rules in this section, and who subsequently transfer to a higher level facility within 3 years of the effective date of the first transfer, will have pay set under this Section rather than under Section 6A of this Article.

2. Developmental employees

Transfer to same, higher, or lower ATC level facility: Utilize Section 6B of this Article.

Section 7. All elements of the OSI and the SCI are annual increases. The pay bands established in Appendix 4 for each ATC facility level will be increased by the OSI effective the first full pay period in January of each year. If the January pay increase places an individual bargaining unit member's pay above the maximum of the pay band, that individual will receive all increases to base pay as if he/she were within the band parameters. The resulting base pay will be used in calculating all differentials, premiums, retirement and appropriate pay benefits. If after the June increase and adjustment to base pay, an individual's base pay is still above the maximum of the pay band pay retention in accordance with Section 14 of this Article will apply.

Section 8. Organizational Success Increase (OSI). The amount of OSI shall be the Agency OSI, or the government-wide general increase and 50% of the step pool, whichever is greater. Bargaining unit employees will receive the annual OSI increase to base pay effective the first full pay period in January of each fiscal year. All bargaining unit employees' base pay shall be adjusted upward by the greater amount of the following:

1. The Agency OSI; or
2. The Government-wide general increase plus 0.8 %.

All increases to base pay resultant from an OSI increase will be used in calculating all differentials, premiums, retirement and appropriate pay benefits.

Employees are ineligible for an OSI if they have less than ninety (90) days of service with the FAA during the performance year.

Section 9. The Superior Contribution Increase (SCI) is an additional increase available to the bargaining units for superior contributions and accomplishments to the organization as determined by the jointly agreed upon criteria in this Section. The amount of the SCI will be 50% of the step pool or the same percentage as that identified for the rest of the Agency, whichever is greater. The SCI plus the remaining 0.8% of the OSI (50% of the step pool) will be administered annually and shall be effected pay period fourteen (14) of each year.

Eligibility to receive an SCI under this Section requires that the bargaining unit member meet or exceed the following criteria during the rating period:

1. Must have been a bargaining unit employee for at least 90 days;
2. Must not have been unsuccessful in completing an ODAP during the rating period.

SCI increases shall be implemented in accordance with this Agreement. The SCI evaluation period is April 1 through March 31 of each year. The bargaining unit will be rated by the quality and efficiency metrics detailed below. Every thirty (30) days within the SCI evaluation period and within thirty (30) days of the end of the period, the Agency shall provide the Union with written notification of the specific result(s) of each metric listed below.

- A. Increased Safety. The Goal is to achieve the lowest possible accident rate and constantly improve safety
 1. Reduction of Operational Errors: For each rating period, the total number of operational errors, classified as severe (A and B) have been reduced by at least 3% (not including runway incursions) from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.
 2. Reduction of Runway Incursions: For each rating period, the total number of runway incursions, per 100,000 operations, classified as severe (A and B) attributable to bargaining unit employees, have been reduced by at least 9.6% from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.
- B. Greater Capacity. The Goal is to work in conjunction with local governments and airspace users to provide national system capacity that meets or exceeds demand.
 1. Airport Arrival Efficiency Rate: For each rating period, maintain 96% or greater compliance with the arrival rate at the 35 OEP airports from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.
 2. On Time Performance: For each rating period, increase the percentage of all flights arriving within 15 minutes of scheduled flight time at the 35 OEP airports by 1.4% from the corresponding period of the previous year. When this goal is met, 0.2% SCI shall be awarded to the entire bargaining unit.

The total amount of SCI money available for awards to the bargaining unit is 0.8% per bargaining unit member. Any portion of the available SCI pool not awarded shall be distributed to regions in proportion to the number of bargaining unit employees.

Distribution of these funds to facilities shall be jointly agreed upon by the Parties at the National Level. The overriding objective for distributing these funds is to award facility excellence and to provide the resources to those facilities that had difficulties reaching their goals.

Section 10. An increase in Facility Classification Level is defined as a change in the facility classification index (CI) above identified "breakpoints" that results in an increase in associated facility pay level. Pay at the higher ATC-pay level is set at the same percentage of band with a minimum of a 6.7% increase.

Section 11. A decrease in Facility Classification Level is defined as a change in the facility classification index (CI) below identified "buffers" that results in a reduction in associated facility pay level. Pay at the lower ATC pay-level is set at the same pay with pay retention (if necessary), and priority consideration to previous ATC level.

Section 12. The Controller Incentive Pay (CIP) is maintained for NATCA bargaining unit employees as it exists upon the signing of this agreement except as modified below, based on studies conducted by Runzheimer International.

A. Definitions for the purpose of CIP.

- 1) Runzheimer Study Index: The index prepared by Runzheimer International to measure cost differences for bargaining unit employees. Application of the index is based on criteria mutually agreed upon by the parties.
- 2) Controller Incentive Pay (CIP): The differential resulting from the application of the Runzheimer index to the basic pay minus the locality pay in effect for all covered facilities.
- 3) For purposes of calculating CIP percentages, the CIP pool is set at \$26.77 million at the beginning of FY 2002. The CIP pool will increase annually based on the effect of the OSI (including changes in locality) and the SCI. The adjustments will occur when OSI/SCI increases take effect.
- 4) The ATCSCC CIP percentage is set at 4.6%. CIP funding for the ATCSCC will be borne by the Agency and will not be used to decrease the funding referenced in number 3) of this Section.

The procedures provided for by Articles 8 and 9 of this Agreement shall not apply to the provisions and application of this Section. In the event of an egregious administrative error as determined by the parties, a suitable remedy may be provided to those affected.

Facility CIP percentages are determined by the index level assigned the facility based on the controlling Runzheimer study and the available funds in the CIP pool. No facility CIP may be greater than 10%.

The CIP shall be paid to eligible employees on a pay period basis as a differential to basic pay minus the locality pay in effect, based on the number of regular hours the employee is in a pay status during the pay period. CIP eligibility will be determined by an employee's position of record as documented on his/her current SF-50. A detail action does not change an employee's position of record; a temporary transfer or temporary promotion does change an employee's position of record. If an employee transfers to or from a CIP facility in the middle of the pay period, CIP for that pay period will be based on the CIP percentage in effect at the gaining facility on the last day of the pay period.

Employees in a LWOP status shall not be eligible for the CIP for such hours unless otherwise entitled to it by controlling law or regulation (e.g., workers compensation cases).

Within ninety (90) days of the signing of this Agreement, the Parties shall update the Runzheimer Study index through a process which is mutually agreed upon. Thereafter, the index shall be updated every two (2) years. Adjustments to the list of facilities and the associated percentages shall be accomplished within thirty (30) days after publication of the updated index.

Section 13 . Promotions/Demotions.

A. A Promotion is defined as:

- 1) movement from Academy completion into the first developmental stage.
- 2) movement from the final developmental stage into the CPC position.
- 3) movement from the CPC position to a MSS-2 or higher position.

Note - movement by a CPC to a higher level ATC facility, or by a CPC to a MSS-1 position is not considered a promotion but rather a transfer.

B. A Temporary Promotion is defined as movement from a CPC to MSS-2 or higher position for a temporary period of time. Upon conclusion of the temporary promotion, pay shall be established as though the employee never left the bargaining unit pay band, accruing all OSI/SCI increases that would have otherwise occurred. Pay during a temporary promotion has no influence on permanent pay when returned to position of record, regardless of the duration of the temporary promotion.

C. A Demotion (not applicable within/from CPC career level) is defined as movement from a MSS-2 position or higher into a MSS-1 or CPC position.

Note - movement to a lower level ATC facility or out of a MSS-1 position to a CPC position is not considered a demotion but rather a transfer.

D. Voluntary Demotion: When a non-bargaining unit employee requests or voluntarily accepts a CPC position, base pay is set in the new pay band at the same percentage above band as in the current position.

Note - demotions are not applicable within or from the CPC career level.

Note - movement by a CPC to a lower level ATC facility or by a CPC into or from a MSS-1 staff position is not considered a demotion but rather a transfer.

E. Involuntary Demotion (no fault of the employee). When a non-bargaining unit employee is involuntarily demoted through no fault of the employee, pay is set at the same rate in the new, lower pay band. If the current base pay exceeds the maximum of the new pay band, the employee shall be placed in pay retention status and all future pay increases shall be made in accordance with this Agreement.

Note - demotions are not applicable within or from the CPC career level.

Note - movement by a CPC to a lower level ATC facility or by a CPC into or from a MSS-1 staff position is not considered a demotion but rather a transfer.

- F. Involuntary Demotion (cause/performance/conduct). When a non-bargaining unit employee is involuntarily demoted for cause, performance or conduct, base pay is set in the new pay band at the same percentage above base pay that was held in the exiting position.

Note - demotions are not applicable within or from the CPC career level.

Note - movement by a CPC to a lower level ATC facility or by a CPC into or from a MSS-1 staff position is not considered a demotion but rather a transfer.

Section 14. Pay/ATC Facility Level Retention.

- A. Pay Retention applies to eligible employees whose base pay exceeds the applicable pay band. When an employee is in retained pay status, he/she shall receive fifty (50)% of the OSI increase for which eligible until such time that the employee's base pay falls within the facility level pay band. The retained base pay shall be the basis for calculating all differentials, retirement and pay benefits. An employee in retained pay status shall receive any SCI increase for which he/she is eligible in a lump sum payment. If the SCI amount would cause the employee's pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment.
- B. ATC Facility Level Retention. If an employee is assigned to a facility that is reclassified to a lower ATC level, base pay will be retained at the higher ATC level (including all OSI and SCI increases for which the employee is eligible) for two (2) years, beginning the first full pay period after the action is taken. During this two year period, employees who have yet to progress to the CPC level shall progress based on the retained grade. After the two year period, progression shall be within the lower ATC facility level pay band.

After two (2) years the employee's current base pay will be placed in the lower ATC facility level pay band. If the employee's current base pay exceeds the top of the new level pay band, the employee shall be in pay retention status. If during the two (2) year period the facility is reclassified to its original ATC facility level, there will be no change in the employee's base pay.

Note - a voluntary transfer out of the facility during the two (2) year period negates ATC Facility Level Retention. Eligibility for ATC Facility Level Retention is based solely on the employee's position of record at the time of the reclassification of the facility.

Section 15. NOTAM Transition Rules

NOTAM specialists shall retain their current pay and be transitioned to the AT Pay Plan, in the ATC level 8 career level H pay band as referenced in Appendix 4, in addition they shall be entitled to all increases including CIP, as ATCSCC employees, in accordance with this Agreement.

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

This Memorandum Agreement is made and entered into by and between the National Air Traffic Controllers Association ("NATCA") and the Federal Aviation Administration ("Agency").

1. This Agreement must be read in conjunction with Article 108 of the Parties 2006 Collective Bargaining Agreement (CBA) for Air Traffic Controllers, Traffic Management Coordinators, Traffic Management Specialist and NOTAMs.
2. Effective the first full pay period in January 2007, the AT Pay Band minimums effective in June of 2006 entitled Appendix 4 of the CBA will be reduced by 3%. The new reduced AT Pay Bands will be 30% wide
3. The AT Pay Bands referenced above are frozen until the first full pay period of January 2010 at which time the AT Pay Bands will again move in accordance with Article 108.
4. Eligible bargaining unit employees will continue to receive COLA Pay/Post Differential as defined by statute and as currently administered outside the contiguous 48 states.
5. Eligible bargaining unit employees will continue to receive locality pay the same as the rest of the government and will have their locality pay increased annually effective the first full pay period in January of each year.
6. Notwithstanding the provisions of Article 108, except for NOTAM specialist, the following rules shall control Organizational Success Increases (OSI) and Superior Contribution Increases (SCI) until January 2012 at which time the OSI/SCI payments will be paid in accordance with Article 108.
 - a. For the first full pay period of January 2007 no OSI shall be applied.
 - b. For the first full pay period of January 2008 the OSI shall be paid in lump sum (cash award) and not added to base pay regardless of the employee's position in the Appendix 4 pay band.
 - c. For the first full pay period of January 2009 the OSI shall be paid in lump sum (cash award) and not added to base pay regardless of the employee's position in the Appendix 4 pay band.

- d. For the first full pay period of January 2010 and beyond, the OSI/SCI provisions and applications as provided for in Article 108 shall apply.
 - e. Except for NOTAM Specialists, the SCI provisions of Article 108 shall not apply until the year 2012.
7. All other provisions of Article 108 remain in full force and effect including but not limited to any Certified Professional Controller (CPC) in training that transferred to a higher ATC level facility who shall still receive their second half (stored) amount. All developmental increases as described in Article 108 still apply.
 8. Appendix 5 is included for Training and Developmental pay progressions.
 9. Controller Incentive Pay (CIP) percentages will be paid in accordance with Article 108.

 10. The Position Classification Standard for Air Traffic Control Series ATC-2152 dated January 12, 1999, shall govern Facility ATC Levels for all employees covered by this agreement except:
 11. The ATC Levels 13 and 14 are eliminated.
 12. Break Points contained in the Position Classification Standard for Air Traffic Control Series ATC-2152 dated January 12, 1999 are amended for Combined Control Facility (CCF) as follows:
 - a. ATC 11 900-1049.9 with a buffer of 855 and
 - b. ATC 12 1050-higher with a buffer of 997
 13. Traffic Management Specialists (TMS) located in the Air Traffic Control System Command Center (ATCSCC) shall have their pay determined as ATC-12 level.
 14. Traffic Management Coordinators (TMC) assigned to Field Facilities shall have their pay determined at the same ATC level as the facility in which they work.
 15. NOTAMs shall have their pay determined as ATC-8 level.

This Agreement between the National Air Traffic Controllers Association and the Federal Aviation Administration is approved this _____ day of _____ 2006.