

**ATSAP MOU**  
**INITIAL REVIEW FOR LR CONCERNS**  
(March 6, 2008)

**A. RECOMMENDATIONS**

1. Remove non-negotiable provisions from the MOU, including all the provisions providing immunity from discipline. Management can incorporate its intentions and decisions in these areas into a management guidance document, such as an FAA Order, that establishes the ATSAP program. The MOU would address only implementation issues for the NATCA bargaining unit employees.
2. Specify in the MOU who are the parties to this MOU (the FAA and NATCA).
3. Specify that only NATCA employees are covered by this MOU. If other employees are to be covered by ATSAP the program this would be addressed in the management guidance document.
4. Be aware that the parties have not completed negotiations over the AOV Credentialing program. Since the MOU specifically applies to "Credentialcd" employees, no employee in the NATCA bargaining unit would be covered or eligible to participate in the ATSAP program at this point in time.

**B. REVIEW OF ATSAP MOU**

THE PARTIES – Aside from the FAA and NATCA, who are the "parties" being referenced in:

Section 1 (ATC stakeholders)

Section 4 (MOU may be terminated by NATCA, the FAA or any other party to the MOU.)

Section 14 (Recordkeeping)

Section 15 (Signatories)

Section 2 – Appears to create immunity. "Non-punitive environment" – "AOV will use lesser credential action or no credential action" – This is non-negotiable as it prevents management from disciplining employees

Also, see Sections 4, 9, 10.c., 10.e, 10.f below

Section 4 – Last sentence is another immunity clause interfering with the agency's right to discipline

Section 5.d. – It is unclear whether this program is intended to apply to employees who are not in the NATCA bargaining unit. If so, that could raise issues with other bargaining units, as well a negotiability problem.

Sections 7, 8.a.& 11 – Assigning duties to the ATSAP Manager is a permissive subject

Section 9.a. & f. - These sections give the union authority to determine corrective and enforcement actions, prevent the use of the ATSAP reports in credential or disciplinary actions, and prevent AOV from enforcing its orders, thereby interfering with management's right to assign work.

Section 10.c. - another immunity provision that limits management's right to discipline and assign work.

Section 10.e. - reference to "enforcement-related incentive" is undefined, but presumably means immunity from discipline, that would be a non-negotiable interference with management rights.

Section 10.g. - Gives the ERC (and therefore the union due to consensus provision) authority to determine system corrective actions, interfering with management's right to assign work.

Section 12. - Requirement to provide specific training to specific employees interferes with management right to assign work

Section 13. - The intent appears to require negotiations over proposed revisions to the MOU.

Section 14 - See above question about THE PARTIES to this MOU.

Section 15 - See above question about THE PARTIES to this MOU.