



U.S. Department
of Transportation
**Federal Aviation
Administration**

Washington, D.C. 20591

*Q: NCB
LR
3/1*

December 29, 2004

Mr. John Carr, President
National Air Traffic Controllers
Association
1325 Massachusetts Avenue, NW
Washington, DC 20005

Dear Mr. Carr:

This is to notify you that effective February 10, 2005, the FAA is terminating the enclosed Memorandum of Understanding (MOU) dated February 10, 2000, regarding fixed relocation payment for PCS expenses and transfer requests, including transfer requests related to hardships and mutual reassignments. This termination notice is in accordance the duration section of the MOU. This MOU is being terminated because it infringes on management's right as stated in 5 USC 7106 (a).

If you have any questions, please contact me at
(202) 493-4567.

Sincerely,

Charlotte B. Stec

Charlotte B. Stec
Labor Relations Specialist,
AHL-400

Enclosure

National Air Traffic Controllers Association
AFL-CIO



January 4, 2005

VIA FACSIMILE AND CERTIFIED MAIL

Charlotte B. Stec
Labor Relations Specialist, AHL-400
Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

RE: Termination of Memorandum Of Understanding concerning a fixed relocation payment for PCS expenses and transfer requests

Dear Ms. Stec:

I am writing in response to your letter dated December 29, 2004 in which you notified the Union of the FAA's desire to terminate a Memorandum of Understanding (MOU) regarding fixed relocation payment for PCS expenses and transfer requests, including transfer requests related to hardships and mutual reassignments. While the terms of the agreement allow either party to serve the other party with written notice of its desire to amend or terminate the agreement, NATCA contends that such an action requires the parties to meet to negotiate the future procedures for relocations and transfer requests.

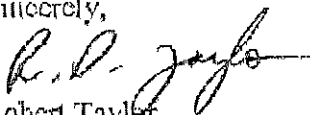
When NATCA entered into an agreement with the FAA regarding this matter, it was never the intent of the parties for relocations and transfer requests to occur in a vacuum. Instead, the parties contemplated that, in the event that either party expressed a desire to amend or terminate the agreement, the parties would meet to address all procedures and appropriate arrangements associated with relocations and transfer requests. The duration language specifically states that "[t]his Agreement shall remain in full force and effect until a new Agreement is reached." Thus, not only does NATCA have a statutory right to negotiate the impact and implementation of any change in the payment for PCS expenses and transfer requests, the parties agreed that such negotiations would take place if one party chose to amend or terminate the existing agreement. Further, the parties agreed that the February 10, 2000 MOU would control until a new agreement was reached.

NATCA requests a briefing on the Agency's decision to terminate the February 10, 2000 MOU and the opportunity to bargain over all negotiable matters related to this issue as required by both the MOU and the Federal Service Labor-Management Relations Statute. In the event that the parties are unable to reach an agreement prior to the Agency's February 10, 2005 deadline, NATCA expects that, in accordance with the language of the February 2000 MOU, the terms of that MOU shall remain in full force and effect. To do otherwise would violate the express terms of the MOU and would constitute a premature

change in working conditions in violation of the Federal Service Labor-Management Relations Statute.

Please contact Kevin Sills at 202 628-5451, ext 4824 by January 10, 2005 to arrange for a briefing on this matter. Thank you for your attention to this matter.

Sincerely,



Robert Taylor
Director of Labor Relations

cc: NEB
LR Staff
Mike Hull