

**NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
MEBA/AFL-CIO**



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MEMORANDUM

TO: NATCA Members

FROM: NATCA National Executive Board

DATE: December 19, 1996

RE: Final Seniority Guidance

The following information is based on previous NEB guidance, an extensive review of the 1996 Convention transcript, and NEB interpretations made on issues not specifically covered by either the seniority resolution or the transcript. (A copy of the seniority resolution R96-015 is included on page six.) Please keep in mind that over a two-day period, this resolution was subjected to numerous amendments -- some passed, some failed. But the debate and discussions surrounding these amendments and the final resolution itself are what create its true meaning.

The goal of this guidance is to allow for uniform application of the seniority system at all NATCA facilities. However, this guidance must be reviewed in its entirety to be properly applied. If you have any questions, please contact your Regional Vice President.

The seniority policy took effect on September 11, 1996. Some facilities were/are in the middle of the bidding process (for annual leave, days off, etc.), and the logistics of compiling the new seniority could impact that process. In those instances, the FacRep has the latitude to use the old seniority policy for that bidding period. However, this latitude is permitted for one bidding cycle only or until September 11, 1997, whichever period is shorter. To give employees an opportunity to return to the bargaining unit, the delegates agreed to a 45-day grace period, which ended October 27, 1996.

The Federal Aviation Administration maintains employee data in several different files and/or formats (i.e., training folder, IPPS report, CPMIS data, Official Personnel Folder, SF-50). In the event that there is a discrepancy between any of the dates needed for computing seniority, the employee's SF-50 will be the governing document.

NATCA Bargaining Unit Time. The "NATCA Bargaining Unit Time" date is the effective date of the employee's first assignment to a bargaining unit position as defined by the FLRA designation of the NATCA bargaining unit (see page six). Once an employee has an

established "NATCA Bargaining Unit Time" date, and so long as the employee (a) remained employed by the Federal Aviation Administration and (b) returned to the NATCA bargaining unit by October 27, 1996, any time spent outside the NATCA bargaining unit will continue to count toward seniority.

For employees that did not attend initial training at the academy, the "NATCA Bargaining Unit Time" date will be the effective date of their assignment to a position that complies with the FLRA certification. (A review of the employee's applicable SF-50 and/or position description may be necessary.)

For employees that attended initial training at the academy, the "NATCA Bargaining Unit Time" date will be the date immediately following their graduation from the academy. If the academy graduation date is not available, or cannot otherwise be accurately determined, the "NATCA Bargaining Unit Time" date will be the effective date of the SF-50 assigning the employee to a bargaining unit position.

The "NATCA Bargaining Unit Time" date may be adjusted depending on circumstances further described in this guidance letter. Please read this letter in its entirety to determine if adjustments need to be made.

First Tie Breaker: EOD/FAA Date. In the event more than one employee has the same "NATCA Bargaining Unit Time" date as described above, the Entrance on Duty/Federal Aviation Administration dates will be used to determine the seniority of those employees that are tied.

Second Tie Breaker: Service Computation Date. In the event more than one employee has both the same "NATCA Bargaining Unit Time" date and EOD/FAA date, Service Computation Dates will be used to determine the seniority of those employees that are tied.

Third Tie Breaker: Lottery. In the event more than one employee has the same "NATCA Bargaining Unit Time" date, the same EOD/FAA date, and the same Service Computation Date, a lottery will be used to determine the seniority of those employees that are tied. The lottery must be conducted through a completely random process (i.e., drawing names from a hat). The results of this lottery remain in effect until such time as a new tie creates a need for another lottery.

"Any bargaining unit member that voluntarily leaves the bargaining unit shall be, for the purpose of seniority under the provisions of Article 83 of the NATCA/FAA Agreement, assigned a NATCA Bargaining Unit Time date that coincides with the date that the individual returns to the bargaining unit." Examples:

- A. An employee voluntarily leaves the bargaining unit prior to September 11, 1996 and returns prior to October 27, 1996: The original "NATCA Bargaining Unit

Time" date will remain unchanged so long as the employee's time out of the bargaining unit remained within the FAA. The employee's time out of the NATCA bargaining unit and not within the employ of the FAA will be subtracted from the employee's "NATCA Bargaining Unit Time".

B. An employee voluntarily leaves the bargaining unit prior to September 11, 1996 and does not return prior to October 27, 1996: Employees that occupied positions outside of the bargaining unit had until 12:01 a.m. on October 27, 1996 to return to the bargaining unit in order for all of their previously earned time to count toward seniority.

1. For FAA management or staff employees that did not return to the bargaining unit by 12:01 a.m. on October 27, 1996, the following actions must be taken in order for their previously earned time to count toward seniority:
 - a. The employee must submit a written request to return to the NATCA bargaining unit to the Facility Manager.
 - b. If a response was received from the manager disallowing such request, or if the manager did not respond to the request, the employee must have filed an FAA grievance using the FAA grievance procedure. The employee must follow the grievance process to completion, or until the employee is returned to the bargaining unit, whichever comes first.
 - c. Copies of all documents produced or resulting from the above processes shall be provided to the NATCA facility representative. The employee is responsible for keeping copies of these documents for the purpose of determining seniority at another bargaining unit facility in the event of a transfer.
2. For all other FAA employees that did not return to the bargaining unit by 12:01 a.m. on October 27, 1996, only previous NATCA bargaining unit time will count toward seniority.

All employees who are unsuccessful in returning to the bargaining unit prior to September 11, 1997 will be considered as voluntarily outside the bargaining unit.

C. The employee voluntarily leaves the bargaining unit on or after September 11, 1996: Employees who from September 11, 1996 hence voluntarily leave the bargaining unit position will be assigned a "NATCA Bargaining Unit Time" date

that coincides with the effective date of their return to the NATCA bargaining unit.

- D. The employee involuntarily leaves the bargaining unit prior to September 11, 1996: If the employee involuntarily leaves the agency or bargaining unit, as a result of removal, training failure, etc., and subsequently returns to the NATCA bargaining unit as a result of successful appeal or rebidding into another bargaining unit position, the employee will continue to accrue seniority during such absence from the bargaining unit. If the employee returns to a position outside the NATCA bargaining unit, the time spent during the appeal process does not count toward seniority.
- E. The employee involuntarily leaves the bargaining unit on or after September 11, 1996: In the event of an involuntary assignment to a position outside of the NATCA bargaining unit, the provisions of B.1 and 2 above apply. If the employee involuntarily leaves the agency or bargaining unit, as a result of removal, training failure, etc., and subsequently returns to the NATCA bargaining unit as a result of successful appeal or rebidding into another bargaining unit position, the employee will continue to accrue seniority during such absence from the bargaining unit.
- F. PATCO Time: For those PATCO controllers who were subsequently fired, the time they were outside of the NATCA bargaining unit does not count; however, all their time prior to their removal from the FAA will count toward seniority. Any time that an employee was in the PATCO bargaining unit only counts toward seniority if that same time would have also been covered by the FLRA description of the NATCA bargaining unit.
- G. Academy time and/or time spent at a facility before going to the academy: Most current employees were required to attend initial training at the academy. Some employees reported to the academy first, some reported to the facility first and then went to the academy. In both cases, the time spent in these positions does not count toward the employee's "NATCA Bargaining Unit Time" date, because those positions are excluded from the NATCA bargaining unit. Time spent at the academy for follow-up training (i.e., RTF) counts so long as the employee was in the NATCA bargaining unit first.

If the employee did not attend the academy for initial training, the "NATCA Bargaining Unit Time" date will be the reporting date to their first facility as an Air Traffic Control Specialist.

- H. Department of Defense ATCS Time: At the time of the publication of this letter, the only DOD GS- 2152 ATCS time that can count as NATCA bargaining unit time is that time spent as an Air Traffic Control Specialist at Cherry Point MCAS.

In the event that NATCA successfully organizes other DOD controllers, any time spent at those installations will also be counted as NATCA bargaining unit time.

"Individuals who have occupied a position outside the bargaining unit will not be adversely impacted by the new seniority policy": If an employee occupied a position (i.e., a CTI position, co-op, pre-developmental, ATA or flight service position) prior to ever entering the NATCA bargaining unit, that time will not count. If the employee graduated from the Academy and then went to a terminal or enroute facility and was unsuccessful in the training program and was placed in a flight service or ATA position for a period of time, and then returned to the terminal and/or enroute option by October 27, 1996, the time as an ATA or flight service employee would count toward the employee's seniority.

Some facilities have a more restrictive seniority policy that doesn't count any previous staff time. These facilities must go back to those individuals who had their staff time removed and correct this situation by "grandfathering" those employees and giving their staff time back to them. Otherwise, we could have a two-tiered seniority policy for those individuals bidding into certain facilities.

Again, if you have any questions about this policy, please contact your Regional Vice President.