

2016 CBA – Tentative Agreement Frequently Asked Questions (FAQs)

General

Q1: Where can I get more information about the Tentative Agreement?

A1: You can download a copy of the ATC, TMU, NOTAMS and Flight Service Tentative Agreement at <http://2016CBA.natca.net> and you can also email the contract team with questions at 2016CBAratification@natca.net.

Q2: What is the process and timeframe for ratification?

A2: All dues paying members in the affected bargaining units will be afforded the opportunity to vote for ratification. The ratification balloting will be conducted via the Internet. Global Election Services will send balloting instructions with a unique PIN to cast a ballot on-line. Members should receive a PIN and instructions no later than June 15. Members will also need their membership number. Information about how to request a member number from NATCA and a PIN from Global Election Services, can be found at <http://2016CBA.natca.net>. A hard copy of the CBA will be sent week of June 13th. Voting opens June 15th and closes July 6th. Ratification requires a majority of the votes cast. We will report the results on July 7th.

Q3: Once ratified what will be the effective date of the CBA?

A3: The effective date of the CBA is still to be determined by the parties.

Q4: What is the duration of the CBA?

A4: The CBA will be in effect for 6 years.

Q5: Are Temporary/Permanent Support Specialists covered by this CBA?

A5: No. Only employees in the ATC, TMU, NOTAMS and Flight Service bargaining units are covered by the new CBA. The determination as to coverage is determined based on an employee's SF-50.

Q6: What changed in the new contract and which articles remain the same?

A6: The parties agreed to roll over approximately 38 articles. A rollover article is one that will appear in the Tentative Agreement exactly as it is in the red book today. The remaining articles contain changes to incorporate Flight Service and update references to Agency orders, while others are substantively changed. The Tentative Agreement also added several new articles that are not presently contained in either of the current CBA's. For more information please visit <http://2016CBA.natca.net>. There you will find an overview of each article that was rolled over as well as a brief summary of changes for any article that was updated.

Q7: Did we make any significant concessions in order to reach a Tentative Agreement?

A7: No. The ground rules required the parties to utilize the principles of Interest Based Bargaining (IBB) throughout the process. The parties mutually agreed to utilize IBB because it offers more flexibility than traditional bargaining. It assumes that mutual gain is possible and solutions that satisfy the interests of both sides are more meaningful and lasting. Throughout the process we incorporated the best

practices that are currently being used at the most collaborative facilities. The Tentative Agreement encourages the parties to continue to utilize and expand on collaboration at the national, regional, and local levels.

Q8: Has collaboration and consensus decision-making been memorialized in the tentative agreement?

A8: Yes. The Tentative Agreement has a new article, tentatively numbered as Article 114, which addresses collaboration. This article defines collaboration and consensus decision-making and incorporates best practices from today and memorializes them into the CBA.

Q9: Does the Tentative Agreement address seniority differently?

A9: No. Seniority is handled exactly the same as it is today.

Q10: Were there any changes to the ERR Process/National Release Policy MOU?

A10: No. We incorporated the National Release Policy MOU and other important MOUs in the Tentative Agreement. As a result, the existing policy and practices remain as they are today.

Q11: Will there be training for FacReps?

A11: Yes, following the ratification vote, there will be a training opportunity tentatively scheduled for each service area: Western Service Area – Las Vegas, NV – July 28; Eastern Service Area – Boston, MA – August 4; Central Service Area – Chicago, IL - August 11. The RVPs will put out more information on the training once the details have been finalized.

Q12: After member ratification, will we be providing FacReps with in-depth training on Articles 24, 32 and 34?

A12: Yes, comprehensive training will be offered to all FacReps so they are well prepared to engage in collaboration and negotiations on schedule and leave agreements.

Pay Provisions

Q13: How is pay affected by the Tentative Agreement?

A13: The Tentative Agreement contains the following pay provisions:

For the next 6 years, the government-wide January pay raise will be paid to all employees covered by this new agreement. This is the percentage increase as determined by the President/Congress that applies to all government employees. Employees will receive this increase regardless of position in band, meaning, that even if they are above the pay band, they will receive the increase to their annual salary and will therefore be reflected as an increase to differentials and premium pay accordingly.

The pay bands will increase by the same percentage as the general schedules increase for all other federal employees.

For the next 6 years, the June length of service increase is set at 1.6% of Basic Pay. This annual adjustment is a negotiated pay adjustment for all employees covered by the contract, which does not require action by the President/Congress. For employees not at or above the top of the band, this annual

pay adjustment will be included in their annual salary and much like the January increase, will be reflected as an increase in differentials and premium pay. For those at or near the top of the pay band, they will receive the increase up to the band max, then a lump sum payment for the balance. For those above the band max, the entire 1.6% will be paid as a lump sum.

Once the Tentative Agreement is ratified, a 1% lump sum signing bonus (based on base pay, including locality) will be paid effective the first full pay period in August 2016 for all employees in the covered bargaining units on the effective date of the CBA.

Q14: How are the Flight Service BUEs pay affected by the Tentative Agreement?

A14: The Flight Service bargaining unit is now under the same CBA as the ATC, TMU, and NOTAMS bargaining units and is no longer covered by Core Comp pay rules. A FSS Pay Band was negotiated which contains four (4) career levels: Initial Qualifications (IQ) / Academy Graduate (AG) / Developmental-3 (DEV-3) / Certified Professional Controller (CPC).

Q15: Have there been significant changes to traffic counting and ATC Facility Pay Level adjustments?

A15: The current traffic counting processes remains in effect. However, the Tentative Agreement establishes a workgroup to create an automated traffic counting and complexity program for all air traffic facilities.

Q16: What changes were made to Controller Incentive Pay (CIP) under Article 108?

A16: The parties retained the CIP pool, fixed at \$30 million annually, for the duration of the Agreement. The parties also agreed to create a workgroup to explore amending how CIP is distributed. That process will include collaboration, negotiation, then binding arbitration, if necessary.

Q17: Was the 40% sick leave buy back provision in Article 25 retained?

A17: Yes.

Q18: Are there any changes to when the CIC premium is paid?

A18: The tentative agreement changed the contract language to provide that if you are signed onto a position as the CIC, you will receive the 10% CIC premium pay. The article does not determine when CIC must be opened, which is governed by the 7210.3 and local practices.

Q19: Can OJTI and CIC be used as a requirement for employees to be on the overtime roster?

A19: No. The tentative agreement clarifies that OJTI and CIC shall not be a requirement for an employee to be on the overtime roster.

Q20: What is the remedy if an employee is improperly skipped or bypassed for overtime?

A20: The Tentative Agreement includes a standard remedy of straight time pay for 25% of the number of overtime hours that the employee would have worked if he/she had not been bypassed.

Leave Provisions

Q21: What changes have been made to the primetime/non-primetime leave bidding process?

A21: The Tentative Agreement provides the opportunity for bargaining unit employees (BUEs) to bid all the leave they will accrue within the leave year. The parties at the local level will collaborate on the distribution of pre-approved leave slots sufficient for all leave that will be accrued within the leave year by BUEs. These pre-approved leave opportunities, if not selected during the bidding process, will remain available until 30 days prior to the posting of the schedule. All leave bidding will now be conducted by the Union.

Q22: Has anything changed regarding FMLA coverage?

A22: Yes. The Tentative Agreement expanded the FMLA definitions for coverage to include *in loco parentis* (i.e. any individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary). Clarified that the designation of time taken under Article 30 (Prenatal/Infant Care) and FMLA is upon request of the employee.

Q23: What additions were made to Article 26 (Leave for Special Circumstances)?

A23: The Tentative Agreement has incorporated recuperative break and fatigue language into Article 26. The Tentative Agreement also establishes a workgroup to review the feasibility of a paid parental leave program.

Q24: What is paid parental leave?

A24: Paid parental leave is a new program within some states, municipalities, and other organizations that would offer some amount of paid leave to employees (e.g. excused absence, administrative leave) in connection with the birth or adoption of a child, in lieu of taking annual leave, sick leave, or leave without pay. The parties have agreed to establish a workgroup to explore the possibility of such a program, however, no decisions have been made about the adoption of such a program. The workgroup will be formed within 180 days after the effective date of the CBA, once ratified, and will make recommendations to the parties at the national level.

Credit Hour Provisions

Q25: What are the rules on earning credit hours?

A25: BUEs can carry over up to 24 credit hours per pay period. Credit hours must be earned before they can be used. Credit hours may be earned on an RDO or attached to particular shift. The earning of credit hours is subject to Agency approval. If an employee's balance is currently above 24 hours, the balance is protected and will carry over to new CBA. However employees will not be able to earn credit hours until their balance is below 24 hours.

Q26: Can the Agency direct employees to work credit hours in lieu of overtime?

A26: No. The Agency cannot direct or coerce employees into working credit hours. The earning of credit hours by employees must be voluntary. Managers may solicit employees to work credit hours, but the solicitation must be done on an equitable basis.

Q27: Can an employee get paid out for Credit Hours?

A27: Yes. If an employee leaves a flexible work schedule, transfers to another agency, or leaves federal employment, they will be paid out up to a maximum of 24 hours at their current rate of Base Pay.

Q28: How are credit hours paid?

A28: Credit hours are paid on a 1-for-1 basis.

Q29: How long may you keep a credit hours balance?

A29: Credit hours do not expire.

Q30: Can an employee work credit hours in order to allow another employee to take requested leave?

A30: Yes. However, annual leave must still be approved in the order it was requested (no skipping).

Q31: Can employees earn night differential, Sunday pay or holiday pay while working credit hours?

A31: No.

Schedule Provisions

Q32: What has changed for the Parties at the local level regarding the Basic Watch Schedule?

A32: We have included the best practices throughout the system and agreed to collaborate at the local level on the shift guidelines for the posting of the basic watch schedule for day, evening, and midnight shifts (total number assigned to a shift), as well as for all core and ancillary shifts (the number of people assigned to each core/ancillary shift).

Deviations from day, evening, and midnight shift guidelines: require a collaborative discussion prior to posting the schedule.

Deviations from assignment to core/ancillary shifts: the Agency will communicate the reason(s) to the Union when the number of employees assigned to any core or ancillary shift is posted below guidelines.

Q33: What is the difference between a flexible work schedule and a compressed work schedule?

A33: The parties have agreed to a new unique flexible work schedule (FWS) called the Maxiflex-40. The Maxiflex-40 contains: core hours of a minimum of 7 hours per day; up to 5 workdays in the workweek; and in which a full-time employee has a basic work requirement of 40 hours for the workweek with a varying number of hours worked on a given workday. Employees on a Maxiflex-40 schedule may work credit hours.

A compressed work schedule (CWS) is a fixed schedule that is not adjustable or customizable by the employee. The Tentative Agreement now contains two CWS: 4-10s (fixed schedule where an employee works four 10-hour days per workweek), and a 5-4-9 schedule (fixed schedule where an employee works eight 9-hour days and one 8-hour day for a total of eighty (80) hours in a biweekly pay period). Employees on a compressed schedule may not work credit hours.

Other Notable Provisions

Q34: What is the process for attending a NATCA-sponsored retirement briefing?

A34: Under the Tentative Agreement, employees may be granted 8 hours of excused absence to attend a union sponsored retirement seminar. The Tentative Agreement establishes a process similar to that used to attend the Communicating for Safety Conference.

Q35: Does the Tentative Agreement address the issue of electric car charging stations?

A35: The parties have agreed to establish a workgroup at the national level to explore the feasibility of providing electric car charging stations at facilities.

Q36: What is OPAS? Will it replace Web Schedules at all facilities?

A36: OPAS is a new electronic scheduling tool that the Agency intends to initially deploy at the Centers and large TRACONs. Web Schedules will continue at each facility until OPAS is implemented.

Q37: Will NATCA be involved in the implementation of OPAS?

A37: Yes. The Tentative Agreement establishes that NATCA will have a national representative, three representatives on the national implementation workgroup, and a representative on each of the national training teams for OPAS. NATCA will also have local representatives for each facility, as well as representatives on the local workgroup and local training teams for each OPAS facility.

Q38: How long can the Agency retain performance records of conversation (PRoC) and counseling on conduct/discipline?

A38: Under the Tentative Agreement, a PRoC shall not be retained for more than 18 months. PRoCs were previously in the system indefinitely. Counseling sessions on conduct/discipline must now be removed no later than 2 years.

Q39: Will employees who are being treated with certain selective serotonin reuptake inhibitor (SSRI) medication(s) be considered for a special consideration medical clearance?

A39: The Agency will have an SSRI program to evaluate these employees by no later than 10/31/2016.

Q40: Does the Tentative Agreement address personal electronics and radios in the control room?

A40: The Tentative Agreement incorporates existing national guidance/MOU on the use of personal electronics and radios in the control room.