

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

This agreement is made by and between the National Air Traffic Controllers Association (“NATCA” or “Union”) and the Federal Aviation Administration (“FAA” or “Agency”), collectively known as the “the Parties.” This agreement applies to all NATCA bargaining units and bargaining unit employees for the implementation of HRPM EMP 1.27 dated March 26, 2012. The Parties hereby agree to the following terms:

- Section 1.** The Agency shall provide the Union with notice of its intent to engage in a discretionary (“save money” or “non-emergency”) furlough of employees who are represented by the Union, at least forty-eight (48) hours prior to the Agency’s distribution of furlough notices to employees. The notice will contain at a minimum, the proposed number of employees that will be furloughed and the proposed amount of days and/or hours associated with each furlough. Following the notice, the Agency and the Union will immediately begin negotiations at the National level for procedures the Agency will follow in the implementation of the furlough.
- Section 2.** In case of a furlough involving an emergency shutdown or for extended emergency due to an Act of God or unforeseeable circumstances, the Agency will provide notice and opportunity to bargain in accordance with the Parties’ collective bargaining agreement.
- Section 3.** In scheduling a discretionary (“save money” or “non-emergency”) furlough for employees the furlough requirement may be expressed in terms of days or hours. An employee’s current work schedule, including AWS, determines the number of hours in their workday. For purposes of equity, employees will not be furloughed more than eight (8) hours in a workday.
- Section 4.** A furlough period is defined as beginning upon the Agency’s implementation of a furlough and ending upon the Agency’s cessation of the furlough.
- Section 5.** The Agency shall provide the Union with a full and complete list of all employees deemed “excepted” and “non-excepted” within every bargaining unit represented by NATCA for every FAA facility no later than the notice to the employees of an emergency (shutdown) furlough.
- Section 6.** The Parties agree to develop a joint Q&A to be attached and read in conjunction with this Agreement.

- Section 7.** Whenever a furlough occurs that will result in the employee being placed in a nonpay status, an SF-8 will be provided not later than when the nonpay status begins. In addition a link will be provided to a fact sheet containing information on applying for unemployment benefits.
- Section 8.** For furloughs of more than 30 continuous calendar days or more than 22 work days the RIF procedures contained in the applicable collective bargaining agreement(s) shall apply.
- Section 9.** The Agency should make efforts toward assuring that employees are provided up-to-date and accurate information as warranted. This may be done through union-management communication, employee briefings, periodic bulletins, newsletters or other means available to the Agency.
- Section 10.** For furloughs other than a lapse in Congressional appropriations, the provisions contained in the Disciplinary/Adverse Action article in the appropriate collective bargaining agreement shall apply.
- Section 11.** When implementing a discretionary (“save money” or “non-emergency”) furlough of 30 days or less, each Line of Business/Staff Office shall engage in pre-decisional involvement with the Union at the corresponding level, in considering the following actions in order to avoid or mitigate the effects of a furlough:
- a) Request approval from the Office of Personnel Management to use the Voluntary Early Retirement Authority (VERA) which allows permanent employees to retire early;
 - b) Authorize the use of the Voluntary Separation Incentive Pay (VSIP) to eligible employees to voluntarily separate through retirement or resignation;
 - c) Support/encourage voluntary action such as voluntary changes from full-time to part-time schedules, voluntary resignations or retirements, acceptance of other Federal jobs, voluntary placement in furlough status or additional days in furlough status;
 - d) Ensure that part-time employees work only the number of hours in their official work schedule and/or changing the PT employee’s official work schedule to one with fewer hours;
 - e) Offer employees with the affected organization the opportunity to volunteer for involuntary RIF separations;
 - f) Implement hiring and/or promotion freezes;

- g) Terminate temporary appointments;
- h) Terminate reemployed annuitants;
- i) Curtail overtime, except in emergency cases; and
- j) Implement furlough on authorized holidays.

- Section 12.** For a part-time employee, the furlough requirements shall be prorated by computing the furlough days as furlough hours in the same proportion to those hours scheduled for full-time employees working 80 hours biweekly, based on work schedules.
- Section 13.** If an employee is scheduled to be on LWOP during his or her furlough period, the employee may designate any hours and/or days of LWOP as furlough time off in order to meet the furlough requirements.
- Section 14.** When an employee's pay is insufficient to permit all deductions to be made, the Agency shall follow the order of precedence for applying deductions in compliance with CHCOC PPM-2008-01.
- Section 15.** An employee is entitled to pay for a holiday so long as he or she is in a pay status on either the workday preceding a holiday or the workday following a holiday. This applies to the in lieu of holiday as well.
- Section 16.** If an employee is unable to use their "use or lose" annual leave due to staffing and workload needs during the furlough period, and if she/he is unable to schedule this leave prior to the end of the leave year, such annual leave shall be restored.
- Section 17.** Employees cannot be required to perform work while in a furlough status.
- Section 18.** Absences due to a furlough shall be taken into consideration when assessing performance.
- Section 19.** Employees may utilize Employee Assistance Program (EAP) while in a furlough status to obtain credit/financial counseling services.
- Section 20.** To the extent authorized by law, Agency subsidized programs, including but not limited to childcare, transit and parking subsidies, shall not be negatively affected by a furlough.
- Section 21.** The Agency will make available through the employee website, a letter which may be presented to their creditors detailing the length of the furlough and the impact on the employee's salary.

Section 22. Any employee on temporary assignment away from the facility/office shall be reimbursed for expenses authorized by the FAATP during the furlough period.

Signed on the 13th day of February 2013.

For NATCA:

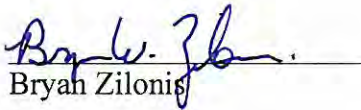


Phil Barbarello

For FAA:



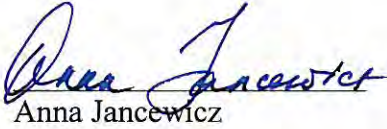
Michael Do\$



Bryan Zilonis



Roscoe Ridley Jr.



Anna Jancewicz



Dean Iacopelli