

**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 represents the full and complete understanding of the Parties regarding the implementation of Policy Bulletin 115, Paid Leave under the Families First Coronavirus Response Act (FFCRA).

Section 1. All BUEs are eligible for Emergency Paid Sick Leave with no length of service requirement.

Section 2. Bargaining Unit Employees (BUEs) shall notify the Agency as soon as practicable of their request to take Emergency Paid Sick Leave or Expanded FMLA leave. After notifying the Agency of their request, as soon as practicable, BUEs will submit the attached Appendix 1 "FFCRA Leave Request Form" electronically or via hard copy.

Section 3. A request for leave for the Expanded FMLA Leave qualifying reason shall be designated as Expanded FMLA Leave only upon the BUE's election. If the BUE does not elect to designate the leave as Expanded FMLA Leave, the leave request will be considered in accordance with Article 26, Section 8 of the Parties' 2016 Collective Bargaining Agreement (CBA); Article 26, Section 7 of the Parties' April 2011 CBA; or Article 26, Section 7 of the Parties' June 2013 CBA, as applicable.

Section 4. BUEs may elect to use accrued sick leave for any Emergency Paid Sick Leave qualifying reason, but must invoke their entitlement to Expanded FMLA to use accrued sick leave to care for a son or daughter whose school or place of care is closed or whose child care provider is unavailable because of COVID-19 related reasons. BUEs may elect to substitute any paid leave for any or all of the period of Expanded FMLA Leave.

Section 5. Consistent with Department of Labor guidance, the Parties are supportive of voluntary arrangements that allow a BUE to take Emergency Paid Sick Leave and/or Expanded FMLA Leave intermittently. BUEs who report to the worksite may use Emergency Paid Sick Leave and/or Expanded FMLA Leave intermittently to care for his or her son or daughter whose school or place of care is closed or whose child care provider is unavailable because of COVID-19 related reasons. BUEs who telework may use Emergency Paid Sick Leave and/or Expanded FMLA Leave intermittently for any of the six qualifying reasons identified in Appendix 1. Such requests for intermittent Emergency Paid Sick Leave and/or Expanded FMLA Leave shall not be unreasonably denied.

Section 6. A BUE on approved Expanded FMLA Leave shall not be required to report to his or her first-line manager more than once per pay period on his or her status and intent to return to

work. At the BUE's election, the BUE may make such reports verbally or in writing, including via e-mail.

Section 7. The Parties recognize that the relevant payroll and time and attendance systems have not yet been modified to record the use of Emergency Paid Sick Leave or Expanded FMLA Leave or compensate BUEs at the rates specified under FFCRA. In the interim, the Agency will place employees who elect to use Emergency Paid Sick Leave or Expanded FMLA Leave on excused absence at their normal rate of pay.

Once systems modifications are completed, the Agency will retroactively amend BUEs' leave usage and adjust their pay as necessary.

- a. Employees who elect to use Emergency Paid Sick Leave will be paid at the FFCRA rates as described in Appendix 1 with no charge to their accrued sick leave balance as specified in the CBA. Until the modifications are complete, employees who elect to use their Emergency Paid Sick leave may result in an overpayment triggering a debt to the U.S Government.
- b. Employees who elect to use Expanded FMLA Leave will be paid at the FFCRA rates as described in Appendix 1 with no charge to their accrued leave balance as specified in the CBA. Until the modifications are complete, employees who elect to use their Expanded FMLA Leave may result in an overpayment triggering a debt to the U.S. Government.
- c. Employees who elect to use any accrued leave as specified in the CBA will receive their normal rate of pay and it will be charged to their accrued leave balance, which will not result in an overpayment.

Section 8. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or Collective Bargaining Agreement on behalf of either Party.

Section 9. This Agreement will remain in effect between April 1, 2020, through December 31, 2020, or until all matters associated with this Agreement have been resolved.

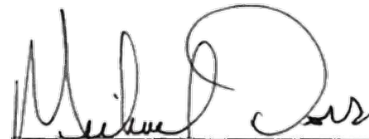
Signed this 8 day of May 2020:

For the Union:



Dean Iacopelli
Chief of Staff

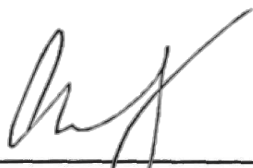
For the Agency:



Mike Doss
Director, AHL-300



Nicole Vitale
Director of Labor Relations



Eugene Freedman
Special Counsel to the President



May Silverstein
Labor Relations Staff Attorney



Juan Restrepo
Labor Relations Specialist, AHL-300



Vanessa Marzan-Hernandez
Labor Relations Specialist, AHL-300

APPENDIX 1
Families First Coronavirus Response Act (FFCRA) Leave Request Form

Employee's Name:	Facility/Line of Business/Staff Office:
-------------------------	--

Emergency Paid Sick Leave	Expanded FMLA Leave
<p><u>Time Permitted:</u> Up to 80 hours for a full-time employee; number of hours normally worked over a two-week period for a part-time employee.</p> <p><u>Type of Leave:</u> Paid leave at a limited rate, depending on the reason for the leave.</p>	<p><u>Time Permitted:</u> 12 weeks total (counts toward the total 12 workweeks of FMLA leave to which employees are normally entitled in a 12-month period).</p> <p><u>Type of Leave:</u> Two weeks unpaid, 10 weeks paid leave at a limited rate. Employee may substitute any paid leave for any or all of this period.</p>
I am unable to work (or telework) because:	I am unable to work (or telework) because:
<div style="display: flex; flex-direction: column; gap: 10px;"> <div><input type="checkbox"/> (1) I am subject to a federal, state, or local quarantine or isolation order related to COVID-19.</div> <div><input type="checkbox"/> (2) I have been advised by a health care provider to self-quarantine due to concerns related to COVID-19.</div> <div><input type="checkbox"/> (3) I am experiencing COVID-19 symptoms and am seeking a medical diagnosis.</div> <div><input type="checkbox"/> (4) I am caring for an individual subject to a federal, state, or local quarantine or isolation order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.</div> <div><input type="checkbox"/> (5) I am caring for my son or daughter whose school or place of care is closed or whose childcare provider is unavailable due to COVID-19 related reasons.</div> <div><input type="checkbox"/> (6) I am experiencing a substantially-similar condition specified by the U.S. Department of Health and Human Services, in consultation with the Secretary of Treasury and Secretary of Labor.</div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div><input type="checkbox"/> I am unable to work or telework because I am caring for my son or daughter whose school or place of care is closed or whose childcare provider is unavailable due to COVID-19 related reasons.</div> </div>
Anticipated leave start date:	Anticipated leave start date:
Anticipated leave end date:	Anticipated leave end date:
<input type="checkbox"/> Continuous <input type="checkbox"/> Intermittent*	<input type="checkbox"/> Continuous <input type="checkbox"/> Intermittent*
Explain proposed schedule for intermittent leave: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	Explain proposed schedule for intermittent leave: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
<i>*Intermittent leave must be agreed upon by the manager and the employee. In accordance with the FFCRA MOU, such requests will not be unreasonably denied.</i>	<i>*Intermittent leave must be agreed upon by the manager and the employee. In accordance with the FFCRA MOU, such requests will not be unreasonably denied.</i>

Please note the following limitations on FFCRA Paid Leave and indicate how you wish to cover your anticipated time off below.							
<p>For qualifying reasons (1) through (3) above, employees will receive pay at a regular rate of pay. Pay for these qualifying reasons will not exceed \$511 per day, and \$5110 in total.</p> <p>For qualifying reasons described in (4) through (6), an employee will receive pay for each hour of Emergency Paid Sick Leave taken at 2/3 of the FLSA-based regular rate of pay. Pay for these qualifying reasons will not exceed \$200 per day, and \$2000 in total.</p> <p><i>Utilizing this leave may result in an overpayment, triggering a debt to the U.S. Government.</i></p>	<p>Under FFCRA, the first two work weeks (or first 10 work days) of Expanded FMLA leave is unpaid leave. An employee may opt to do the following for the first ten days:</p> <ul style="list-style-type: none"> Substitute Emergency Paid Sick Leave for up to 80 hours at 2/3 of the FLSA-based regular rate of pay. Pay will not exceed \$200 per day, and \$2000 in total. If the employee has already used any portion of the Emergency Paid Sick Leave for other qualifying reasons, that leave is not available for substitution. <p><i>Utilizing this leave may result in an overpayment, triggering a debt to the U.S. Government.</i></p> <p>or</p> <ul style="list-style-type: none"> Substitute any other paid leave. <p>During the remaining 10 workweeks of Expanded FMLA Leave, an employee may:</p> <ul style="list-style-type: none"> Utilize the Expanded FMLA Leave entitlement and receive pay for each hour of Expanded FMLA Leave at no less than 2/3 of the FLSA-based regular rate of pay for the number of hours the employee would otherwise be scheduled to work. In this instance, pay will not exceed \$200 per day, and \$10,000 in the aggregate for the remaining ten weeks of FMLA leave (\$12,000 total if the employee used Emergency Paid Sick Leave for the first two weeks). <p><i>Utilizing this leave may result in an overpayment, triggering a debt to the U.S. Government.</i></p> <p>or</p> <ul style="list-style-type: none"> Substitute any paid leave. If an employee substitutes paid leave, that leave will be charged against the employee's leave balance. 						
<p>I wish to cover my anticipated time off with the following hours: <i>(Please fill in the number of hours for each category of leave.)</i></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">_____ Emergency Paid Sick Leave Hours*</td> <td style="width: 50%;">_____ Accrued Annual Leave Hours</td> </tr> <tr> <td>_____ Expanded FMLA Leave Hours*</td> <td>_____ Accrued Sick Leave Hours</td> </tr> <tr> <td>_____ Credit Hours</td> <td>_____ Compensatory Time Hours</td> </tr> </table> <p><i>* Utilizing this leave may result in an overpayment, triggering a debt to the U.S. Government.</i></p>		_____ Emergency Paid Sick Leave Hours*	_____ Accrued Annual Leave Hours	_____ Expanded FMLA Leave Hours*	_____ Accrued Sick Leave Hours	_____ Credit Hours	_____ Compensatory Time Hours
_____ Emergency Paid Sick Leave Hours*	_____ Accrued Annual Leave Hours						
_____ Expanded FMLA Leave Hours*	_____ Accrued Sick Leave Hours						
_____ Credit Hours	_____ Compensatory Time Hours						
Employee's Signature:	Date:						

Employee Documentation of Need for Emergency Paid Sick Leave and/or Expanded FMLA Leave

Qualifying Reason	Documentation
I am subject to a federal, state, or local quarantine or isolation order related to COVID-19.	Name of government entity that issued my quarantine or isolation order: _____
I have been advised by a health care provider to self-quarantine due to concerns related to COVID-19.	Name of the health care provider who advised me to self-quarantine due to concerns related to COVID-19: _____
I am experiencing COVID-19 symptoms and am seeking a medical diagnosis.	Name of government entity that issued my quarantine or isolation order or name of the health care provider who advised me to self-quarantine due to concerns related to COVID-19: _____
I am caring for an individual subject to a federal, state, or local quarantine or isolation order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.	Name of government entity that issued my quarantine or isolation order or name of the health care provider who advised me to self-quarantine due to concerns related to COVID-19: _____
I am caring for my son or daughter whose school or place of care is closed or whose childcare provider is unavailable due to COVID-19 related reasons.	<p>Name of child: _____</p> <p>Name of school, place of care, or childcare provider: _____</p> <p><input type="checkbox"/> I hereby certify that there is no other suitable person who will be caring for my son or daughter during the period of Emergency Paid Sick Leave or Expanded FMLA Leave.</p>

(for Agency use)

- ☐ Your request for Emergency Paid Sick Leave and/or Expanded FMLA Leave is approved.
- ☐ I have determined that you are not eligible for Emergency Paid Sick Leave and/or Expanded FMLA Leave for the following reason(s):

- ☐ Your request for Expanded FMLA Leave is denied in whole or in part because you have already taken some or all of the 12 workweeks of FMLA available in a 12-month period. Explain:

- ☐ Your request for intermittent Expanded FMLA Leave requires more discussion or is denied for the following reasons:

Manager's Signature:

Date: