

**Memorandum of Understanding
Between
National Air Traffic Controllers Association
and
Federal Aviation Administration**

This Agreement is entered into between the National Air Traffic Controllers Association, AFL-CIO (“NATCA” or “the Union”) and Federal Aviation Administration (“FAA” or “the Agency”), herein collectively referred to as “the Parties.” This Agreement represents the complete understanding of the Parties concerning the implementation of paid parental leave (PPL) provisions of HRPM LWS-8.20, Family and Medical Leave Act (FMLA), dated July 5, 2021, for NATCA bargaining unit employees (BUEs).

Section 1. Effective October 1, 2020, BUEs may substitute up to 12 workweeks of PPL for FMLA unpaid leave granted in connection with the birth of an employee’s son or daughter or placement of a son or daughter with an employee for adoption or foster care occurring on or after that date, thus allowing time for bonding between parent and child.

Section 2. Effective January 1, 2021, and in accordance with the National Defense Authorization Act for Fiscal Year 2021 and HRPM LWS-8.20, there is no requirement that BUEs have worked for at least 1,250 hours over the previous 12-month period to be eligible for PPL.

Section 3. Effective December 22, 2023, the 12-month eligibility period required for PPL shall include honorable active service in the Army, Navy, Air Force, Space Force, or Marine Corps. BUEs seeking PPL under this Section for a qualifying birth or placement of a child must submit their request for PPL using the attached PPL Form in accordance with Section 8 of this Agreement and HRPM LWS-8.20. Submission of a request for PPL under this Section shall be considered to constitute a BUE’s choice to use PPL in lieu of other leave as defined in Section 5 of this Agreement. Within sixty (60) days, the Parties will meet, agree on, and effectuate an appropriate make-whole remedy for each BUE who was denied or deemed ineligible for PPL due to uncredited honorable military service between December 22, 2023, and the implementation date of this Agreement. Any leave restored as a result of a make-whole remedy will be converted to PPL and shall be deducted from the 12 workweeks of PPL available for the birth/placement of the child under LWS-8.20. All other provisions of this Agreement and LWS-8.20, paragraph 9 remain unchanged.

Section 4. PPL may be substituted for any period of approved FMLA leave as defined by Section 1, including intermittent use of FMLA. Intermittent use of FMLA for this purpose shall not be unreasonably denied.

Section 5. BUEs shall determine in what order they will utilize PPL and other types of leave (e.g. PPL, sick leave, annual leave, and/or LWOP) for an approved absence as defined in Section 1 of this Agreement.

Section 6. BUEs will make requests for PPL via the “PPL Request Form,” attached as Appendix 1. BUEs will provide this form to their first-line supervisor via electronic or hard copy.

Section 7. BUEs should make requests for PPL as soon as practicable. BUEs may need to adjust the proposed dates of use due to unforeseen circumstances. Should such circumstances arise, a BUE shall submit a new or revised request for PPL as soon as practicable.

Section 8. The PPL Request Form shall be submitted to the BUEs immediate supervisor who shall approve/deny and sign the PPL Request Form and return it to the BUE within seven (7) calendar days following the date the employee submitted the request. The Agency shall identify the specific reason(s) for the denial on the PPL Request Form.

Section 9. In accordance with Article 104 of the Parties’ Collective Bargaining Agreements (CBAs), in the event that legislation is enacted that affects any provision(s) of this Agreement, the Parties shall reopen the affected provision(s) and renegotiate its contents.

Section 10. The implementation of this Agreement does not alter or change the provisions of Article 31 of the Parties’ 2016 CBA and the Parties’ October 1, 2019, MOU regarding HRPM WLB-12.8, FAA Nursing Mothers Program, which provide BUEs reasonable paid breaks to express milk. BUEs will not be required to substitute PPL for such breaks.

Section 11. Execution of this Agreement cancels the Parties’ May 16, 2024, MOU regarding the implementation of PPL for NATCA BUEs.

Section 12. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or CBA on behalf of either Party.

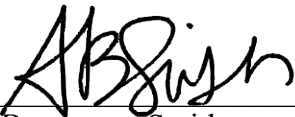
Section 13. This Agreement will remain in effect for the duration of each applicable CBA.

Signed this 16th day of November 2024:

For the Union:

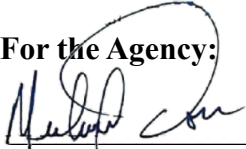


Jamal Haltom
National Training Representative

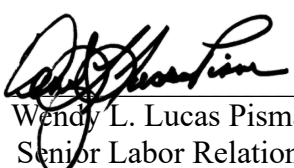


Akua Brempong-Smith
Deputy Director of Labor Relations

For the Agency:



Michael Doss
Director, Collective Bargaining Services



Wendy L. Lucas Pisman
Senior Labor Relations Specialist

APPENDIX 1

PAID PARENTAL LEAVE REQUEST FORM

Employee's Name:	Facility/Line of Business/Staff Office:
Anticipated Leave Start Date:	Anticipated Leave End Date:
<p>In accordance with the May 16, 2024 Memorandum of Understanding between NATCA and the FAA ("Paid Parental Leave MOU"), I request paid parental leave for the timeframe stated above. The reason for this request is:</p> <p style="padding-left: 40px;">Birth of a son or daughter and care of the newborn</p> <p style="padding-left: 40px;">Placement of a son or daughter with an employee for adoption or foster care</p> <p>I understand that it is my responsibility to advise my manager if my anticipated leave end date or start date changes.</p>	
Employee's Signature:	Date:
<p><i>(for Agency use)</i></p> <p>Your paid parental leave request is approved.</p> <p>I have determined that you are not eligible for paid parental leave under the Paid Parental Leave MOU for the following reason(s):</p> <p style="text-align: center;">_____</p>	
Manager's Signature:	Date: