

Memorandum of Understanding
Between the
Professional Association of Aeronautical Center Employees
and the
Federal Aviation Administration
Mike Monroney Aeronautical Center

This Agreement is made by and between the Professional Association of Aeronautical Center Employees (PAACE) and the Federal Aviation Administration (Agency), collectively known as the Parties. This represents the complete agreement of the Parties concerning the implementation of the proposed changes to the accumulation and use of compensatory time. This MOU covers all bargaining unit employees represented by PAACE. (PAACE AMA, AMA-900 and AJA-51) ✓

Section 1. FLSA exempt employees shall be paid for unused compensatory time in accordance with this agreement and FAA policies in effect as of the signing of this agreement. Any changes thereto shall be negotiated in accordance with the Parties Collective Bargaining Agreement.

Section 2. Compensatory time earned by non-exempt employees beginning May 14 2007 must be used within 26 pay periods. Non-exempt employees who fail to use compensatory time within 26 pay periods of when earned shall be paid for the expired compensatory time.

✓ **Section 3.** Compensatory time earned by exempt employees as of the next full pay period following the signing of this Agreement must be used within 26 pay periods. Exempt employees who fail to use compensatory time within 26 pay periods of when earned shall forfeit the compensatory time unless the failure to take the compensatory time off is due to a leave exigency. If an exigency exists, as defined in this Agreement, the employee shall be paid for the expired compensatory time at the rate at which it was earned.

Section 4. For non-exempt employees, compensatory time earned prior to May 14, 2007 shall be grandfathered for a period of three years. If this time is not used by the end of the pay period ending three years after May 14, 2007, non-exempt employees shall be compensated for the compensatory time. With respect to the grandfathered compensatory time, non-exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency, or departure from the federal service.

Section 5. Compensatory time earned by exempt employees prior to the next full pay period following the signing of this Agreement shall be grandfathered indefinitely. With respect to the grandfathered compensatory time, exempt employees shall be compensated for any balance that remains upon retirement, transfer to another agency or departure from the federal service.

Section 6. As of the next full pay period following the signing of this Agreement compensatory time used shall be subtracted from the compensatory time set to expire first.

Section 7. An employee, whether exempt or nonexempt, shall be paid for unused compensatory time under the following circumstances:

- (a) The employee is separated or placed in a leave without pay status to perform military service as defined in 38 USC 4303 and 358.102.

- (b) The employee is separated or placed in a leave without pay status because of an on the job injury with entitlement to injury compensation under 5 U.S.C. Chapter 81.

Section 8. For purposes of administrating compensatory time, a leave exigency is defined as:

- (a) When an employee has requested and been approved to use compensatory time but the manager later withdraws his/her approval and no other leave dates are available to the employee prior to the expiration of the twenty-six pay periods; or
- (b) When an employee has made good faith efforts to use the compensatory time prior to its expiration but is denied approval.


Section 9. An employee, at his /her election, may use compensatory time in lieu of sick leave requested due to the incapacitation of the employee. Compensatory time may not be substituted for sick leave taken under family friendly leave policies.

Section 10. The Agency has not proposed a change to the 160-hour maximum amount of compensatory time that is allowed to be carried or to the current practice of paying an employee for compensatory time that exceeds the 160-hour cap.


Section 11. The terms of this MOU do not apply to "travel compensatory time".

Section 12. This MOU expires for each bargaining unit upon the expiration of the applicable Collective Bargaining Agreement(s).

Samuel Hendrix Ph.D. Date
PAACE President

 2-12-08

Gary R. Condley, Superintendent, Date
FAA Academy

 2-12-08

Larry Leese Date
Labor Relations Specialist

*DOES LARRY
NEED TO SIGN?*

Diana D. Pearsall, Date
Agency Head Review