

The written notice should contain the following information:

- a. An explanation with specific examples of the unacceptable performance for each critical element/result/outcome or primary outcome where the performance is unacceptable.
- b. Any specific information related to the alternative ODP option if that option is being used.
- c. The length of the ODP period. Negotiated Agreements for collective bargaining unit employees may require different lengths of time for ODP periods.
- d. A description of what must be accomplished during the opportunity period in order to demonstrate acceptable performance. This will involve bringing the employee's performance up to an acceptable level for each critical element/result/outcome or primary outcome where performance was deemed to be unacceptable.
- e. Any assistance to be provided to help the employee with demonstrating acceptable performance, e.g., closer supervision, counseling, coaching, and/or on-the-job training or formal training.
- f. The consequences of failing to demonstrate acceptable performance during the ODP period or demonstrating acceptable performance but failing to sustain the acceptable performance for a period of one year from the date the employee demonstrated acceptable performance during an ODP period. This provision carries into a subsequent year if the employee is responsible for performing under the same performance standard(s). For example, if an employee demonstrates acceptable performance during an ODP period and his/her performance in the same performance standard(s) falls to an unacceptable level within one year from the date the employee demonstrated acceptable performance during an ODP period, he/she will not be afforded another opportunity period. The consequences are reassignment, reduction in pay, demotion, or removal from FAA and from the Federal service. Additionally, an employee is not eligible for a pay increase if he/she receives an "unacceptable" or "fails to meet expectations" rating of record or a "narrative summary" identifying "unacceptable performance". Also, under the current pay system, an employee is not eligible for a pay increase if he/she is on an ODP as of September 30. Moreover, there is no provision (unless provided for by a collective bargaining agreement) to grant the pay increase, even if the employee is successful in raising his/her performance to an acceptable level during the ODP period. In such cases, the pay increase is forever lost. If management waits until the end of the performance cycle (when the performance cycle ends on September 30) to place an employee on an ODP and the employee is not placed on the ODP until after September 30, the employee will be eligible for a pay increase. Since management often waits until after the performance cycle is over to make such decisions, a pay increase does not provide evidence that the employee's performance was acceptable. To avoid such conflicts, however, management is encouraged to begin the ODP process as soon as it is determined that an employee's performance has fallen to an unacceptable level in any critical element/result/outcome or primary outcome.
- g. A point of contact for the employee regarding any questions he/she may have concerning the written notice. This is generally the Employee Relations (ER) or Labor-Management Relations (LMR) Office. The employee's supervisor and/or the ER or LMR staff can answer questions concerning the notice from a bargaining unit employee but should also refer the employee to his/her respective union representative.