

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

This agreement is made and entered into by the National Air Traffic Controllers Association, hereinafter referred to as ("NATCA" or "Union"), and the Federal Aviation Administration, hereinafter referred to as ("FAA" or "Agency"), and collectively known as "the Parties". This Agreement represents the complete understanding between the Parties at Chicago Air Route Traffic Control Center concerning Prime Time Leave (PTL) and non-Prime Time Leave (NPTL) for 2020.

Section 1. This Agreement applies to all employees in the Air Traffic Controller Specialist (ATCS) and Traffic Management Coordinator (TMC) bargaining unit(s) for the leave year beginning January 5, 2020 and ending January 2, 2021.

Section 2. PTL bidding will begin as soon as administratively possible.

Section 3. The 2020 PTL period shall be from:

March 14, 2020 - April 12, 2020
May 19, 2020 - September 17, 2020
November 15, 2020 – December 6, 2020
December 12, 2020 – January 2, 2021

Definitions:

- a. Accrued Leave: Annual Leave a Bargaining Unit Employee (BUE) will earn in the upcoming leave year.
- b. Accumulated Leave: Unused Annual Leave that a BUE has carried over from previous leave years.
- c. Pre-Approved Leave (PAL): Leave opportunities that equal the total Accrued Leave earned by BUEs, in a given area, within the leave year.
- d. Prime Time Leave (PTL): One or two consecutive or non-consecutive weeks of Annual Leave that a BUE may bid/request within the first round of the bidding process.
- e. Non-Prime Time Leave (NPTL): Annual Leave that is bid at the conclusion of PTL bidding and/or requested prior to the watch schedule being posted.

Section 4. After collaboration with the Union, the Agency has determined the amount and distribution of PTL opportunities (6248 total PAL) as identified in Attachment B.

Section 5. After collaboration with the Union, the Agency has determined the amount and distribution of NPTL opportunities and whether to redistribute non-selected prime time leave opportunities as identified in Attachment B.

Section 6. A week shall be defined as a period of seven (7) consecutive days including RDOs.

Section 7. All leave bid/requested within designated pre-approved opportunities shall be considered approved in accordance with Article 24 of the July 2016 CBA.

Section 8. The Parties agree to the following procedures for bidding PTL and NPTL:

- a. Only employees identified in Attachment A are eligible to bid annual leave in accordance with this MOU.

- b. In the first round of bidding, each BUE shall be permitted to bid one (1) or two (2) consecutive or non-consecutive weeks of annual leave within any designated pre-approved opportunity and/or the BUE may elect to request leave outside PAL opportunities. PTL opportunities that are not selected will be adjusted during NPTL bidding per agreements depicted in Attachment B.
- c. In the second and subsequent rounds of the bidding process, each BUE shall be permitted to bid up to two weeks of NPTL per round within any designated PAL opportunity and/or the BUE may elect to request leave outside PAL opportunities.
- d. Rounds of NPTL bidding shall continue for six (6) additional rounds or until all Accrued Leave earned by the area has been bid, whichever comes first. Employees are permitted to pass on subsequent rounds of NPTL bidding.
- e. All employees will be afforded the opportunity to bid all the leave they will accrue within the leave year prior to employees bidding accumulated leave.
- f. At the conclusion of the NPTL bid round 7, NATCA will relinquish to the Agency any pre-approved leave slots in excess of the operational area's accrued leave total.
- g. At the conclusion of each round of the bidding process identified in this Section, the Union's designee(s) and the Agency's designee(s) will meet to review all leave bid and ensure all bids are in compliance with the terms of this Agreement and the Parties CBA.
- h. Procedures for Certified Professional Controller-In Training (CPC-IT)/Developmental employees are as follows: CPC-IT/Developmental employees will follow the same procedures identified in this Section; however, they will bid independently for separate leave opportunities from CPCs and may only bid into PAL opportunities (1450 total). These opportunities are identified in Attachment C.
- i. Employees may not cancel or change leave bid in accordance with this Section until the conclusion of the bidding process.

Section 9. The Union shall conduct the bidding process and ensure that all eligible employees are given the opportunity to bid leave in order of seniority in accordance with Section 8 of this Agreement and Article 24 of the Parties CBA. Employees shall be afforded sufficient duty time, if otherwise in a duty status, to participate in the bidding process, including the Union's designee(s) conducting the bidding.

- a. NATCA will develop, under the supervision of the Agency, the bid process and will provide the Agency with a list of the bid order and procedures prior to the bid.
- b. The Agency will assist NATCA in conducting the bid by releasing employees from the floor when it is the employee's turn to bid, based on operational necessity.
 - I. In rounds one (1) through seven (7), an employee will be released prior to their bid time and be required to report back to the area no longer than twenty (20) minutes after their posted bid time. In the event that the employee cannot report back to the area within twenty (20) minutes, the employee will call the area OSIC/CIC.
 - II. During subsequent rounds employees may be released, based on staffing and workload, no longer than twenty (20) minutes when it is their turn to bid.
- c. Each Area NATCA Representative or designee shall be released from operational duties in order to conduct the Annual Leave Bid based on operational necessity. Should the Annual Leave Bidding stall, the NATCA Representative or designee shall report back to the operational area.

- d. Any portion of a week shall count as a full week for bidding purposes.

Section 10. Each annual leave bid made during the process identified in Section 8 of this Agreement will be entered into Attachment B and Attachment C.

- a. Upon completion of the Annual Leave Bid, the Agency will verify the completed Attachment B and Attachment C. This will constitute an approved OPM-71 for leave bid into a PAL opportunity.
- b. The Agency will publish the approved annual leave selections and remaining requests in WMT Scheduler, or other authorized electronic means, no later than February 15, 2020.

Section 11. Any remaining pre-approved leave opportunities that were not selected during the bidding process or subsequently vacated will remain available until thirty (30) days prior to the posting of the watch schedule and shall be approved in the order in which they are received.

Section 12. Accumulated Leave Bid: Employees may submit NPTL requests in excess of the pre-approved leave opportunities using the following procedure:

- a. The Air Traffic Manager and Facility Representative will meet and collaboratively discuss the potential for additional leave opportunities.
- b. The Agency will identify leave opportunities that will be approved if selected in the Accumulated Bid process. These opportunities will be added to Attachment B after the Accrued Leave Bid.
- c. The Union will conduct the Accumulated Leave Bid provided there are still bidders.
- d. Each BUE shall be permitted to bid up to five days total of NPTL within one or two weeks per Accumulated Annual Leave Bid round.
- e. At the conclusion of the Accumulated Leave Bid, any additional leave opportunities identified in this Section and not bid, will be relinquished to the Agency.
- f. At the conclusion of the Accumulated Leave Bid identified in this Section, the Union's designee(s) and the Agency's designee(s) will meet to review all leave bid and ensure all bids are in compliance with the terms of this Agreement and the Parties CBA.
- g. Upon completion of the Accumulated Annual Leave Bid, the Agency will verify the completed Attachment B. This will constitute an approved OPM-71 for leave bid into an accumulated leave opportunity.
- h. Procedures for CPC-IT/Developmental employees are as follows: CPC-IT/Developmental employees will follow the same procedures identified in this Section; however, they will bid independently for separate leave opportunities from CPCs and may only bid into PAL opportunities.
- i. Any leave requests not approved at the conclusion of the bid process will be published into WMT Scheduler, or other authorized electronic means, as soon as practicable, in accordance with Article 24, Section 13.
- j. The Operations Manager and Area Representative will collaboratively review all denied leave requests made during the bid process. This review will occur during individual pay period builds and in accordance with Article 24 Section 13.

Section 13. Method for Requesting NPTL outside of Bid Process:

- a. WMT Scheduler, or other authorized electronic means, will be the primary method of requesting annual leave outside of the Annual Leave Bid procedures.
- b. NPTL may be requested up to 365 days in advance.
- c. Any leave requests made outside of the Annual Leave Bid process will be prioritized behind any requests made within the bid process.

Section 14. Rebidding/Area Certification

- a. NATCA will provide the agency updated Bid Annual Leave week(s) within the original approved leave block for employees whose schedules are changed voluntarily due to a rebid.
- b. NATCA will provide the Agency updated Bid Annual Leave dates that correspond with the original approved leave block for employees whose schedules are changed involuntarily due to initial area certification.

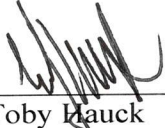
Section 15. In Areas where a BUE has been elected to attend the 2020 NATCA Convention as a delegate or an alternate, May 26th - May 30th will be reserved for the elected BUEs to attend. May 26th and May 30th will be travel days. The BUEs will be bid annual leave for the convention per the CBA prior to the completion of the Accrued Annual Leave Bid.

Section 16. Any discrepancies involving interpretation during the course of this MOU will be reviewed and decided upon by the Parties to this agreement. This MOU may be reopened by the Parties in accordance with Article 7 of the CBA.

Section 17. This agreement shall expire on the last day of the 2020 leave year, January 2, 2021.

Signed this 15th day of November, 2019

For the Union:



Toby Hauck
NATCA Facility Representative

For the Agency:



Dino Hall
Air Traffic Manager