

**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 2024.

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 14, 2024 and ending January 11, 2025.

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

Section 3. The 2024 PTL period shall be from:

March 10, 2024 - April 6, 2024
May 19, 2024 - October 5, 2024

The parties have collaboratively reviewed the operational staffing needs of each Operational Area and Traffic Management Unit. We have agreed to pre-approved annual leave disbursement availability within each Operational Area and Traffic Management Unit to provide a reasonable and responsible approach to balance the needs of the Agency and the needs of the Bargaining Unit Employees. The prime time period required to capture this approach for LY2024 is set at 168 days. This allows the Agency the best opportunity to meet shift guidelines to the maximum extent possible while providing the Bargaining Unit Employees pre approved slots to choose from without a redistribution after Round 1 of bidding. It does not, however, allow pre approved slots to be bid in excess of what each Operational Area or Traffic Management Unit earns during LY2024.

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 (6598 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 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.
- g. 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 (918 total PAL). These opportunities are identified in Attachment C.
- h. 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 24, 2024.

Section 11. After the conclusion of the PTL/NPTL bid, the union will conduct additional rounds of bidding provided there are still bidders. using the following method:

- a. The calendar from Non - Prime Time Leave Bid will carry over to be utilized during the Leave Bid identified in this section using the following criteria:
 - I. The calendar will reflect the same opportunities to select from that remained at the close of the Non – Prime time Leave Bid.
 - II. Pre-approved leave opportunities carried over from the Non – Prime Time Leave Bid may be selected within this calendar during the Leave Bid identified in this section. These slots will be considered approved until the Area reaches zero remaining pre-approved leave opportunities.
 - III. Employees may submit NPTL requests in excess of the pre-approved leave opportunities in accordance with section 11 b.
- b. Any request made outside of the opportunities identified in this Section 11 Paragraph A I or II will be considered denied at the conclusion of the bid process and will be published into WMT Scheduler, or other authorized electronic means, as soon as practicable, in accordance with Article 24, Section 13.
 - I. 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.
- c. Each BUE shall be permitted to bid up to five days total of NPTL within one or two weeks per Leave Bid round identified in this section.
- d. At the conclusion of the Leave Bid identified in this section, any additional leave opportunities identified in this Section and not bid, will be relinquished to the Agency.

- e. At the conclusion of the 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.
- f. Upon completion of the Leave Bid identified in this section, the Agency will verify the completed Attachment B. This will constitute an approved OPM-71 for leave bid into a pre-approved leave slot.
- g. 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.

Section 12. 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 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. 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 16. This agreement shall expire on the last day of the 2024 leave year, January 11, 2025.

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Signed this 31st day of October, 2023

For the Union:



Toby Hauck
NATCA Facility Representative

For the Agency:



Alex S Govan
Air Traffic Manager