

**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 Cleveland ARTCC concerning Prime Time Leave (PTL) and non-Prime Time Leave (NPTL) for 2022.

Section 1. This Agreement applies to all employees in the ATCS bargaining unit(s) for the leave year beginning January 2, 2022 and ending December 31, 2022.

Section 2. Prime Time leave (PTL) and Non-Prime time leave (NPTL) bid is for eligible Cleveland Center CPCs and those identified by the Union and the Agency as being potentially certified by January 3, 2022.

Section 3. PTL bidding will begin no sooner than 30 days prior to the signing of this document and will be completed by October 24, 2021.

Section 4. NPTL bidding will begin no sooner than 30 days prior to the signing of this document and will be completed by November 14, 2021.

Section 5.

The 2022 PTL period(s) for Areas 1-8 shall be:

- March 19, 2022 to April 3, 2022
- April 15, 2022 to April 24, 2022
- May 28, 2022 to September 5, 2022
- November 24, 2022 to November 25, 2022
- December 23, 2022 to December 31, 2022

The 2022 PTL period(s) for TMU shall be:

- March 19, 2022 to March 27, 2022
- April 16, 2022 to April 24, 2022
- May 22, 2022 to September 10, 2022
- November 19, 2022 to November 27, 2022
- December 21, 2022 to December 31, 2022

Section 6. After collaboration with the Union, the Agency has determined the amount and distribution of PTL opportunities in Attachments (A) and (B1-B9).

Section 7. 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 in Attachments (A) and (B1-B9).

Section 8. A week shall be defined as a period of seven (7) consecutive days including RDOs.

Section 9. All leave bid/requested within designated pre-approved opportunities shall be considered approved in accordance with Article 24.

Section 10. The Parties agree to the following procedures for bidding PTL and NPTL:

- a. In the first round of bidding, each BUE shall be permitted up to fifteen (15) minutes to bid one (1) or two (2) consecutive or non-consecutive weeks of annual leave within any designated pre-approved opportunity.
- b. In the second and subsequent rounds of bidding, each BUE shall be permitted up to fifteen (15) minutes to bid up to five (5) days within a week of NPTL per round within any designated pre-approved opportunity.
- c. Rounds of NPTL bidding shall continue for 5 rounds provided there are still bidders, or until all leave opportunities have been exhausted, whichever comes first. Employees are permitted to pass on subsequent rounds of NPTL bidding.
- d. Any unselected excess pre-approved leave opportunity for each Area and the TMU will be returned to the Agency at the conclusion of the bid process or anytime the total accrued leave amount is reached.
- e. All employees will be afforded the opportunity to bid all the leave they will accrue within the leave year prior to employees bidding any 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 Collective Bargaining Agreement (CBA).
- g. CPC-IT/Developmental employees will follow the same procedures identified in this Section; however, they will bid independently for separate leave opportunities from CPCs. For developmental and those identified by the Union and the Agency as not being potentially certified employees: Prime Time period is defined as year round. There shall be one slot of annual leave available per day for PTL/NPTL opportunities designated separately and only for Developmentals. Each developmental employee shall not exceed his/her accrued leave for 2022.
- h. Employees, who have been bypassed, passed voluntarily, or refused to bid, may bid at any time during that round, if no other employee is in the process of bidding.
- i. Proxy Bids shall be used for any employee who will be absent from the facility during the bidding process. Employees absent from the facility during the bidding process may provide a proxy bid selection sheet on duty time prior to the bidding process.
- j. Employees may not cancel or change leave bid in accordance with this Section until the conclusion of the bidding process.

Section 11. 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 10 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.

Section 12. Any remaining pre-approved leave opportunities that were not selected during the bidding process 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. Requests can be made 120 days prior to the date requested.

Section 13. Employees may submit NPTL requests in excess of the pre-approved leave opportunities using the following procedure:

- a. At the conclusion of the bidding process identified in Section 10 of this Agreement, employees may submit NPTL request in excess of the pre-approved leave opportunities identified in Attachments (A) and (B1-B9) of this Agreement. These requests shall be submitted via proxy to their Area Rep or designee conducting the bidding process identified in Section 10 of this Agreement.
- b. Requests can be made 120 days prior to the requested date.
- c. There is a different proxy sheet for this process titled “Accumulated Proxy”.
- d. In accordance with Article 24 Section 13, these NPTL requests will be approved/disapproved subject to staffing and workload and as soon as practicable following the bidding process.
- e. Employees may not submit leave requests in excess of the annual leave they have accumulated, plus what they will accrue that leave year, plus any restored balance.

Section 14. Each annual leave bid made during the process identified in this Agreement will be recorded in Web Scheduler.

Section 15. This agreement shall expire on the last day of the 2022 leave year, December 31, 2022. This MOU may be re-opened in accordance with Article 7 of the 2016 National Collective Bargaining Agreement.

Signed this Day of September 2021.

For the Union

For the Agency

Brian White
NATCA Facility Representative
Cleveland ARTCC

Thomas Layton
Air Traffic Manager (A)
Cleveland ARTCC

ATTACHMENT (A)

(Copy each Area's total Accrued Leave will be in this attachment)

	Total Accrued Leave	Prime Time Leave	Non-Prime Time Leave
AREA 1	674	300	374
AREA 2	721	320	401
AREA 3	832	370	462
AREA 4	722	320	422
AREA 5	709	320	389
AREA 6	794	340	454
AREA 7	799	330	469
AREA 8	691	310	381
TMU	342	150	192

Attachments (B1-B9)