

**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 2018.

Section 1. This Agreement applies to all employees in the ATCS bargaining unit(s) for the leave year beginning January 7, 2018 and ending January 5, 2019.

Section 2. Prime Time leave (PTL) and Non-Prime time leave (NPTL) bid is for eligible Cleveland Center CPC's and those identified by the Union and the Agency as being potentially certified by the beginning of each trimester for 2018.

1st trimester January 7, 2018

2nd trimester May 6, 2018

3rd trimester September 9, 2018

Section 3. PTL bidding will begin on or before October 15, 2017 and will be completed by November 10, 2017.

Section 4. NPTL bidding will begin upon completion of the Prime Time Leave Bidding process and will be completed by November 18, 2017.

Section 5. The 2018 PTL period(s) shall be:

- March 23, 2018 to April 9, 2018
- May 16, 2018 to September 3, 2018
- November 19, 2018 to November 25, 2018
- December 21, 2018 to January 2, 2019

Section 6. After collaboration with the Union, the Agency has determined the amount and distribution of PTL opportunities in attachments (A) and (B1-B8).

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-B8).

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. Any 4th slot not selected during PTL shall be re-distributed into the NPTL period. All PTL opportunities will remain on these dates: November 19, 2018 thru November 25, 2018 and December 21, 2018 thru January 2, 2019 as depicted in attachments (B1-B8).
- 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. There will be 6 rounds of NPTL Bidding. At the conclusion of round 6, all remaining rounds of accrued leave bidding will be completed by proxy provided there are still bidders or all leave opportunities have been exhausted.
- d. At the conclusion of NPTL bidding for accrued leave, the Agency and NATCA shall determine if there are any non-selected pre-approved accrued leave opportunities available for each Area. These opportunities shall be distributed throughout the NPTL period by the Area Rep, not to exceed the number of slots as depicted in attachments (B1-B8). Any unselected NPTL slots in excess of each Area's accrued leave slots will be returned to the Agency. 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 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 their accrued leave for 2018.
- h. Employees, who have been bypassed, voluntarily pass or refuse 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. Additional accrued/accumulated Leave Requests

- a. 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. Requests for this leave can be made 120 days prior to the date requested.
- b. After all pre-approved leave opportunities have been selected, any additional requests can be made 120 days prior to the date.

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 designated leave opportunities identified in attachments (A) and (B1-B8) of this agreement. These request shall be requested via proxy to their Area Rep or designee conducting the bidding process identified in Section 10 of this Agreement.
- b. These requests will be done by proxy. There is a different proxy sheet for this process titled "Accumulated Proxy".
- c. In accordance with Article 24 Section 13, the Accumulated NPTL requests will be approved/disapproved subject to staffing and workload and as soon as practicable following the bidding process.
- d. 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 2018 leave year, January 5, 2019.

Signed this 29th day of August 2017

For the Union

For the Agency

Russel Hannu
NATCA Facility Representative
Cleveland ARTCC

Mark Madden
Air Traffic Manager
Cleveland ARTCC

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

	Area's Total Accrued leave	Prime Time Leave	Non-Prime Time Leave
AREA 1	752	340	412
AREA 2	967	430	537
AREA 3	793	350	443
AREA 4	789	360	429
AREA 5	779	370	409
AREA 6	859	370	489
AREA 7	890	390	500
AREA 8	659	310	349

