

**ARTICLE 24  
ANNUAL LEAVE**

**Section 1.** Employees are entitled to annual leave with pay that accrues as follows:

- a. four (4) hours for each full biweekly pay period for an employee with less than three (3) years of service;
- b. six (6) hours for each full biweekly pay period, except that the accrual for the last biweekly pay period in the year is ten (10) hours, for an employee with three (3) but less than fifteen (15) years of service;
- c. eight (8) hours for each full biweekly pay period for an employee with fifteen (15) or more years of service.

**Section 2.** Except for those facilities where a leave exigency exists, employees shall be authorized the use of all leave they will accrue within a leave year. Unless staffing and workload do not permit, bargaining unit employees (BUEs) may also be authorized the use of all accumulated leave. Employees are permitted to use leave before it is accrued within the leave year.

**Section 3.** 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 4.** Annually, the Parties at the local level shall collaborate on: (1) the amount, as defined in Sections 6 and 7 of this Article, and distribution of prime time leave (PTL)/non-prime time leave (NPTL) opportunities; and (2) whether to redistribute non-selected PTL opportunities. Any redistribution of PTL opportunities shall be done collaboratively.

All agreements reached in this Section will be incorporated in the annual leave agreement.

**Section 5.** Annually, the Parties at the local level shall negotiate the following:

- a. The PTL period(s);
- b. Whether CPCs and CPC-ITs/developmentals bid independently of each other. Absent mutual agreement, these BUEs will bid independently;
- c. Number of days bid per round during NPTL bidding;
- d. The start date for bidding;
- e. Whether the days in each round of NPTL bidding may be non-consecutive; and
- f. Procedures for selecting and scheduling of spot leave.

All agreements reached in this Section will be incorporated into the annual leave agreement.

**Section 6.** In determining the amount of PTL opportunities, the Parties will consider the number of employees participating in the bidding process, two (2) weeks per employee, and the duration of the PTL period(s). PTL period(s) will be of sufficient duration to accommodate requests for two (2) consecutive or non-consecutive weeks of annual leave during the PTL period(s) for all BUEs. Conflicting PTL requests of BUEs shall be resolved by seniority.

**Section 7.** NPTL is leave that is bid at the conclusion of PTL bidding and/or requested

prior to the watch schedule being posted. In determining the amount of NPTL opportunities, the Parties will consider the number of employees to participate in the bidding process, the remainder of the leave year outside of the PTL period(s), and the amount of leave employees will accrue during the leave year not including the two (2) weeks made available to each employee during the PTL period(s), which when combined with approved PTL opportunities, will equal the total amount of leave accrued by BUEs within the leave year.

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

**Section 9.** The Union shall conduct the bidding process and ensure that all eligible employees are given the opportunity to bid leave in accordance with this Article in order of seniority. 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 10.** All leave bid/requested within designated pre-approved opportunities shall be considered approved.

**Section 11.** The Parties agree to the following procedures:

- a. 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. PTL opportunities that are neither selected nor redistributed will remain in place for NPTL bidding.
- b. In the second and subsequent rounds of bidding, each BUE shall be permitted to bid the number of NPTL days per round as determined in Section 5 of this Article, within any designated pre-approved opportunity.
- c. Rounds of NPTL bidding shall continue for six (6) rounds provided there are still bidders, or until all leave opportunities have been exhausted, whichever comes first, or as otherwise agreed to at the local level. Employees are permitted to pass on subsequent rounds of NPTL bidding.
- d. Employees will be afforded the opportunity to bid all the leave they will accrue within the leave year prior to employees bidding accumulated leave.
- e. 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 Article.
- f. Employees may not cancel or change leave bid in accordance with this Section until the conclusion of the bidding process.

**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.

**Section 13.** At the conclusion of the bidding process, employees may submit NPTL requests in excess of the designated leave opportunities. These requests shall be recorded and approved/disapproved subject to staffing and workload and as soon as practicable after the request is made. Approval/disapproval shall not be subject to conditional circumstances. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis. The Parties at the local level shall establish the method for tracking these leave requests. After implementation at the facility/area, OPAS will be used for tracking these leave requests.

**Section 14.** Spot leave is leave requested for any period during a posted watch schedule. Leave requests for the shift being worked shall be approved/disapproved subject to staffing and workload within thirty (30) minutes of the request being made. Leave requests for future shifts shall be approved/disapproved subject to staffing and workload within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Approval/disapproval shall not be subject to conditional circumstances. Leave requests shall be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved in the order that the request was received.

**Section 15.** Except as authorized in OPM regulations, no employee will be forced to take annual leave.

**Section 16.** Requests to cancel annual leave with twenty-four (24) hours notice to the Agency shall be granted. Unless staffing and workload do not permit, requests to cancel annual leave with less than twenty-four (24) hours notice to the Agency shall be granted. An employee who cancels scheduled annual leave and returns to duty shall be assigned to work the shift that he/she would have worked if the annual leave had not been scheduled, unless staffing and workload dictate or allow assignment to a different shift.

**Section 17.** Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

**Section 18.** Employees shall not be required to provide reasons for annual leave requests.

**Section 19.** Unless otherwise negotiated locally, all annual leave requests shall be submitted on an OPM-71. The form shall be dated, signed, approved/disapproved as appropriate, and a copy returned to the employee. After implementation at the facility/area, OPAS will be used for this purpose.

**Section 20.** Exigencies for public business must be determined by the head of the Agency or his/her designee. Except where made by the head of the Agency, the determination may not be made by an official whose leave would be affected by the decision. The Agency will notify the Union, at the national level, when the Agency makes the decision to place any facility in a leave exigency status. Upon written request by the Union, the Agency shall provide, in writing, within fourteen (14) days, the justification the Agency used in determining the need for the facility to be placed in a leave exigency status. If the Agency determines that an emergency exists at a facility not covered by a leave exigency, which precludes an employee from using appropriately scheduled use-or-lose leave, such leave shall be retained by the employee.

**Section 21.** In the event a leave exigency exists, the Parties at the local level shall negotiate the amount of annual leave each employee can use and the procedures to be used to distribute the leave equitably among employees.

**Section 22.** In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

**Section 23.** Except as otherwise provided for in this Agreement, employees are covered by the annual leave and lump sum payment provisions contained in 5 USC Chapter 55, Chapter 63, and the associated regulations in 5 CFR.

**Section 24.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: Air Traffic Controllers, Traffic Management Coordinators/Specialists, FSS, and NOTAM Specialists.