

**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 Denver ARTCC (ZDV) concerning Prime Time Leave (PTL) and non-Prime Time Leave (NPTL) for 2025.

Section 1. This Agreement applies to all employees in the ATCS and TMU bargaining unit(s) for the leave year beginning January 12, 2025 and ending January 10, 2026.

Section 2. PTL bidding will begin no later than December 14, 2024.

Section 3. The 2025 PTL period shall be January 12- January 10, 2026

Section 4. After collaboration with the Union, the Agency has determined the amount and distribution of PTL opportunities as follows:

Area 1:

Three leave opportunities per day for the entire PTL period

Areas 2 and 4:

Three leave opportunities per day for the entire PTL period with 4 opportunities per day for the following dates.

1. March 15-30
2. June 1-July 31
3. December 21, 2025 - January 4 2026

Areas 3, 5 and 6:

Four leave opportunities per day for the entire PTL period

TMU: Two leave opportunities per day for the entire PTL period.

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 follows:

Area 1: At the conclusion of the first round of bidding, all third leave opportunities not selected will be removed.

Areas 2 and 4: All non-selected PTL opportunities will remain in place for NPTL bidding.

Areas 3, 5 and 6: At the conclusion of the first round of bidding, all fourth leave opportunities not selected will be removed.

TMU: All non-selected PTL opportunities will remain in place for NPTL bidding.

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.

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

- 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 up to the following amounts of consecutive or non-consecutive NPTL per round within any designated per-approved opportunity: rounds 2-3 = 40 hours; round 4 = 48 hours; rounds 5-7 = 20 hours.
- c. Rounds of NPTL bidding shall continue for 6 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. 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.
- 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 Agreement and the Parties Collective Bargaining Agreement (CBA). When bidding is complete, the Area Rep/OM (or their designees) will reconcile leave bid and redistribute remaining days collaboratively.
- f. 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. CPC-IT/Developmental employees shall be afforded one leave opportunity per day.
- g. 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.

Section 10. Each annual leave bid made during the process identified in Section 8 of this Agreement will be entered into the Agency's scheduling program with asterisks outside the bidder's operational initials as soon as practical after the conclusion of the bidding process. Example: *XX*.

Section 11. 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 12. Employees may submit NPTL requests in excess of the pre-approved leave opportunities using the following procedure:

- a. BUEs 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.

- b. Additional leave requests for the 2025 leave year will be accepted by the NATCA bidding representatives during a seven (7) day period which will start as soon as practical at the conclusion of NPTL bidding. Additional NPTL requests submitted within this seven (7) day period will be considered to have been submitted at the same time. Conflicting NPTL requests submitted at the same time shall be resolved by random selection. After the random selection process is completed, the requests will be forwarded as soon as practicable to each Area's OM. The Area Rep and OM will jointly input these requests into the Agency's scheduling program. In accordance with Article 24 Section 13, such requests will be approved/disapproved subject to staffing and workload and as soon as practicable following the bidding process.
- c. Additional NPTL requested after the 7-day period and prior to the posting of the watch schedule shall be submitted via OPM-71 or via the agreed to Agency scheduling program. Requests should be recorded in the order received and approved or disapproved in accordance with Article 24 of the CBA.

In accordance with Article 24 Section 13, such requests will be approved/disapproved subject to staffing and workload and as soon as practicable following the bidding process.

Section 13. This agreement shall expire on the last day of the 2025 leave year, January 10, 2026.

Signed this 13th day of December 2024.

For the Union:



Jason Giles
NATCA Facility Representative
ZDV ARTCC

For the Agency:



Adrian Lamport
Air Traffic Manager
ZDV ARTCC