

## **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 the leave they are entitled to earn within a leave year at any time during the leave year. All employees shall be afforded the opportunity to take two (2) consecutive weeks annual leave each 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, what constitutes prime time leave periods shall be negotiated at the local level for each bargaining unit. In determining the amount of leave available, the Agency will make every reasonable effort to make leave available, consistent with staffing and work load. Prime time periods will be of sufficient duration to accommodate requests for two (2) consecutive or non-consecutive weeks of annual leave during prime time for all bargaining unit employees. Conflicting prime time leave requests of bargaining unit employees shall be resolved by seniority.

**Section 5.** The procedures for selecting, scheduling and relinquishing of prime time leave also shall be negotiated at the local level for each bargaining unit.

**Section 6.** Non-prime time leave is annual leave that is requested utilizing other than the prime time leave bidding procedure negotiated under Section 3 and prior to the schedule being posted. Non-prime time leave requests shall be recorded and approved/disapproved as soon as practicable after the request is made or as mutually agreed upon at the local level. 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 recording non-prime time leave requests.

**Section 7.** Annual leave requested for any period during a posted watch schedule, for the shift being worked, shall be approved/disapproved within thirty (30) minutes of the request being made. Leave requests for future shifts shall be approved/disapproved 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. The procedures for selecting, scheduling and relinquishing of spot leave shall be negotiated at the local level for each bargaining unit.

**Section 8.** Except as authorized in OPM regulations, no employee will be forced to take annual leave.

**Section 9.** Unless staffing and workload do not permit, bargaining unit employees may be authorized the use of all accumulated leave.

**Section 10.** 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 which 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 11.** Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.

**Section 12.** Employees shall not be required to provide reasons for annual leave requests.

**Section 13.** 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.

**Section 14.** 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 of 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 15.** 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 bargaining unit employees.

**Section 16.** 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 17.** 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 18.** 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 19.** The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.