



# **National Air Traffic Controllers Association**

## **National Constitution Standing Rules Policy & Position Statements**

*Effective October 3, 2014*



## National Air Traffic Controllers Association *National Constitution*

### PREAMBLE

As the working men and women who make up our nation's air traffic control system, we play a critical role in the provision of safe and efficient air transportation in the United States. Deserving recognition for our contributions to modern aviation and desiring a strong voice in matters bearing on our work lives and the safety of the flying public, we have formed the National Air Traffic Controllers Association ("the Association"). The Association will seek to advance the status, professionalism and working conditions of all air traffic controllers and other aviation-safety-related employees through collective bargaining, political action, and other lawful concerted activity. The Association will also dedicate itself to furthering the public's interest in safe and efficient air transportation. We hereby establish this Constitution to govern us in these efforts.

### Article I

#### *Name and Objectives*

**Section 1.** This organization shall be known as the National Air Traffic Controllers Association.

**Section 2.** The objectives of the Association shall be:

- a) To preserve, promote and improve the working conditions of air traffic controllers and other aviation-safety-related employees;
- b) To preserve, promote and improve the safety of air traffic within the United States, its territories and possessions;
- c) To preserve, promote and improve the professionalism and competence of air traffic controllers and other aviation-safety-related employees;
- d) To preserve, promote and maintain the best interests of the United States of America and particularly her leadership role in the aviation community; and
- e) To preserve, promote and improve the rights of its members through all lawful means, including collective bargaining, political action, and contributing to such civic and charitable organizations as the National Executive Board deems in the best interests of the Association.

### Article II

#### *Affiliations*

The Association may be affiliated, at the discretion of the National Executive Board, with the AFL-CIO on such terms and conditions as are mutually agreeable to the AFL-CIO and the National Executive Board of the Association. The National Executive Board has the authority to pursue and enter into other affiliations as are beneficial to the Association.

### Article III

#### *Membership*

**Section 1.** Any employee employed in a bargaining unit represented by the Association shall be eligible for active membership in the Association. The employment requirement shall be waived because of service to the Association, provided the requirement was met prior to the leave of absence or voluntary termination of employment.

**Section 2.** Only active members, in good standing, shall have the right to vote and hold office.

**Section 3.** A member shall be considered in good standing if:

- a) The payment of his/her dues is not more than forty-five (45) days in arrears; and
- b) His/Her membership has not been otherwise modified by disciplinary action imposed in accordance with this Constitution.

In the event of the death of an active member in good standing, the member's spouse, if also an active member in good standing, will be granted a waiver from the requirement to pay dues in order to maintain active membership in good standing, and will retain the right to vote and hold office.

Dues shall be waived for active members in good standing while recalled for active military service. These members shall retain all the rights of membership, including the right to vote and hold office.

**Section 4.** Members not in a duty status but who are in a full pay status (e.g. extended sick leave), or members in a part-time status, shall retain the rights, privileges, and responsibilities of full active membership, including the right to vote and hold office.

Members granted a leave of absence where pay and allowances are not provided, other than for service to the Association, shall be entitled to all privileges and benefits of membership, except the right to vote and hold office. These members, upon their return to full duty and pay status, shall be entitled to full reinstatement in the Association as members in good standing and shall not be required to pay the initiation fee, if any exists.

It shall be the responsibility of each member to keep his/her facility representative informed of his/her status under the provisions of this section.

**Section 5.** Should a member in good standing be terminated from his/her bargaining unit position for any reason, he/she shall be considered an active member as long as his/her case is under appeal by the Association and shall be entitled to all privileges and benefits of membership except the right to vote and hold office.

**Section 6.** When a member of the bargaining unit is reassigned by the Agency to a position outside of the bargaining unit, the Union considers the status of a bargaining unit member terminated. He/She shall not be entitled to representation as a matter of right or be granted access to the negotiated grievance procedure and/or the collective bargaining agreement. If such an employee is an active NATCA member, he/she shall be divested of all rights, powers, privileges, immunities and responsibilities granted to the Union, including the right to vote and hold office.

**Section 7.** A member shall stand automatically expelled if his/ her unpaid dues are not paid within thirty (30) days after receipt of written notification that his/her dues are forty-five (45) days in arrears.

**Section 8.** The Association may accept associate members and other categories of members under rules and regulations established by the National Executive Board. No individual shall be eligible for membership as an associate or retired member if the individual is or becomes eligible for active membership. A Lifetime Retired Member who subsequently becomes eligible for active membership shall have his/her retired membership fee refunded.

Any bargaining unit member who was a member in good standing for the twelve (12) months immediately preceding his/her retirement shall be eligible for retired member status. Associate and retired members shall be entitled to all privileges and benefits of membership, except the right to vote and hold office.

## **Article IV**

### *Organizational Structure and Officers*

**Section 1.** The National Convention shall be the Supreme Body with full and complete authority over all the affairs of the Association.

**Section 2.** The officers of the Association shall be the President, the Executive Vice President and the Regional Vice Presidents. These officers together shall constitute the National Executive Board. The National Executive Board shall be responsible for the creation of policy for the organization between Conventions.

**Section 3.** The Regions shall cover the following geographic areas:

Alaskan: Alaska

Eastern: Delaware, District of Columbia, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia

Central: Iowa, Kansas, Missouri, Nebraska

Great Lakes: Illinois, Indiana, Michigan, Minnesota, North Dakota, Ohio, South Dakota, Wisconsin

New England: Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont

Northwest Mountain: Colorado, Idaho, Montana, Oregon, Utah, Washington, Wyoming

Southern: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, Virgin Islands

Southwest: Arkansas, Louisiana, New Mexico, Oklahoma, Texas

Western Pacific: American Samoa, Arizona, California, Guam, Hawaii, Marshall Islands, Nevada

Region X: Employees in bargaining units in the United States, its territories and possessions, and other countries/territories where NATCA bargaining unit members are employed, as determined by the National Executive Board.

**Section 4.** The President shall be the chief executive officer of the Association and shall be responsible for implementing all policies established by this Constitution, the National Convention and the National Executive Board.

He or she, subject to the authority of the National Executive Board, shall be empowered to employ any person or organization he or she deems necessary and to direct, manage and supervise any affairs of the Association.

He or she shall preside at all National Conventions and meetings of the National Executive Board, and shall chair or direct the chair of the Association's Negotiating Team.

**Section 5.** The Executive Vice President shall preside at any Convention or meeting from which the President is absent, and in the case of a vacancy in the office of President, the Executive Vice President shall succeed to the Presidency until the next regular election.

The Executive Vice President shall be responsible for keeping the minutes of all National Executive Board meetings and for the maintenance and protection of all records, books, papers and contracts, including financial reports, of the Association, and shall receive, hold and keep a proper account of all monies of the Association, pay all legitimate bills, and render annual financial reports to the National Executive Board.

**Section 6.** The Regional Vice Presidents, subject to the discretion of the President, shall administer the affairs of their respective Regions, and shall implement all policies established by this Constitution and the National Executive Board.

They shall provide guidance and assistance to locals and local officers in their respective areas.

The National Executive Board makes the determination of which bargaining units are part of Region X.

**Section 7.** In the event the Executive Vice President or a Regional Vice President is unable to complete his or her term as designated by the Constitution, or if the position is vacated for any reason prior to the term's expiration as defined by the Constitution, the

President shall appoint, subject to approval of the National Executive Board, an active member in good standing to fulfill that office for the balance of the term as defined by our Constitution until the next regularly-scheduled election pursuant to Article VII; such person shall possess all the rights, powers, privileges, duties and responsibilities vested with the office as if he or she had been elected to the position.

**Section 8.** The National Executive Board shall have at least two regularly scheduled meetings every year at such times and places as shall be designated by the President. Advance notice of the meetings shall be published at least 30 days prior to the meeting unless the meeting is an emergency meeting. A copy of the minutes of all meetings shall be sent to all facility representatives within two weeks and made available for review by any member in good standing. A quorum of the Executive Board shall be at least two-thirds of its members.

The National Executive Board may conduct business via teleconferences, provided these meet the minutes criteria of regularly scheduled meetings, but teleconferences do not satisfy the requirements of regularly scheduled meetings.

## **Article V**

### *National Standing Committees*

**Section 1.** There shall be maintained at all times a Constitution Committee, a Finance Committee, an Organizing Committee, a Safety Committee and a Legislative Committee. The Constitution, Finance, and Legislative Committees shall be composed of one (1) active member in good standing from each Region. The President shall be a non-voting ex officio member of the Constitution, Safety, and Legislative Committees. The Executive Vice President shall be a non-voting ex officio member of the Finance and Organizing Committees.

**Section 2.** The Organizing Committee shall be comprised of NATCA members and staff as appointed by the National Executive Board. The NEB shall appoint one of the Committee members as Chairperson. The representative makeup of the Committee shall be reviewed annually to ensure its alignment with current organizing goals and strategies.

**Section 3.** The Safety Committee shall be composed of active members in good standing selected for positions of expertise in the following areas:

- Tower Representative
- TRACON Representative
- Combined Tower/TRACON Representative
- Enroute Representative (2)
- Oceanic Representative
- Aircraft Certification Representative
- Region X Representative
- TMU Representative
- Voluntary Safety Reporting Representative
- Professional Standards Representative
- International Representative
- Pilot/Controller Liaison
- Human Factors Representative

Vacancy will be advertised to all active members and selection(s) will be made by the NATCA President and confirmed by the National Executive Board. When there is a vacancy on the National Safety Committee that leaves a region unrepresented, a representative from that region shall be given priority during the selection process.

**Section 4.** Except as otherwise provided for in Section 2 above, the National Chair of all standing committees shall be elected by the members of each respective committee. Each standing committee shall establish its own election procedures and the length of term to be served, not to exceed three years. There is no limit to the number of terms served.

In the event of a National Standing Committee Chair vacancy, the President shall select from amongst the remaining

committee members a replacement until the next scheduled meeting, when a new National Chair will be elected.

**Section 5.** If any Region has a regional Constitution, Finance, or Legislative committee coinciding with any National Standing Committee, the chair of that regional committee shall be that Region's representative to the National Committee.

The National Office shall publish the names and addresses of all standing committee members in the first monthly newsletter after September 1 of each year.

**Section 6.** The National Finance Committee shall review the financial reports and annual budget, as submitted by the Executive Vice President, and make recommendations for change as necessary.

The annual budget requires approval by a majority vote of the Finance Committee and a majority vote of the Vice Presidents, excluding the Executive Vice President, for passage.

**Section 7.** When a regional member of the Constitution, Finance, or Legislative committee is elected to a National Chair, the Regional Vice President may select an additional committee member to fill the regional position vacated by the National Committee Chair. Vacancies on the Organizing or Safety Committee will be filled in accordance with Sections 2 and 3 above, respectively. The Chair of the National Standing Committees will report to the President.

**Section 8.** There shall be maintained a charter for each Standing Committee. This charter will clearly delineate the roles and responsibilities for each Standing Committee.

**Section 9.** Charters for all NATCA Committees (including non-standing committees) shall require majority approval of the National Executive Board and shall be maintained by the respective committee chair. Charters for all NATCA Committees shall be kept on file at the National Office and available to the membership through online resources.

**Section 10.** All meetings of any NATCA standing committee are open to any member in good standing.

## **Article VI**

### *Rights and Responsibilities of Members*

**Section 1.** Subject to the provisions of this Constitution, all active members in good standing of the Association shall have the right to nominate candidates, to vote in membership referenda, to attend membership meetings and have a voice and a vote at such meetings, to campaign for and hold office, to freely assemble with other members, and to freely speak on any issue affecting the Association.

**Section 2.** Negotiated term agreements shall be sent to the affected membership for ratification. Ratification shall require a majority of the votes cast.

**Section 3.** It shall be the responsibility of each member to comply with the Constitution, Standing Rules, Policy and Position Statements and all duly established policies of the Association. Subject to the procedures of Article XIII a member may be expelled or suspended for any breach of his or her responsibilities to the Association.

**Section 4.** No officer or agent of the Association shall have business or financial interests that conflict with his or her duties to the Association.

**Section 5.** No person shall be discriminated against by the Association or any of its members on account of race, color, sex, creed, national origin, age, handicap, or sexual orientation.

**Section 6.** All regular and special meetings of the Association shall be governed by this Constitution and by Robert's Rules of Order Newly Revised.

**Section 7.** If a member applies for or voluntarily accepts a supervisory or management position within the Agency/company then; he/she shall immediately vacate any elected/appointed Union position currently held, and shall not be eligible to run for office or be appointed to any position with the Union for a period of twelve

(12) months after the closing date of the applicable bid (if not selected) or twelve (12) months after returning to the bargaining unit from a supervisory or management position within the Agency/company. These provisions shall not apply in the case of an employee that is forced to work a supervisory or managerial position within the Agency/company.

## **Article VII**

### *Nomination and Election of Officers*

**Section 1.** The President, the Executive Vice President, and the Regional Vice Presidents shall be elected once every three (3) years by a secret ballot vote. All active members in good standing shall be eligible to vote for the President and the Executive Vice President, and all active members in good standing of each respective region shall be eligible to vote for the Regional Vice President of that region. The candidates for each office receiving a majority of the eligible votes actually cast shall be declared the winning candidate. In the event no candidate receives a majority of the votes cast, a runoff election will be held between the two candidates receiving the most votes.

**Section 2.** To have his or her name placed on the ballot, a candidate for National Office must be nominated by an active member in good standing and must accept the nomination. Nominations must be in writing and must be delivered via certified mail to: National Election Committee at the Association's headquarters. All candidates for office must be active members in good standing for at least one year prior to the close of nominations.

**Section 3.** The National Election Committee shall designate the dates for nominations, acceptance of nominations and for the distribution and tabulation of ballots, and shall so notify the membership in a timely manner. The last date for acceptance for nominations shall be at least thirty (30) days before the distribution of the ballots. The last date for receiving and tabulating of ballots shall be at least thirty (30) days after the ballots are distributed.

**Section 4.** The President shall appoint a five person National Election Committee at least one year prior to the close of nominations. Members of the National Election Committee shall be active members in good standing, but no candidate for office may serve as a member of the National Election Committee. The National Election Committee shall oversee the tabulation of all valid ballots. Only the ballots of active members in good standing shall be counted. After tabulating the ballots, the National Election Committee shall announce the winning candidates.

**Section 5.** Newly-elected officers shall commence their term of office thirty (30) days after certification of the results of the election.

**Section 6.** A National Officer may serve an unlimited amount of terms in the same office.

**Section 7.** National/Local Election Protests. Any active member in good standing may file an election protest provided all of the following conditions are met:

- a) The protesting member must have been eligible to participate in the protested election at the time of the incident giving rise to the protest; and
- b) A written protest is filed with the National Election Committee through NATCA's General Counsel; and
- c) In order to be timely, a protest must be received no later than 15 days subsequent to the election date stipulated in the election rules, and within 30 days of the incident giving rise to the protest.

Upon receipt of an election protest, the National Election Committee shall notify all candidates involved in the protested election and, in the case of a local election, the local Election Committee and the Local President of the protest and the nature of the charges. At the request of a member in good standing, the National Election Committee shall provide a full and complete copy of the filed protest to the requesting member.

If the protest claims an illegal denial of the right to vote, which is found to be valid by the National Election Committee, the National Election Committee shall permit such member to cast a vote on such terms as may be practical if prior to the close of the election. In the event the protest is found to be invalid, the National Election Committee shall dismiss the protest and so inform the protesting member via certified mail on the day of dismissal.

The National Election Committee shall verify that the member has followed the required protest procedures, review the allegations raised in the protest, and conduct a thorough investigation, including, but not limited to, interviewing all parties involved. If the allegation does not constitute an election irregularity, the National Election Committee need not pursue the allegation further. After all allegations have been reviewed and the facts determined, the National Election Committee shall, within 7 days, recommend to the National Executive Board what action is appropriate under Department of Labor guidelines.

Within 15 days, the National Executive Board shall meet, via teleconference if desired, to decide on the challenge. The National Executive Board, through NATCA's General Counsel, shall notify the protesting member and affected candidates of the decision in writing. The General Counsel shall advise the protesting member of the basis for the decision.

If, because of a timely protest, an election is found to be invalid, all members in good standing who were eligible to participate in the election shall be notified within 15 days by the National Executive Board, through NATCA's General Counsel, of the decision to invalidate the election.

**Section 8.** Any member seeking election to a union office or position may not accept nomination or run for more than one elected position during any single election.

**Section 9.** Write-in votes will not be permitted in any NATCA election.

### **Article VIII** *National Conventions*

**Section 1.** The Association shall meet in National Convention every two (2) years at a location to be established by majority vote of the delegates at the Convention four (4) years previous. A Special Convention may be called by the President upon sixty (60) days notice to the membership.

**Section 2.** Only delegates or their alternates may conduct the business of the Convention. Any member in good standing may attend the Convention and speak on any issue.

**Section 3.** Delegates and any alternates must be active members in good standing of the Association and of their respective Locals. No paid employee of any Local or of the Association, other than duly elected officials, shall be a delegate.

**Section 4.** Delegates and any alternates shall be determined by procedures set forth in each Local's constitution and bylaws. The Local is not required to conduct a mail ballot for convention delegates unless specifically required in their local constitution.

**Section 5.** Each Local shall be entitled to one delegate. Each Local shall be entitled to an additional delegate for every 50 active members in good standing over and above 100 members. Each delegate shall be entitled to cast a number of votes equal to the number of active members in good standing in his or her Local thirty (30) days in advance of the opening of the Convention, divided by the number of delegates representing the Local properly registered and credentialed at the time of the vote.

**Section 6.** At least one year prior to any scheduled Convention, the President shall ensure the establishment of a Convention Committee, which shall be comprised of NATCA staff and other designees as appointed by the President and approved by the National Executive Board. At a minimum, appointments shall include two members from the hosting Local(s) and the Regional Vice President from the hosting region. This committee will

forward all plans and provisions to the National Executive Board for approval.

The President shall appoint a Credentials Committee for each National Convention. The Credentials Committee shall be composed of at least three (3) active members in good standing, among whom no two (2) members may be from the same NATCA Region. Prior to the start of the Convention, the Credentials Committee shall meet and issue a report listing the names of all eligible delegates and their alternates and the number of votes that each delegate is entitled to cast.

The Constitution Committee shall be the Rules Committee for each National Convention.

Other committees shall be established as deemed necessary by the President or by the voting delegates at the National Convention.

**Section 7.** Resolutions approved by the National Convention shall form the Standing Rules and Policy/Position Statements of the Association. All Standing Rules and Policy/Position Statements enacted by the National Executive Board shall be published 60 days prior to the National Convention, and be presented to the National Convention for approval or disapproval. Standing Rules and Policy/Position Statements presented by the National Executive Board that are approved by the National Convention shall become Standing Rules or Policies/Position Statements of the Association.

Standing Rules are those resolutions passed by the Convention Body that apply to the day-to-day internal operations of the Association. Policies are a means for Convention delegates to provide specific direction to the National Executive Board or National Office that are exclusive of the day-to-day internal operations of the Association. Position Statements are resolutions that do not give specific direction for action. The National Executive Board shall report to the membership at least 60 days prior to the next Convention the actions taken by the National Executive Board to comply with the provisions of duly passed Policies/Position Statements and recommend actions to be taken by the delegates.

All Standing Rules and Policy/Position Statements enacted by the National Executive Board such that they cannot, due to time constraints, be included in the above notification to the membership, shall be published and disseminated to the delegates on the first day of the Convention to be included in the presentation for approval or disapproval.

### **Article IX** *Finances*

**Section 1.** The fiscal year shall commence on the first day of January and expire on the last day of December. Final budget approval shall be accomplished prior to the beginning of each fiscal year. No monies may be drawn against the funds of the Association until a final budget is approved.

**Section 2.** The Executive Vice President shall provision for the distribution to each Local an annual financial report as soon as practical after the confirmation of the annual audit, but in any case no later than April 30. The annual financial audit shall be undertaken by an independent public accounting firm.

**Section 3.** Annual audit results shall be made available to each member of the National Executive Board and shall be made available to any active member in good standing upon request.

**Section 4.** Any officer or employee of the Association may sign on its behalf: bills, notes, checks, negotiable instruments, or other evidences of obligation only when he/she has been authorized to do so by the National Executive Board within limitations determined by the Board and described in writing to be signed and issued by the President. All checks drawn against the funds of the Association shall be countersigned by the President or the Executive Vice President.

**Section 5.** The National Finance Committee shall review the salaries of the National Officers annually. The voting delegates shall act upon the committee's recommendation at the National Convention.

**Section 6.** The Association may pay the expenses of any National Officer, Voting Delegate, and National Committee Member whose duties require his attendance at a convention.

**Section 7.** Any changes to the national dues of all the active members of the Association shall be proposed to the National Convention by the National Executive Board. After 120 days notice to the membership, membership dues shall be set by a majority roll call vote at the Convention.

**Section 8.** There shall be an initiation fee for new members as set by majority vote at the National Convention.

**Section 9.** Retired member dues, individual associate member dues, and corporate associate member dues shall be set at a rate per annum set by the National Executive Board.

**Section 10.** A dues rebate in the minimum amount of ten (10) percent shall be returned to the locals.

**Section 11.** Special assessments for extraordinary purposes may be imposed by secret ballot majority vote of active members in good standing.

**Section 12.** The National Finance Committee shall have access to review all financial records of the Association.

### **Article X** *Locals*

**Section 1.** The National Executive Board shall be empowered to charter local unions under such rules and regulations as it may deem proper.

**Section 2.** Locals shall adopt a constitution and bylaws. The local's constitution and bylaws shall not conflict with this Constitution or any duly promulgated Standing Rule and/or Policy and Position Statements of the Association.

**Section 3.** Each Local shall have the following offices: President, Vice-President, Secretary, and Treasurer. Locals may provide in their constitution and bylaws for additional offices or for combining local offices into not less than one (1) position.

**Section 4.** For each term of office, local officers shall be elected by secret ballot vote of the active members in good standing. Each term of office shall not exceed three years. There is no limit to the number of terms served.

**Section 5.** Locals may appoint officers to fill vacancies for unexpired terms of office, provided such procedures are specifically defined in their Local Constitution.

**Section 6.** There shall be no more than one NATCA local per facility.

**Section 7.** Any challenge to a local election shall be decided by the National Executive Board in accordance with Article VII.

**Section 8.** Locals shall have, at a minimum, two (2) membership meetings per calendar year.

### **Article XI** *Trusteeship*

**Section 1.** The President, with approval of the National Executive Board, may place any Local in trusteeship for any of the following reasons:

- a) To uphold the Constitution of the Association.
- b) To correct corruption or financial malpractice.
- c) To assure performance of collective bargaining agreements or other duties of a bargaining representative.
- d) To otherwise carry out the legitimate objects of the Association.

**Section 2.** The affected local shall be afforded a fair hearing by a panel appointed by the President within a reasonable amount of time following the imposition of trusteeship. The time and

location of the hearing along with a summary of the hearing procedures shall be provided to the local no later than thirty (30) days prior to the hearing date. The hearing shall be open to all officers and members of the local. The panel shall ratify or reject the imposition of trusteeship and advise the local within thirty (30) days of the conclusion of the hearing.

**Section 3.** A trustee selected by the National Executive Board shall assume immediate control and authority of any Local placed in trusteeship, and shall have full authority over the officers and property thereof. The trustee shall continue to act in such capacity for the duration of the trusteeship.

**Section 4.** Upon petition filed with the National Executive Board, no earlier than six (6) months after imposition of the trusteeship, any active member in good standing of the Local may request termination of the trusteeship. The National Executive Board, acting on such petition, or at any time on its own motion, may terminate the trusteeship and restore self-government to the Local.

### **Article XII** *Impeachment*

**Section 1.** A National Officer may be impeached for serious misconduct in office only in accordance with this Article.

**Section 2.** Any active member may prefer charges of serious misconduct against a National Officer. Such charges shall be in writing, signed by the accusing member and accompanied by a statement containing the specific facts supporting the charges. The statement shall include the date, place and time of the alleged misconduct, the names of all persons involved, and reference to specific article(s) and of this Constitution which allegedly have been violated.

The charges and supporting statements shall be submitted to the National Executive Board. The National Executive Board shall, within thirty (30) days after receipt of the charges, determine whether they are valid. If the National Executive Board determines that the charges warrant further investigation, it shall prepare a written complaint and serve it upon the National Officer against whom the charges were filed.

The accused may respond to the National Executive Board in writing within thirty (30) days of receipt of the complaint.

The complaint and response thereafter shall be mailed to the delegates from the last National Convention who represented the Region of an accused Regional Vice President or to all delegates in a case concerning the President or the Executive Vice President.

Within (30) days after receiving the complaint and response, each delegate shall advise the National Executive Board, in writing, whether he or she recommends continuing the impeachment process.

**Section 3.** If continuation of the impeachment process is recommended by a majority of the delegates responding, a committee consisting of seven (7) active members in good standing, who are neither National Officers nor delegates, shall be appointed to conduct an impeachment hearing. Six of the members of the hearing committee (including the Chairman) shall be appointed by the National Executive Board; the remaining member shall be appointed by the accused.

The hearing committee shall provide the accused with at least twenty-one (21) days written notice of the date, time, and place of hearing. Such hearing shall be conducted no earlier than thirty (30) days and no later than forty-five (45) days after the appointment of the hearing committee. The accused shall have the right to question all witnesses who may testify against him, to call witnesses and present evidence in his defense, and to be represented by a member in good standing.

The National Executive Board shall appoint a member in good standing, from a Region other than that of the accused, to prosecute the case. If the accused fails to appear without good cause at the scheduled hearing, the hearing committee shall proceed as if the accused were present. A vote of 5 members of

the hearing committee is necessary to remove the accused from office, or to censure, fine, suspend, expel or otherwise discipline the accused.

No National Officer may be tried twice concerning the same offense.

### **Article XIII** *Internal Grievances*

**Section 1.** Should any active member have any grievance or complaint concerning the actions of the Association, its officers or any fellow member, excluding a protest concerning the conduct of an election (which shall be decided in accordance with Article VII) or impeachment (which shall be decided in accordance with Article XII), he or she shall raise that grievance under the provision of this Article and shall not resort to any outside forum for resolution of his or her grievance.

**Section 2.** Any active member may file a grievance. The grievance must be submitted to the National Executive Board through the General Counsel via U.S. Postal Service certified mail or other accountable, traceable delivery service within thirty (30) days of the event leading to the complaint. At a minimum, to be valid, the grievance shall be in writing, signed by the active member bringing the grievance and include the following: the name and facility of the accused member; a statement containing the specific facts supporting the grievance; all supporting documentation and appropriate witness statements; and the specific provisions violated of any of the following:

- a) Local or National Constitution,
- b) Standing Rules,
- c) Policy and Position Statements,
- d) Other duly propagated Association policies or direction,
- e) Statutes or the collective bargaining agreement, if the accused is an appointed or elected bargaining unit representative or Constitutional Officer and this person refuses to assure performance of collective bargaining agreements or to comply with the other duties of a Constitutional Officer or bargaining unit representative, as appropriate.

The President shall ensure a grievance form that complies with all requirements herein is made available for use, but use of such a form is voluntary.

**Section 3.** The General Counsel shall serve a copy of the grievance on the accused member or officer. Within thirty (30) days of receipt of the grievance, the accused may file with the National Executive Board through the General Counsel a written reply to the charges.

**Section 4.** The National Executive Board shall consider the grievance and any reply as soon as possible, but no later than fourteen (14) days after receipt of the accused member's reply or the expiration of the thirty (30) day response period, whichever occurs first. The National Executive Board may dismiss the grievance or may refer it for hearing before a Trial Committee consisting of 3 active members in good standing appointed by the President. If, in submitting a reply, the accused admits to the charge, and, the accused waives his/her right to a hearing, the National Executive Board shall have the ability to sustain the grievance.

**Section 5.** The Trial Committee shall, after reasonable notice to the grievant and the accused, conduct a hearing on the grievance. After such hearing the Trial Committee shall render a written decision dismissing the grievance or sustaining the grievance and recommending such remedy as it may deem proper. Should the Trial Committee sustain the grievance, its report shall be submitted at the next meeting of the National Executive Board, and the National Executive Board shall determine the remedy of the grievance. Should the Trial Committee dismiss the grievance, that

decision will not be further considered by the National Executive Board.

Due to the sensitive nature of grievances, the minutes of the National Executive Board shall only state the names of the grievant(s), charged party or parties, and whether the grievance was dismissed or forwarded to the Trial Committee. The General Counsel shall transmit the decision of the National Executive Board and the reasons thereof as soon as practical to the grievant(s) and charged party or parties.

The text of this decision shall only be published or disseminated by the NATCA National Office or National Executive Board upon individual request of a member, except the decision will automatically be provided to the named parties.

**Section 6.** Any party aggrieved by a decision of the National Executive Board or the Trial Committee may petition the next National Convention for relief, but the filing of such petition shall not stay the effectiveness of the decision of the National Executive Board or the Trial Committee. The decision of the delegates, by majority vote, shall be final.

### **Article XIV** *Interpretation and Amendments to the Constitution*

**Section 1.** All proposed amendments to the National Constitution shall be submitted to the National Constitution Committee through the Executive Vice President one-hundred and twenty (120) days prior to the Convention. All proposed amendments shall be reported out of committee, shall be submitted to the membership at least sixty (60) days prior to the Convention, and shall be considered at the National Convention.

**Section 2.** An untimely constitutional amendment may only be introduced at the National Convention by a three-fourths (3/4) vote of the delegates actually voting.

**Section 3.** Adoption of proposed amendments to the Constitution shall require at least two-thirds (2/3) of the votes cast by the voting delegates in attendance at the Convention.

**Section 4.** Interpretations of this Constitution, Standing Rules, and/or Policy & Position Statements shall be made by submitting the question to the Executive Vice President, who shall forward the request to the Constitution Committee for interpretation. Any challenge to the Committee's interpretation of this Constitution shall be submitted to the National President who shall decide the question.

Any party aggrieved by a decision of the President may petition the next National Convention for relief, but the filing of such petition shall not stay the effectiveness of the decision of the President. The decision of the delegates, by majority vote, shall be final. Any interpretations under this section shall be included in the next published National Executive Board minutes.

**Section 5.** A compilation of all standing rules/policy and position statements still in effect will be made. This compilation will be distributed to all NATCA locals within one-hundred and twenty (120) days of the close of each convention.

At any future official meeting of the National Convention/Executive Board where resolutions are passed, these standing rules/policy and position statements will be published and disseminated within 120 days as a change to the foregoing.

The Constitution Committee, at least once every two years, will review said compilation and recommend for deletion all standing rules/policy and position statements that are no longer applicable to the policy of NATCA.

**Section 6.** Amendments and ratifications to local constitutions shall be in accordance with Robert's Rules of Order, Newly Revised, and per the provisions of this Article:

- a) All proposed amendments to a local constitution shall be submitted to the local executive board at least thirty (30) days prior to the meeting during which they will be discussed and voted upon; and

- b) All proposed amendments shall be posted at least twenty-one (21) days prior to the meeting during which they will be discussed and voted upon; and
- c) Adoption of proposed amendments to the local constitution shall require at least two-thirds (2/3) of the votes cast by the voting members as defined by the local constitution.

Interpretations to local constitutions shall be made by the Local President. Any challenges to interpretations of local constitutions shall be accomplished in the same manner as challenges to the National Constitution.

## **Article XV**

### *Seniority*

**Section 1.** The following shall be used to determine seniority for the National Air Traffic Controllers Association:

- a) Cumulative NATCA Bargaining Unit Time;
- b) First Tie Breaker: NATCA Bargaining Unit Time;
- c) Second Tie Breaker: EOD/FAA;
- d) Third Tie Breaker: SCD;
- e) Fourth Tie Breaker: Lottery. The lottery shall be determined at the local level.

For the purpose of facility release policies, seniority will be determined by facility time only as a bargaining unit member at that present facility.

NATCA Bargaining Unit Time is defined as the total time in a given bargaining unit represented by NATCA and as defined by the petition for representation of that unit. Cumulative NATCA Bargaining Unit Time is derived by totaling all time together spent in each of the NATCA bargaining units.

**Section 2.** Re-employed annuitant NATCA bargaining unit employees shall have their initial seniority dates adjusted to reflect the date they rehire into any FAA NATCA bargaining unit.

**Section 3.** Any bargaining unit member who accepted a supervisor/management position after September 12, 2008 and returns to the bargaining unit will have his/her cumulative seniority date set to the day they return.

## National Air Traffic Controllers Association

### *Standing Rules*

- A Seniority
- B Member Benefits & Retirement
- C Constitution & Conventions
- D Dues & Initiation Fees
- E Communications
- F Finance
- G General
- H Committees, Boards, Liaisons & Representatives
- I Internal Business
- J Pays, Salaries & Compensation
- K Contracting Out
- L Labor Relations
- M Membership & Organizing
- N NATCA Employees

#### **Section A** *Seniority*

##### **SRA-1 Deleted (9/10)**

##### **SRA-2 Leave Bidding Process (9/02)**

When seniority is used to govern a leave bidding process, a Local Bargaining Unit may elect to bid by rounds, provided each round is bid in order of seniority. When bidding in rounds, any conflicting requests shall be resolved by seniority within that round.

##### **SRA-3 Deleted (3/12)**

#### **Section B** *Member Benefits & Retirement*

##### **SRB-1 Retirement Planning (4/00)**

NATCA shall maintain a source that will specialize in information pertaining to retirement. This source will answer NATCA members' questions concerning retirement issues and provide periodic briefings to NATCA members.

##### **SRB-2 Membership Trust Fund (4/00)**

NATCA shall create such trust fund(s) as may be necessary or desirable to hold, manage, and invest all net income derived from NATCA Membership Investments, Inc., and shall use such income and earnings thereon for the exclusive purpose of providing benefits to members of the Union and defraying reasonable expenses of administering the trust funds. Any change and/or amendment to this resolution must be through a three-fourths vote of returned ballots of the entire NATCA membership.

##### **SRB-3 NATCA Scholarship Fund (8/94, 4/00, 9/08, 3/12)**

A scholarship fund is established for the spouses, children, stepchildren, and legally adopted children of active, retired, and deceased NATCA members with continuous membership in good standing of at least two years. NATCA will administer the award of twenty national scholarships of \$1,000 per annum, based on a lottery system administered by the NATCA National President.

These scholarships are for full-time attendance at accredited colleges and universities within the United States and its territories, in an undergraduate degree program. Applicants must apply in

writing to the NATCA National President no later than March 1 annually for the college/university attendance within that calendar year, and submit a qualifying 500 word essay.

#### **Section C** *Constitution & Conventions*

##### **SRC-1 Constitutional Amendment Package (9/98, 4/94, 9/10)**

The Constitutional Amendment package shall include a supporting argument of 200 words or fewer from the authors, if so submitted.

Resolutions that are submitted to the Executive Vice President no later than 120 days prior to the Convention shall be published along with the proposed amendments. No other resolutions will be accepted before the Convention. Resolutions may be submitted at the Convention in accordance with Convention Rules.

##### **SRC-2 Past Presidents Attending Conventions (4/00, 9/10)**

NATCA shall formally invite all past national presidents and executive vice-presidents who remain members in good standing and their spouse/significant other to its national conventions, and be responsible for all the financial arrangements associated with transportation, hotel, and meals.

##### **SRC-3 Convention Attendance (4/00)**

The spouse/significant other of the current National president and executive vice president shall be invited to the national convention. NATCA is responsible for financial arrangements with respect to transportation, hotel, and meals.

##### **SRC-4 Convention Fees (4/06)**

No member shall be charged a fee to attend any business session of any convention. This does not preclude being charged a fee for after-hours or non-business events.

##### **SRC-5 Ownership and Use of Convention Logo (11/95, 9/10)**

The convention host local(s) will own the exclusive rights to any NATCA convention logo. Individuals and/or locals may reproduce such logo only upon payment of a usage fee to the convention host local(s). The amount of this fee will be determined by the convention host local(s) but shall not exceed \$500.

##### **SRC-6 Use of NATCA Logo (8/93)**

All items bearing the NATCA name or logo that will be sold at a NATCA convention must be union made or, at a minimum, American made; no foreign-made products may be sold.

##### **SRC-7 Convention Review Compliance (10/14)**

Within one hundred and eighty (180) days of the closing of each biennial convention, each Local shall review their Local Constitution to ensure compliance with the National Constitution.

**Section D**  
*Dues & Initiation Fees*

**SRD-1 Annual Membership Dues (6/90, 10/14)**

Effective January 11, 2015, the annual dues of the membership in the Association is set at 1.4% of the individual members' locality adjusted salary.

**SRD-2 Deleted (10/14)**

**SRD-3 Membership Dues/Home of Record (11/94)**

Any member(s) on LWOP for service to the association shall pay dues commensurate with their home of record.

**SRD-4 Dues Deduction (6/90, 10/14)**

Active members who pay their membership dues via direct billing must pay such dues on an annual basis in total and in advance due to administrative constraints and in keeping with the FLRA decision (case no. 5-CO-70021). In the event that the Federal Service Labor-Management Relations Statute (5 U.S.C. 7101, et seq.) is amended to prohibit agencies from deducting from employees' pay amounts for payment of regular and periodic dues of the exclusive representative, the National Executive Board shall be empowered to prescribe procedures for additional methods of direct billing and payment of dues.

**SRD-5 Dues Payment by Mail (3/91)**

NATCA National will advise all members who pay their dues by mail of their upcoming obligation no later than 30 days prior to the expiration of their membership.

**SRD-6 Deleted (3/12)**

**SRD-7 Dues Rebate (6/90, 4/00, 9/02, 4/06, 9/08, 9/10, 3/12)**

The National Office will rebate to the Locals, quarterly, ten percent of the dues or \$550, whichever is greater. For Locals collectively paying less than \$2,200 in dues per year, the rebate shall equal the amount of dues paid.

**SRD-8 Dues Rebate Checks (4/06)**

Dues rebate checks shall be withheld for any NATCA Local failing to meet Department of Labor or Internal Revenue Service deadlines for LM forms or IRS reporting requirements. Dues rebate checks withheld under this provision shall be released to the Local once the Executive Vice President receives proof that the Local has complied with all DoL or IRS 990 reporting requirements.

**SRD-9 Dues Rebate Analysis (4/94)**

The NATCA National Office shall supply, concurrently with each local's quarterly dues rebate, a complete accounting of the statistical analysis used to derive the dollar figure for that rebate, i.e. how many members at each grade level.

**SRD-10 Initiation Fee (5/90, 4/94, 9/98, 9/02, 4/06, 9/08, 9/10, 3/12)**

If a collective bargaining agreement is in effect, no initiation fee shall be assessed for individuals who become members within three months of being eligible for the first time for membership. If a collective bargaining agreement is not in effect, an initiation fee shall not be assessed for individuals who become members within six months after the effective date of the first collective bargaining agreement covering these employees. In addition,

individuals who were members when they left the bargaining unit shall not be assessed an initiation fee if they become members within sixty days from the date that they return to the bargaining unit.

All potential members who do not meet the above requirements shall be assessed at the sum of one year's dues at the pay grade of the individual when joining.

The National Executive Board shall have the authority to declare open seasons, not to exceed ninety (90) days at a time, no more often than once per year, per bargaining unit.

Any active member who resigns from the union or is automatically expelled because of non-payment of dues, in accordance with Article III, Section 7 of the National Constitution, shall not be allowed to rejoin the union without paying an initiation fee.

**Section E**  
*Communications*

**SRE-1 Media Policy following an Accident (5/91)**

Following an aviation accident, NATCA will make no public statements which could be construed as speculation as to the accident's cause. Any decision to divert from this policy shall be made only by the President or Executive Vice President.

The NATCA Facility Representative shall refer all media calls to the National Office and shall not make any statements to the press and/or public without first consulting the National Office. Concomitant with this policy shall be an aggressive effort on the part of the NATCA President and Executive Vice President to meet at the earliest opportunity with the individual NTSB Board members and establish a strong working relationship.

A decision shall be made by the President or Executive Vice President as to what, if any, NATCA media action is warranted at the NTSB formal hearing on the accident.

**SRE-2 NATCA BBS Policy (9/08, 10/14)**

The NATCA bulletin board system (BBS) is an online system aimed at a general membership audience. Its purpose is to exchange messages and information with other members.

Criticizing ideas and opinions is a normal process of debate and each member should expect to have ideas challenged. However, personal attacks such as denigration of another person's character or value do not serve the interests of the Union.

To post on the NATCA BBS, participants must agree to the following:

- a) Postings by NATCA BBS participants are recognized as the sentiments of the individual NATCA BBS participant and, unless expressly identified as such by an officer or other agent with authority for making the attribution, not those of NATCA.
- b) NATCA BBS participants may not post messages or other material which NATCA determines is discriminatory, offensive, obscene, libelous, threatening, harassing, or intimidating.
- c) NATCA BBS participants must respect another person or entity's copyrights, including but not limited to other web sites, media, etc. NATCA will not indemnify or hold harmless any BBS participant for copyright infringement.
- d) NATCA BBS participants may not forward or disseminate postings on the NATCA BBS unless they:
  - (1) are a Facility Representative disseminating information directly from a national officer or the national office to NATCA members within their Local;
  - (2) are a national committee member or NATCA employee disseminating information to other committee members, national officers, or NATCA employees if forwarding that post will promote the mission of the committee or department; or (3) receive approval from

the National Executive Board (NEB) or each author within a post. At no time may NATCA BBS participants remove the BBS disclaimer when forwarding any emails received via the BBS.

- e) NATCA, acting through the Information Technology Committee and BBS moderators, retains the right to remove any post which the organization determines to be discriminatory, offensive, obscene, libelous, threatening, harassing, intimidating, spam, or a violation of copyright protections.
- f) Failure to comply with any of the provisions outlined herein will lead to a warning by email and potential revocation of privileges.
- g) NATCA BBS participants warned for a second and third offense shall have their NATCA BBS privileges revoked for seven (7) and thirty (30) days respectively. A NATCA BBS participant's NATCA BBS privileges shall be permanently revoked upon the fourth violation of the NATCA BBS policy.

NATCA BBS participants may appeal any determination by a BBS moderator to remove a post to the Information Technology Committee which must render a determination within seven (7) days of the appeal. NATCA members may appeal any revocation of NATCA BBS privileges for thirty (30) days or more to the NEB through the member's Regional Vice President.

NATCA members whose NATCA BBS privileges were permanently revoked may, after one year, apply to the NEB for reinstatement to the NATCA BBS through the member's respective Regional Vice President. Posting to the NATCA BBS after March 1, 2007 constitutes your agreement to comply with all provisions contained herein.

### **SRE-3 Email Lists (9/04, 9/10)**

Faa.gov addresses will not be permitted on any NATCA members-only webboard or NATCA email list. Any organization or company requesting access to NATCA email addresses for mass mailing will require NEB approval and shall be coordinated and implemented through the Information Technology Committee.

### **SRE-4 Removal from NATCA Communications Vehicles (9/10)**

NATCA members who accept non-bargaining unit, supervisory or management positions may experience a conflict of interest between the union's goals and the FAA's goals. As a result, the following procedure is implemented for discontinuing access to the union's communications vehicles for members who accept non-unit, supervisory or management positions during the period between their acceptance of the position and their departure from the unit:

- a) Removed immediately: Listserv owner, GATS access, BBS account, Website administrator (local/regional/private member website, etc.), NATCA voice mail account, Unionware administrator.
- b) Removed at discretion of listserv owner: Listserv participant.
- c) Removed when status changes to terminated member: mGATS access, members-only website access, NATCA email address, member portal access, NATCA Insider recipient.

### **SRE-5 Video and Image Use (9/10)**

Any video or still image used in national meetings shall be, to the extent possible, of union companies or products, or at a minimum those of American companies or products.

### **SRE-6 Reinstatement to the BBS (3/12)**

When a person is reinstated with BBS privileges they are returned to their last warning level.

## **Section F Finance**

See also SRD-1, SRD-7, SRD-8 and SRD-10

### **SRF-1 Financial Bonding of NATCA Locals (9/02, 9/10)**

On an annual basis, NATCA National will pay the premium for a dishonesty bond of appropriate coverage for each NATCA Local with annual total receipts and/or total assets in excess of \$5,000. The dishonesty bonds shall cover NATCA Locals that annually handle up to \$50,000. NATCA Locals with treasuries in excess of \$50,000 must obtain a separate bond for any amount over \$50,000. The Executive Vice President will make the decision of whether a NATCA Local has annual total receipts and/or total assets in excess of \$5,000 by reviewing the financial report filed by each NATCA Local for the previous fiscal year. At least thirty (30) days prior to the effective date of the bonds, the Executive Vice President will disseminate a list of all NATCA Locals for which a dishonesty bond will be purchased.

### **SRF-2 Association Indebtedness (12/90)**

No further indebtedness of any kind shall be solicited or accepted by NATCA National. This proposal is not meant to inhibit or in any way curtail normal NATCA National Office management (e.g., office maintenance contracts, etc.)

Exigent circumstances requiring the negotiation of additional debt between NATCA and any entity shall require an emergency NATCA National Executive Board meeting and consequently require the approval of the NATCA National Executive Board.

### **SRF-3 Budget Expenditure Restrictions (11/97, 4/06)**

National Executive Board approval is required before any region, department or committee receives funding over its annual budgeted amount. Funds allocated may only be used to support the mission or purpose of the region, department or committee for which they have been allocated. No funds may be transferred from the budget of one region, department or committee to another without the approval of the National Executive Board.

### **SRF-4 Local Audits (4/06, 10/14)**

The financial records of every NATCA Local must be audited at least once every three years to ensure compliance with all Department of Labor, Internal Revenue Service, and NATCA financial provisions. Audit reports shall be issued to a Local's President and Treasurer and copied to the NATCA Executive Vice President and appropriate Regional Vice President within thirty (30) days of the completion of the audit. The President shall identify a person employed by NATCA to ensure full compliance with the proceeding provisions. The National Executive Board may withhold dues rebates for any Local failing to demonstrate remedy for any violation of Department of Labor, Internal Revenue Service or NATCA financial provisions within ninety (90) days of receiving the report identifying violation(s).

### **SRF-5 NATCA Lobby Week Funding (4/94)**

Sufficient funds shall be allocated, separate from the budget for the Legislative Department and Committee, for the purpose of an annual Lobby Week for National Legislative Committee members and NATCA activists, to ensure that NATCA's presence on Capitol Hill and grassroots political activity will be maintained.

**SRF-6 Establishment of Regional Offices (11/91, 4/00)**

Regional Vice Presidents are authorized to establish and maintain regional offices and to pay the reasonable expenses of setting up and operating such offices.

**SRF-7 Regional Office Leases (11/97, 4/00)**

Regional Vice Presidents may sign leases for office space whose terms extend past the expiration of their term of office only with prior approval of the National Executive Board.

**SRF-8 Standing Committee Financial Authority (4/94)**

Each national standing committee chairperson shall, subject to the discretion of the President, administer funds budgeted for their respective committees. Each standing committee chairperson shall be accountable solely to the Executive Vice President in the administration of these funds.

**SRF-9 F&E Purchases (11/98, 9/08)**

All national or regional F&E (furniture and equipment) purchases in excess of \$600 must be approved in advance by the Executive Vice President. Any budgeted entity cannot use their budgeted funds for furniture and equipment purchases without prior approval of the Executive Vice President.

**SRF-10 NATCA-Paid Per Diem (9/98)**

The National Executive Board shall approve or disapprove any NATCA National-paid per diem arrangements.

**SRF-11 Financial Oversight Reports (9/98)**

The National Executive Board shall receive copies of oversight reports prepared by the National Finance Committee, as well as the Executive Vice President's response to such reports.

**SRF-12 Reimbursement for Training/Meetings (9/04, 4/06, 9/08, 10/14)**

For any local receiving \$4,500 or less in annual dues rebates, transportation and lodging expenses required to attend NATCA training courses or regional meetings will be paid by the region or department hosting the event, in accordance with NATCA's expense reimbursement policy. All such expenses require pre-approval by the individual responsible for the budget before costs are incurred.

**SRF-13 Outstanding Cash Advances and Expenses (2/96, 9/08)**

All NATCA members, officers and employees shall provide a full accounting of all advances and expenses by the filing of vouchers and paid receipts within 30 days after the completion or cancellation of travel or incurrence of the expense.

If no such accounting is accomplished, the NATCA Comptroller shall send a certified letter to the individual involved stating the amount due and requesting the individual contact his/her office to make acceptable arrangements for repayment within 21 days; failure to do so will automatically result in referral to a collection agency to recoup the amount of the indebtedness. In the event that the collection agency is unsuccessful within 90 days, the individual shall be reported to the next NATCA National Convention for a determination by the convention body of an appropriate penalty to be imposed, up to and including expulsion from the union and referral to the Department of Labor for possible criminal prosecution.

Any action by the Convention to discipline a member under this provision is subject to the requirements of the Labor Management Reporting Disclosure Act (LMRDA).

**SRF-14 NATCA Education Reimbursement Fund (2/98, 4/00, 9/02)**

An education reimbursement fund, not to exceed \$50,000 per year, is established for the purpose of assisting active members in good standing to obtain a Bachelor of Labor Studies degree or any other educational course or certificate as deemed appropriate and approved by the National Executive Board from any NATCA-approved institution or program. Upon completion of the course or program, members may apply for a portion of the fund, not to exceed \$2,500 per calendar year.

This program shall be implemented under rules and regulations as established by the National Executive Board and may be modified or canceled at any time without prior notice. Members who terminate active membership in good standing within two years after receiving reimbursement from the Educational Reimbursement Fund must repay said reimbursement to the Union.

**SRF-15 Contingency Fund Usage (3/99)**

All transfers from the Contingency Fund must be approved by the National Executive Board.

**SRF-16 Contributions to Union Treasury (6/90, 9/08)**

Any member who desires to do so may, in a completely voluntary manner, be permitted to contribute to the treasury of this union for the purposes we as an organization have dedicated ourselves.

These contributions may be applied to any budgeted entity and there shall be no expectation of repayment expressed or implied. Such contributions by the member shall be received by the union and accepted as statements of support for the organization.

**SRF-17 Training or Meeting Cancellation Costs (1/93, 4/06)**

Any expenses incurred as a result of an individual's cancellation/ no-show at a NATCA training course or meeting that he/she is scheduled to attend on behalf of his/her local (except for legitimate circumstances, as determined by the National Executive Board) will be borne by the respective local.

**SRF-18 Repayment of NATCA Training/ Meeting/Function Costs (9/08)**

Any NATCA member who accepts or voluntarily commences a temporary or permanent non-bargaining unit position with the Federal Aviation Administration (i.e., an FAA supervisory or managerial position) within twelve (12) months of attending any NATCA-sponsored national or regional training session, meeting, or other function for which the costs of the member's attendance were paid and/or reimbursed by NATCA shall repay the full amount, as determined by NATCA, of all travel and other expenditures directly attributable to that member's attendance at the NATCA-sponsored event.

The twelve-month period shall commence as of the first day of the NATCA-sponsored training session, meeting, or other function. The obligation for repayment shall accrue as of the date of the member's acceptance or commencement, whichever occurs first, of a temporary or permanent non-bargaining unit position with FAA.

Members shall have sixty (60) days from the date on which the National Office sends notice, via overnight delivery service or certified mail, to the member's home address (as maintained in the NATCA membership database) of the specific amount(s) due as repayment to NATCA.

Members who fail to repay NATCA in accord with the provisions of this policy shall be referred to the NATCA General Counsel for any and all appropriate legal actions necessary by the

organization to recover the amounts due and all other appropriate relief, including, where applicable, the recovery of related attorney fees and legal costs.

By incurring expenses paid for and/or reimbursed by NATCA at any activity covered by this policy, NATCA members acknowledge and agree to comply with the provisions of this policy.

#### **SRF-19 Charitable Contributions (9/91)**

All charitable contributions from NATCA National must be approved in advance by the National Executive Board.

#### **SRF-20 Expense Voucher Timelines (4/06, 3/12)**

Vouchers for expenses should be submitted as soon possible after the expense is incurred. Requests for reimbursement submitted more than 180 days after the date of the expense are considered untimely expenses of the Association and will not be processed for payment. However, there may be occasions when requests for reimbursement cannot be made within the 180-day time frame. Any member seeking reimbursement beyond 180 days shall be allowed to make a written request to the National Executive Board for approval. All such requests shall be through the office of the Executive Vice President and must include written justification for the delay. Approval shall be on a case-by-case basis.

#### **SRF-21 Local Expense Vouchers (9/04, 3/12)**

All NATCA Locals shall use vouchers to account for their expenses. NATCA Locals with two or more officers are required to have dual signatures on checks.

#### **SRF-22 Internet for Smaller Locals (3/12)**

NATCA shall reimburse up to \$50 per month to Locals covered by SRF-12, for internet access. Wireless cards, hot spots, and internet in the facility are reimbursable, home service is not.

#### **SRF-23 Loans (10/14)**

Locals shall be prohibited from issuing loans.

### **Section G General**

#### **SRG-1 Union Logo (4/00, 9/02)**

No change may be made to the logo of the Association except by majority vote at the National Convention.

Modification of NATCA logo: Any NATCA local or member who wishes to use the NATCA logo or the name in another font or format must receive prior National Office approval.

#### **SRG-2 Use of NATCA Logo (9/02, 9/08, 9/10)**

All items bearing the NATCA name or logo shall be union made or, at a minimum, American made.

NATCA, through the Executive Vice President, shall preserve and enforce the proper use of the NATCA identities, which consist of the organization's full name (National Air Traffic Controllers Association), acronym (NATCA) and logo (hereafter collectively known as the "NATCA identities"), by executing a written Agreement, as developed by the National Executive Board, with any vendor which desires to place the NATCA identities on merchandise and materials to be sold or distributed by the vendor.

At a minimum, a written Agreement must preserve and enforce the proper use of the NATCA identities by incorporating the following terms: Reserve NATCA's right to withdraw vendor's license should vendor use the NATCA identities in an inappropriate manner as determined by the NATCA National Executive Board; Receive the vendor's commitment to use the NATCA Identities in accordance with the NATCA National Constitution, Policies, and Standing Rules, as amended; Receive

vendor's acknowledgement of NATCA's exclusive right, title and ownership of the NATCA identities; Receive vendor's agreement to refrain from using the NATCA identities in any manner that would impair or tend to impair any part of NATCA's right, title and interest; and Prohibit the rights granted to vendor from being assigned to others without NATCA's prior express written consent.

NATCA shall charge vendors desiring to use the NATCA identities in connection with for-profit sales of merchandise and materials bearing the NATCA identities an annual licensing fee:

- a) \$100 for first time applicants; and
- b) \$250 for renewal applicants.

#### **SRG-3 Use of Union Hotels (9/04)**

When using hotel services, NATCA should make a concerted effort to hold meetings and stay at Union hotels when such hotels are available in the immediate area.

#### **SRG-4 NATCA Charitable Foundation (9/08, 9/10)**

The NATCA Charitable Foundation is recognized as NATCA's official charity. NATCA encourages all NATCA locals to support the NATCA Charitable Foundation. The National Executive Board shall grant a minimum \$10,000 to the NATCA Charitable Foundation each calendar year and also reimburse active or retired NATCA members and/or NCF volunteers not employed by the FAA for travel associated with NCF activities at NATCA events up to \$2,000 annually. The NATCA National Executive Board may increase the latter amount when it deems it appropriate.

#### **SRG-5 FAA's Performance Management Program (9/08, 9/10)**

In cases where the Employer has imposed work rules on NATCA bargaining unit members, it is NATCA's policy that members should refrain from participating in any management self assessment program or other similar programs identified by the National Executive Board.

#### **SRG-6 Honoraria (4/00)**

Any resolutions recognizing individual or group service to NATCA passed by the convention delegates shall be placed in NATCA's Policy and Position Statements in a section titled "Honoraria" until the next biennial convention; after the succeeding convention, the resolution(s) shall be removed from the bylaws and the individual(s) name shall be placed on a plaque to be displayed in the National Office recognizing their service.

#### **SRG-7 NATCA Outstanding Achievement Award (9/08)**

The NATCA Outstanding Achievement Award (also known as the "NATTY") shall be known hereafter as the "Tim Haines Memorial Award of Honor and Distinction".

#### **SRG-8 NATCA Endorsement Policy (9/10)**

##### **Endorsement Criteria**

NATCA publicly endorses candidates for public office only in the following circumstances:

- a) Candidates for the office of the President of the United States.
- b) Individual with records of extraordinary support for NATCA's positions on legislative and policy issues within Congress or relevant federal agencies.
- c) Individuals who have performed extraordinary service on behalf of NATCA and its members.

##### **Endorsement Process**

The following process shall be followed when a NATCA endorsement has been requested:

- a) With the exception of the office of the President of the United States, candidates seeking a NATCA public endorsement shall submit such request in writing to the NATCA legislative chair in their particular state. Such requests shall be immediately forwarded to the NATCA National Legislative Committee with comments and recommendations on the request.
- b) In considering each endorsement request, the National Legislative Committee shall seek comments and input from the NATCA Government Affairs Department and any political or legislative consultants retained by NATCA.
- c) A vote of the entire National Legislative Committee shall be taken for each endorsement. This vote may be taken in a physical meeting of the National Legislative Committee, on a teleconference, or via written or electronic roll call between meetings.
- d) Any endorsement request that receives four or more National Legislative Committee votes in favor of endorsement shall be forwarded to the National Executive Board for an endorsement vote.
- e) A NATCA public endorsement of the requesting candidates shall be made after a vote in which eight or more National Executive Board members vote in the affirmative. This vote may be taken in a physical meeting of the National Executive Board, on a teleconference, or via written or electronic roll call between meetings.

**SRG-9 Deleted (3/12)**

**Section H**

*Committees, Boards, Liaisons & Representatives*

**SRH-1 NATCA National Representatives (9/08, 9/10)**

NATCA National Representatives recognized by collective bargaining agreements or interim memoranda of understanding shall be elected by secret ballot election by the respective bargaining unit to two-year terms. Such terms shall commence on September 1 of even-numbered years. National Representatives are not considered "elected officers" of the Union for the purposes of impeachment as described in Article XII. These representatives may be recalled by the President, with the consent of the National Executive Board.

**SRH-2 Selection of Liaisons, Technical Representatives and Workgroup Members (9/98; 9/02)**

All appointments to and extensions of liaisons, technical representatives and workgroup members require the approval of the National Executive Board.

Liaison/Technical Representative/Work Group Member Selection Process: The President shall provide the National Executive Board notice of the end of the term of a liaison, technical representative or work group member.

The President shall provide the National Executive Board the qualifications necessary to fill the anticipated vacancy. The National Executive Board will submit the names of members they recommend to fill the vacancy. The President will present the selected name to the National Executive Board for confirmation prior to the date of anticipated vacancy. (Note: The President can obtain information from any source he/she deems appropriate prior to making a selection for a position, i.e.; Director of Safety and Technology, National Safety Chair, Director of Labor Relations, etc.)

Term Length for National Liaisons and Full-Time Technical Representatives: National liaisons and full-time technical

representatives will be asked to serve a term of two years, unless extensions are approved by a  $\frac{3}{4}$  majority vote of the National Executive Board. No national liaison or full-time technical representative will be allowed to transfer from one position to another.

Term Lengths for Work Group Members and Part-Time Technical Representatives: Technical representatives and part-time work group members will be asked to serve until such time as the respective project/team/work group they serve on has completed its work.

Any national liaison/technical representative/work group member who is unable or unwilling to complete his/her term will be asked to provide at least a 120 day notification to the President of his/her intentions. The National President may remove an appointed liaison/technical representative for such cause as will promote the efficiency of our Union. In these cases, a majority vote of the NEB is necessary to confirm the removal and a replacement will be found as soon as possible. Liaisons and full-time technical representatives will provide regular written updates for each National Executive Board meeting.

**SRH-3 Information Technology Committee (2/99, 9/08)**

The mission of the Information Technology (IT) Committee is to provide quality information technology services and to offer assistance and leadership in IT matters for the organization. The Information Technology Committee is empowered to develop, implement and administer the IT environment with direction from the National Executive Board.

The Information Technology Committee will consist of two Regional Vice Presidents (as determined by the National Executive Board), two representatives of the National Office staff, and at least five NATCA members (selected by the National Executive Board after soliciting based on recommendations from the Information Technology Committee).

**SRH-4 NTSB Representative/Contract Committee Member Selection Policy (11/88, 4/00)**

The professional competence (knowledge of subject matter, interpersonal and work group skills) of the member serving on a committee is the primary prerequisite for his/her selection.

Balance in selection, as it relates to region and option will be pursued but is subordinate to professional competence. Review of past practice in selection activities shall be accomplished no more frequently than once every year to determine if there is a trend towards an imbalance. This will permit the large number of committees and work groups to be considered as a whole. While serving on a National Committee, the member will convey and represent the national interests of the Union, unless specifically authorized otherwise by the National Office.

It is the policy of NATCA to provide exposure to committee activities for the purpose of developing the skills of its members whenever possible. The use of "internships" or observers at committee proceedings are options to be considered.

NATCA's EEO policy will be used as it relates to non-discriminatory committee selections. Further, it will encourage participation of all groups on committees through active solicitation of members. Committee openings will be made known in the most open manner that time permits.

Position selections will be made as follows: Contract Committee nominations will be made by the Regional Vice Presidents with final selection made by the President; NTSB selections will be made by the Regional Vice Presidents, subject to the approval of the President.

The President has discretionary power to remove a committee member for cause or to protect the interest of the Union. The National Executive Board shall be informed of any such removals.

Potential of committee activity adversely affecting existing Union responsibility would be a basis for non-selection. Actual detrimental impact on pre-existing responsibilities would be cause for replacement.

**SRH-5 OWCP Committee (4/00)**

A national Office of Workers Compensation Committee is established and funded by the National Executive Board to establish a network of specialized representatives. The committee shall be comprised of one active member in good standing from each region and shall be chaired by the member appointed by the National Executive Board as the National OWCP Representative.

**SRH-6 Deleted (3/12)**

**SRH-7 NATCA Historical Committee (9/08, 9/10)**

The NATCA Historical Committee is established to document the official history of the National Air Traffic Controllers Association. The National Executive Board shall determine and provide the necessary funds and support to the committee so that they may complete their tasks as set forth within the committee charter or as directed by the National Executive Board, which shall include but not limited to documenting history at national, regional and local levels. The committee shall be comprised of at least one RNAV member, one active member in good standing from Region X, and one active member in good standing of the Air Traffic bargaining unit.

**SRH-8 OSHA Representation (10/97, 4/00, 3/12)**

In the event of environmental problems or concerns, NATCA locals are directed to contact their NATCA OSHA Representative, in conjunction with their Regional Vice President prior to any consultation with outside environmental contractors. Only the NATCA National Executive Board has the authority to authorize and engage the services of any outside environmental contractor or specialist paid for out of NATCA National funds.

**SRH-9 IFATCA & Meeting Reports (4/00, 4/97)**

NATCA will pay for travel expenses for any member who serves as a standing committee member or elected official of IFATCA. NATCA will compensate up to five days of LWOP per calendar year to attend meetings in an official capacity (unless otherwise approved by the National executive Board)

Any member who serves as a standing committee member, chairman, or elected official of IFATCA shall submit a written report to the NEB outlining proposals, decisions, or potential issues within the scope of their particular positions. These reports will be submitted with receipts for travel or requests for reimbursement for LWOP.

Reports will be prepared whenever a NATCA representative attends an IFATCA meeting, and will publish within 30 days of the close of the event.

**SRH-10 Committee Meetings (9/08)**

All Committee Chairs shall provide justification to and receive approval from the Executive Vice President prior to scheduling any committee meeting outside of the NATCA National Office.

**SRH-11 Deleted (10/14)**

**SRH-12 Technical Representative Selection Policy (9/10)**

To be eligible to serve as a NATCA bargaining unit representative on technological or procedural programs or projects, NATCA members may not have voluntarily participated as a subject matter expert on employer-initiated programs during an

imposition of work and/or pay rules for their respective bargaining units, unless the member can demonstrate he/she was specifically ordered under the threat of discipline to participate on said program or project. In each instance, this provision shall apply from the imposition of work and/or pay rules until 18 months after the bargaining unit receives or restores its collective bargaining agreement. Any dispute concerning the applicability of this provision shall be raised to the NATCA National Executive Board for review and, if appropriate, action.

**SRH-13 Removal of Committee Members (9/10)**

The National Executive Board may remove a committee member and/or chair for cause or to protect the interests of the Union.

**SRH-14 Collective Bargaining Agreement Unit Representatives (10/14)**

Unless otherwise provided for in the National Constitution, Standing Rules, or Policy & Position Statements, any appointment to serve in a representative position as recognized by Collective Bargaining Agreements shall require the approval of the National Executive Board. The National President may remove a representative for cause or to protect the interest of the Union. In such case, a majority vote of the NEB is necessary to confirm the removal and a replacement will be found as soon as possible.

**Section I**

*Internal Business*

**SRI-1 Alternate Regional Vice Presidents - Official Time Allocation (6/98, 9/10)**

Any office time allotments contained in the Collective Bargaining Agreements for Alternate Regional Vice Presidents shall be proportioned by the National Executive Board.

The allocation of official time for Regional Alternate Vice Presidents for the duration of the 2009 ATC contract is as follows: 40 hours per pay period for the Eastern, Great Lakes and Southern Regions; 24 hours per pay period for the Northwest Mountain, Southwest and Western Pacific Regions; 16 hours per pay period for the Alaskan, Central and New England Regions.

**SRI-2 Contractual Authority (4/94)**

No individual shall have the authority to enter into financial agreements which are binding upon the National Union without the express written approval of the President.

**SRI-3 Deleted (9/10)**

**SRI-4 Deleted (3/12)**

**SRI-5 NEB Meeting Attendance by Members (12/90)**

A period of not less than one hour will be reserved within the agenda of National Executive Board meetings, during which time any member in good standing may address the Board. Such members may address the Board on any topic in order to give an opinion and/or solicit information. Such members will be limited to five minutes, unless time is extended by the Chairman.

If more than twelve members wish to speak, the Chair may, at his/her option, allow additional time, allocate specific time to certain topics of common interest, or devise another equitable method to accommodate the members. Scheduling of the member forum period will be as close to mid-day as practicable so as to allow for round-trip travel.

Any members desiring to address the National Executive Board shall inform the National Office at least 24 hours prior to the start of the meeting. At the time notice is given to the National

Office, a number indicating the sequence in which the member is to speak will be provided. The topic of the address may be requested if the number of those requesting to speak exceeds 12.

Members are expected to promptly notify the National Office if they cannot attend as requested. Members are entitled, as per Article VI Section 1. of the NATCA Constitution, "...to freely speak on any issue affecting the Association". However, any grievance concerning the actions of the Association or its officers shall be processed in accordance with Article XIII, Internal Grievances.

This does not in any way inhibit a member from using this forum for soliciting information to determine if an internal grievance is or is not warranted.

#### **SRI-6 Minutes of Meetings (6/90, 4/06)**

The National Executive Board and all standing committees shall publish minutes, including a record of how each member of the Committee or Board voted (in other than unanimous decisions). A copy of the published minutes and voting record shall be sent to all facility representatives within two weeks following the close of the meeting. Additionally, these minutes shall be posted in an electronic format to allow members-only access via the internet.

#### **SRI-7 Legal Defense Fund (9/08)**

A legal fund shall be established for the purpose of collection of money and distribution of proceeds such that NATCA members, for whom NATCA is not directly responsible for their defense, may defend themselves from legal action. The fund shall be administered by NATCA's Executive Board (NEB).

#### **SRI-8 Distribution of Agreements (9/10)**

All negotiated term agreements sent to the affected membership for ratification shall include all elements of the agreement including those that may not be subject to ratification. This would include but not be limited to all contract articles, provisions, memoranda of understanding, memoranda of agreement, side bar agreements and/or pay provisions whether they are agreed to by the parties, a result of an impasse procedure or the outcome of binding arbitration.

#### **SRI-9 Official Management Development Programs (3/12)**

In the event any bargaining unit member applies for or is selected for an official management development program (i.e. ATLDP, PEL, etc.), he/she shall immediately vacate any presently held elected/appointed Union position. He/she shall not be eligible to run for or hold office, or be appointed to any position within the Union for a period of twelve (12) months after their application or completion/termination of an above-mentioned program whichever occurs later.

#### **SRI-10 Policy on Hotel Points (3/12)**

The NATCA Charitable Foundation shall be the sole designated recipient of all hotel event planner points awarded to the meeting planners of NATCA events. These events shall include, but not be limited to, the following: conventions, National Executive Board meetings, regional and committee meetings, contract negotiations, and training classes. It is the responsibility of the primary meeting planner for each NATCA event to ensure that all such points are awarded to the NATCA Charitable Foundation based on the following award program account numbers: Hilton Honors Member Number XXXXXX027; Hyatt Gold Passport Number XXXXXX865H; and Starwood Preferred Guest Number XXXXXX194. For any other hotel not listed, the NATCA Executive Vice President must be contacted for further instructions prior to booking the event.

#### **SRI-11 Document Retention Policy (10/14)**

NATCA will maintain a policy for the retention of organizational documents which are (1) necessary to the current conduct of Union business; (2) required to be retained by applicable statute or regulation; (3) relevant to pending or foreseeable investigations or litigation; or (4) of historical value to the Union. This policy shall be maintained under rules and regulations as promulgated by the National Executive Board.

#### **SRI-12 NATCA Internship Program (10/14)**

NATCA believes that it has a responsibility to mentor students who are personally and professionally interested in aviation and the labor movement. To this end, NATCA will develop and maintain a program to provide interns with a hands-on experience in the aviation industry and working for a labor organization that represents aviation-related professionals. Through the Program, NATCA endeavors to offer each intern with the opportunity to: experience the day-to-day business operations of a labor organization; experience and participate in a dynamic work environment; understand the responsibilities of being part of a team; understand the demands and interactions in a member-focused organization; contribute to the research and development of ongoing projects; and participate in various outreach programs and special events. The NATCA Internship Program will be administered under rules and regulations as promulgated by the National Executive Board.

### **Section J**

#### ***Pay, Salaries & Compensation***

#### **SRJ-1 Reclass Breakpoints (9/99)**

Breakpoints cannot be changed without a ¾ majority vote of the National Executive Board.

#### **SRJ-2 Reclassification/Pay Issues (1/99)**

No further decisions will be made concerning reclassification or pay associated thereof without the approval of the National Executive Board.

#### **SRJ-3 Pay Reform Circumvention (9/98)**

No NATCA members, without the approval of the National Executive Board, shall attempt through negotiations or lobbying to circumvent the pay reform system.

### **Section K**

#### ***Contracting Out***

#### **SRK-1 Charters from Level 1 Facilities (9/96)**

The charters from every Level I facility shall be recovered (or reproduced) by the National Office as that facility is lost to NATCA due to the Federal Contract Tower Program. These Charters shall be permanently displayed on the walls of the NATCA National Office.

### **Section L**

#### ***Labor Relations***

#### **SRL-1 Arbitration Policy (12/89, 4/00, 10/14)**

When a Regional Vice President or his/her designee decides to pursue arbitration of a grievance, he/she will ensure the completed grievance file has been properly uploaded into the NATCA Grievance Tracking System (GATS) and elevated to the arbitration level no later than fourteen (14) days after the receipt of management's step 2 response, or as appropriate. The grievance file should include, at a minimum, a copy of the grievance, management responses (if any), copy of any local MOU(s) relied upon, copies of any laws, Agency Orders, rules, or regulations

violated, SF-50s, pay records, witness statements and all other evidence. In addition, accompanying the grievance file, the Regional Vice President or his/her designee will upload a grievance evaluation, which will include the facts of the case, a summary of the evidence, strengths and weaknesses of the grievance, and a recommendation for moving forward.

Upon receipt of the arbitration request and case file, the Director of Labor Relations may conduct a follow-up with the Regional Vice President or his/her designee to discuss the strengths and weaknesses of the case. The Director of Labor Relations may then direct an analysis of the case by the National Office Labor Relations Staff.

Grievances requested for arbitration will be reviewed by the NATCA Labor Relations Strategy Group. The Labor Relations Strategy Group's review of grievances will include all documentation received through the respective region, as well as the analysis prepared by the National Labor Relations Staff. The Labor Relations Strategy Group will make recommendations for or against arbitration and may also recommend other strategies for resolving the grievance. The Labor Relations Strategy Group will recommend arbitration advocate(s) to present the grievance in arbitration hearing.

NATCA's Director of Labor Relations will present the Labor Relations Strategy Group's grievance recommendations to the NATCA President for final determination. The final determination will take into consideration factors such as the chances for success based on the merits of the case and the risk or desirability of a precedent-setting decision having an effect on NATCA membership nationwide.

If it is determined that a grievance will not proceed to arbitration, the Director of Labor Relations will communicate this decision to the Regional Vice President and the Labor Relations Strategy Group.

If the request for arbitration is denied, the Regional Vice President may appeal such decision to the National Executive Board. The decision may be overturned by a three-quarters (3/4) vote of the National Executive Board. If the Regional Vice President decides to invoke an appeal to the National Executive Board, arbitration will be requested to protect timelines and the vote taken at the earliest possible time. The Regional Vice President is responsible for communicating the final decision to the grievant and to the Facility Representative where the initial grievance arose.

Once the final determination is made to pursue arbitration, arbitration advocate(s) will be assigned to present the grievance in arbitration hearing. The assigned advocate and second seat, if assigned, will work as a team on all aspects of case preparation, including strategy, witness preparation, case presentation, development of an opening statement and post hearing briefs. The selection of an arbitrator will be conducted by the assigned arbitration advocates from the Regional or National panels, as appropriate.

**Selection of Arbitrators.** The Labor Relations Strategy Group will recommend arbitrators for Regional and National panels. The National Office shall retain the right and responsibility to select and remove arbitrators pursuant to the Collective Bargaining Agreements.

**Settlements.** The decision to accept a settlement rests with the arbitration advocate(s) in consultation with the Director of Labor Relations.

**Final Determination.** When a case is settled or an arbitration decision issued, the arbitration advocates(s) will immediately notify the Director of Labor Relations and the Regional Vice President. The Regional Vice President should then notify the grievant of the resolution as soon as possible. Every effort should be made to ensure that the grievant learns of the result from NATCA and not management officials.

## **SRL-2 Use of Outside Counsel (3/90, 4/00, 9/02)**

**Grievance Handling and Processing.** This process can and should be handled almost exclusively in the field by Facility Representatives, with advice and assistance available from the Regional Vice President. Should assistance not be available from the Regional Vice President, the party seeking assistance should contact the National Office's Labor Relations Department.

It is imperative that Facility Representatives and members keep their Regional Vice Presidents aware of issues requiring assistance, and that the Regional Vice Presidents are contacted first before contacting the National Office, as much as practical.

**Use of Outside Counsel.** The general rule is that outside counsel shall not be utilized except in extraordinary circumstances such as where the courts require "local" counsel or immediate injunctive relief is required. In those circumstances, the Facility/Regional Vice President shall request in advance the approval of the National Office's Legal Department and the President or Executive Vice President.

The Representative should be prepared to justify the need for and benefit of utilizing of labor relations outside counsel. Where an attorney is available and upon such a request, the General Counsel shall contact the proposed attorney or other competent attorney versed in the appropriate field of law, check and verify his/her credentials, and negotiate the appropriate rate of charge or retainer fee. Thereafter, all legal bills from such outside counsel will be sent directly to the General Counsel's office for review before submission for payment.

Outside counsel shall be answerable to the General Counsel, who shall monitor the expenditures and performance of outside counsel in handling NATCA's legal business. The General Counsel shall review all documents prepared in the course of pursuing NATCA's legal business and statements for services rendered, which must be submitted in detail by outside counsel before payment can be authorized. The General Counsel retains the right to dismiss outside counsel who may be deemed to be ineffective or wasteful of NATCA's resources or have a deleterious effect on the Union.

**Use of Outside Counsel for Arbitration.** While it is anticipated that the majority of arbitration cases shall be handled by Regional Vice Presidents or the Director of Labor Relations, all arbitrations where legal counsel are involved on behalf of NATCA shall be undertaken by the General Counsel or Executive Counsel from NATCA's National Office. The reason for this is to ensure quality, conserve resources, and to process all arbitration cases on a consistent, uniform basis that ensures continuity on a nationwide level.

Under no circumstances will the arbitration process be turned over to members or non-members with their own personal legal counsel, regardless of whether or not the grievant is willing to pay the fees for such counsel. To agree to such an arrangement would be tantamount to NATCA "sub-contracting" its exclusive bargaining agent (or representative) status and would create a serious risk of adverse national precedents.

## **SRL-3 Arbitration Appeals (2/91, 4/00)**

In the event an arbitrator's decision is deemed by a Regional Vice President to be unfavorable/detrimental to the best interests of the organization, the following procedures shall be followed before proceeding to appeal.

The National Executive Board member requesting review for appeal shall forward copies of the decision being questioned to the entire NEB.

After ensuring that each NEB member has reviewed the material, the individual requesting appeal shall inform the National President who, in turn, shall schedule an emergency meeting of the NEB (via teleconference if necessary) at which time discussion may ensue and a vote will be taken to determine whether or not an appeal will be filed.

This process will be completed in no more than ten days, to allow for the timely processing of any such appeal. The determination of the NEB shall be final and, in cases where appeal is denied, no further processing of the case under review shall be attempted.

All costs associated with any such appeal shall be applied against the budget approved by the NEB for Labor Relations Department.

**SRL-4 Grievance Tracking Program (GATS)**  
**(9/08, 9/10)**

The National Executive Board shall determine the Union's grievance tracking program. Use of this program is mandatory for NATCA Facility Representatives, NATCA Labor Relations staff and advocates.

**SRL-5 Deleted (10/14)**

**SRL-6 Allocation of Arbitration Expenses**  
**(12/90)**

Any and all expenses associated with all arbitrations, regardless of whether they are national, regional, or local matters, shall come out of the National Labor Relations budget.

**Section M**

***Membership & Organizing***

**SRM-1 Membership Recruiting Incentive**  
**Programs (2/98)**

All future national membership recruiting incentive programs must be approved by the National Executive Board.

**SRM-2 Charter Membership (88)**

Charter membership is extended to the anniversary date of NATCA, June 19, 1988.

**SRM-3 Corporate Membership (3/90)**

All corporate membership applications must be received by the National Office Membership Department for initial handling. Any applications for corporate membership received elsewhere should be forwarded to the National Office for processing. Upon receipt by the Membership Department, a letter to the corporation desiring membership will be sent acknowledging the application and stating that the application is being scheduled for review by the National Executive Board (NEB).

No further action should be taken until the meeting and decision of the NEB.

Applications for corporate membership shall be submitted to the NEB for review at the next regularly scheduled meeting for disposition. The NEB will determine if any conflict of interest and/or detrimental effect could result from acceptance of such application.

After completion of discussion by the NEB, a vote shall be taken to accept or reject the application for membership. In order for an application to be accepted, a 2/3 majority of those NEB members present must vote in favor of approving corporate membership.

After the final vote on the application for corporate membership, the Membership Department shall take prompt action to advise the corporation of the results and to process those applications accepted. Those applications rejected shall be returned to the corporation, along with any dues tendered, accompanied by a letter stating the reasons why corporate member status could not be given. All actions under this section must be completed within two (2) weeks of the vote by the NEB.

**SRM-4 Associate Member Recruiting (6/98,**  
**10/14)**

Associate membership campaigns will be limited to FAA, DOD, and private sector employees ineligible to be in the NATCA bargaining unit and/or individuals and family members interested in aviation.

**SRM-5 Retired NATCA Active Volunteers (9/02,**  
**9/08)**

Any retired NATCA member may elect to join the Retired NATCA Active Volunteers (RNAV). Fifty percent (50%) of the dues collected from RNAV members will be rebated to the RNAV Auxiliary. The RNAV Auxiliary may elect to establish local dues that will be retained by the RNAV Auxiliary. The national president shall appoint an individual to administer the affairs of the RNAV Auxiliary. Members of the RNAV Auxiliary shall have all the rights and privileges of active members, except the right to vote and hold office.

**SRM-6 Limitation on Retired Membership (10/14)**

Pursuant to Article III of the NATCA National Constitution, any retired member, or individual eligible for retired membership, who accepts a supervisor/management position for an employer where NATCA represents bargaining unit employees shall immediately be ineligible to hold a retired membership status and shall only be eligible for an associate membership.

**SRM-7 Layoffs in Federal Contract Towers**  
**(10/14)**

If, as a result of a closure, a member is laid off, he/she shall be considered to be an active member of the Association for as long as he/she remains in a layoff status. Layoff status shall be considered to have ceased upon a duly executed recall by the Employer, or upon the expiration of any recall provisions as negotiated between the Employer and NATCA. A determination of good standing shall be in accordance with Article III, Section 3 of the NATCA Constitution.

**Section N**

***NATCA Employees***

**SRN-1 National Officer Salaries (9/96, 4/00, 9/04,**  
**3/12)**

The NATCA National President shall be compensated with an annual base salary of \$250,000; the National Executive Vice President shall be compensated with an annual base salary of \$240,000.

**SRN-2 Transition Period (8/91)**

A 30-day transitional period is created, whereby replacing and replaced national officers will work in tandem. This 30-day period shall commence immediately from the new officers' first day in office, and shall expire 30 calendar days thereafter.

**SRN-3 Federal Retirement Funding - National**  
**Officers (9/96)**

As of September 1, 1997, NATCA shall fund only the employer's share of the federal retirement program for the President and Executive Vice President.

**SRN-4 Health Insurance Premiums (9/08)**

NATCA will pay the government share of monthly federal health insurance premiums for its President and Executive Vice President so as to ensure that they will continue to have health insurance for their families when they retire from federal service.

**SRN-5 Paid Moves for National Officers (2/91)**

It is NATCA's policy to pay for moves of the NATCA President and Vice President only. NATCA will pay for all legitimate costs (excluding real estate losses) associated with the President's and Vice President's moving expenses, as in accordance with the current Department of Transportation travel manual (excluding the relocation program).

In the event this policy conflicts with specific expenses covered in the DOT travel manual, the provisions of this policy shall prevail. NATCA will only pay for the move from the new President's or new Vice President's place of residence at the time the election results are announced. In the event that there is a new President or new Vice President, NATCA will pay for all legitimate moving expenses, consistent with the above paragraph, for the outgoing President or outgoing Vice President, or both.

NATCA will pay to move the outgoing President or the outgoing Vice President to their former place of residence or a distance equal from the National Office to his/her formal residence if the outgoing President or outgoing Vice President decide to relocate to an area different than their former place of residence.

The payment of legitimate associated moving expenses shall be authorized from the budget of the fiscal year immediately following the election year. All completed vouchers shall be submitted to the NEB for final scrutiny prior to payment. Any alleged excess in any voucher area shall be voted on individually by the NEB.

**SRN-6 Regional Vice President Differential (4/94, 4/00, 3/12)**

NATCA's Regional Vice Presidents shall receive a monthly differential allowance in the amount of \$2,000.

**SRN-7 Authority to Hire/Fire Employees (8/97)**

NATCA's President must receive majority approval of the NEB prior to the hiring or removal of any NATCA employee from his or her employment status with NATCA.

**SRN-8 Use of Consultants/Contractors (4/94)**

Individuals not considered day-to-day employees of the Association are defined as external (independent) consultants or contractors, and shall be required to render services pursuant to a written (contractual) agreement. Any individual or company so defined (excluding normal and occasional vendor services) shall be under such written (contractual) agreement signed by the NATCA National President and the contracting party.

**SRN-9 Nepotism (2/98, 4/06)**

NATCA may consider relatives of employees or officers for employment if the applicant meets the requirements of the position for which he/she is applying.

However, relatives will not be considered for a position, which would require one to direct, review, or process the work of the other. In the case of the marriage of one employee to another, both may retain their positions if they do not have:

- a) the same supervisor;
- b) a supervisor/subordinate relationship; or
- c) a job which has influence over the other's employment or status.

**SRN-10 Retirement Contributions (7/96)**

NATCA will continue to make employer contributions for individuals in its employ who participate in the CSRS retirement program & will make employer contributions for individuals in its employ who participate in the FERS retirement program as if that authority were the individual's employing Federal Agency under the provisions of 5 USC 8432(c) or other appropriate law.

**SRN-11 Compliance with Title V & 19 C.F.R (7/92)**

NATCA shall provide relief to FAA LWOP personnel employed by the union in regards to the adverse impact of maintaining their federal health insurance at high cost until federal health open season allows these NATCA employees to reduce the cost of such services.

**SRN-12 Annual Leave Carryover (9/02)**

Elected officials and NATCA employees may carry over no more than 240 hours of annual leave per year without prior approval of the National Executive Board.

**SRN-13 Sick/Annual Leave Cash-out (9/02)**

Elected officials and NATCA employees cannot cash-out sick or annual leave prior to termination of employment without prior approval of the National Executive Board.

## National Air Traffic Controllers Association *Policy & Position Statements*

- A General
- B Member Benefits & Retirement
- C Contracting
- D Legislative
- E Membership & Organizing
- F Working Conditions, Hiring & Staffing
- G Safety, Technology & Equipment
- H Honoraria

### Section A *General*

#### PSA-1 Deleted (9/10)

#### PSA-2 AFL-CIO Boycott (4/06)

NATCA endorses the economic boycott of those companies listed on AFL-CIO boycott list. NATCA will distribute the AFL-CIO boycott list to all NATCA locals and regional offices.

#### PSA-3 Employee's Right to Choose (9/08, 9/10, 10/14)

The National Air Traffic Controllers Association supports public policy and legislative efforts to ensure, protect and preserve American workers' fundamental rights to choose for themselves whether or not to form a union free from coercion and intimidation. The National Air Traffic Controllers Association, through whatever means the National Executive Board deems appropriate, supports the AFL-CIO's effort to enact legislation in support of this position.

#### PSA-4 Environmental Policy (9/10)

NATCA shall seek to advance environmental stewardship and sustainability in its daily operations, offices, and building(s). NATCA will aspire to go beyond compliance with all relevant environmental laws and regulations by integrating values of sustainability, stewardship, and resource conservation into its operations and office and building activities; engaging in pollution prevention activities and developing and promoting practices that maximize beneficial effects and minimize harmful effects of operations and activities on the surrounding environment; assessing environmental impacts associated with its operations and activities; incorporating green building and design methods; considering the needs of future of generations with the goal of maximizing the efficiencies of its operations and services while minimizing the organization's wastes and footprint.

#### PSA-5 Alternative Funding Stream (10/14)

The National Air Traffic Controllers Association supports the exploration of the following concepts:

- a) Creating a sustainable financial future. It is critical to establish a funding system that provides dedicated and sufficient revenues to pay for obligations.
- b) Separating the operations and support functions from the regulatory functions of the Federal Aviation Administration (FAA). Potential areas of exploration could include the creation of two separate government agencies or the formation of a quasi-governmental corporation.
- c) Reforming existing statutes, regulations, and policies.

- d) Reviewing the current mix of Airport and Airway Trust Fund taxes and fees and considering alternative sources that provide sufficient funding for services such as air traffic control and aircraft certification.

Ensuring the safety of the National Airspace System should be in the forefront of any initiatives to reform FAA funding streams and governance. Any support by NATCA must ensure the following:

- a) NATCA, as a stakeholder, must be included throughout the process, from inception to implementation. Further, any effort must be supported by NATCA's National Executive Board.
- b) Retention of Union recognition, representational status, and continuation of collective bargaining rights. This is achieved through the retention of 5 United States Code Chapter 71, however other similar legal frameworks may be considered.
- c) Protection of membership pay and benefits including, but not limited to, retirement and health care.
- d) NATCA must be included as a voting member of any governing board or body.

### Section B *Member Benefits & Retirement*

#### PSB-1 Benefits for Dues Paying Members (4/06)

It is a priority for NATCA to provide meaningful members-only benefits.

#### PSB-2 Deleted (10/14)

### Section C *Contracting*

#### PSC-1 Facility Consolidations (1/00, 9/10)

Protecting and ensuring the safety and efficiency of the National Airspace System should be in the forefront of any realignment of air traffic control facilities or services (including regional offices).

Each facility and sector of airspace is unique. Therefore, the only way to determine if the realignment of an air traffic control facility or services is necessary and appropriate is through the development of a comprehensive plan for each proposed alignment which meets the following criteria:

- a) Controllers, pilots, engineers, users, airport directors and all stakeholders are included throughout the process, from inception to implementation.
- b) The benefits of realignment are clearly defined before the inception of any plan and are agreed to by all stakeholders.
- c) Improving safety, efficiency and services is the driving force for realignment.
- d) Cost never trumps safety, efficiency or the quality and level of services provided to users.
- e) The lives of employees and their families are a major consideration throughout the process.
- f) A long-term plan for existing and future facilities in the region must be included and adequately considered during realignment.

NATCA supports realignments and advances to the National Airspace System only where the above criteria are met and if it can

be done without compromising safety, efficiency or reducing services.

**PSC-2 Contracting Facilities (4/06, 10/14)**

The National Office shall spare no reasonable expense in the protection, continuation, and growth of all bargaining unit positions, and shall offer all lawful resistance to out-sourcing or contracting out.

In the event of imminent or impending reform or restructuring of the Air Traffic Organization, including privatization, the National Executive Board shall spare no reasonable expense to protect every interest of the Union including, but not limited to: pay, benefits, and working conditions.

**PSC-3 Contractor-Provided Training (4/06)**

NATCA shall seek to ensure that all training provided in air traffic field facilities is performed by FAA employees.

**PSC-4 Contract Training/Staffing (4/06)**

NATCA opposes the use of bargaining unit employees in all FAA initiatives with the objective to contract out their work.

**Section D**  
*Legislative*

**PSD-1 Twenty-year Retirement (9/96)**

NATCA will write, pursue, and/or support legislation to provide a true 20 year retirement for air traffic controllers.

**PSD-2 Funding of P.L. 92-297/Second Career Program (4/06)**

NATCA shall continue to pursue the legislative goal of re-instituting funding for the Second Career Program.

**PSD-3 Windfall Elimination Provision/  
Government Pension Offset (4/94)**

NATCA shall pursue legislation to rescind the Windfall Elimination Provision/Government Pension Offset.

**PSD-4 Deleted (10/14)**

**Section E**  
*Membership & Organizing*

**PSE-1 Organizing FAA Bargaining Units (7/99)**

NATCA will pursue organizing the rest of unrepresented bargaining units within the FAA, with priority on air traffic services employees.

**PSE-2 Organizing of Contracted ATC Facilities (4/06)**

NATCA will pursue the organizing of all contracted air traffic control facilities.

**Section F**  
*Working Conditions, Hiring & Staffing*

**PSF-1 Rehire on Contract Tower employees (4/97, 3/12)**

NATCA will seek to ensure that, as contract towers represented by NATCA become upgraded to higher-level facilities and revert back to the FAA, the employees at those facilities will

be given the opportunity to be hired by the FAA and remain at their facility.

**PSF-2 Deleted (9/10)**

**PSF-3 Career Progression (4/06)**

We pride ourselves in working to ensure the American taxpayers reap maximum benefit from the dollars they spend in training air traffic controllers. In recognition of this duty, and to enhance safety, efficiency, and morale, NATCA will seek to ensure the FAA makes every effort to fill vacancies with Certified Professional Controllers who meet the qualifications and who express a desire to relocate to areas where vacancies exist. This policy also ensures the greatest return on investment possible for newly hired air traffic controllers who will, as a consequence, generally be placed in lower level ATC facilities where they have a greater opportunity to be successful

**PSF-4 Deleted (10/14)**

**PSF-5 Reduced Work Week (4/06)**

The pursuit of a reduced work week is a high priority for NATCA.

**PSF-6 Deleted (3/12)**

**PSF-7 Job/Salary Protection (4/06)**

NATCA will make it a high priority issue to protect the jobs and salaries of all of its members affected by consolidation, co-location, and outsourcing.

**PSF-8 Policy on Age 56 Waivers (3/12)**

Numerous studies have suggested an increase in health risks and stress levels associated with the age of air traffic controllers.

The cumulative stress of the job has resulted in controller "burn out" thus increasing risk and lost proficiency with age, thereby increasing risks to the safety of flight.

Studies have shown a close correlation between ages, years of experience and emotional, mental and physical exhaustion. Researchers have consistently found a negative relationship between the age of air traffic controllers and both training success and rating of job performance. Many studies have shown age-related decline in cognitive abilities that are most important to performance as an air traffic controller.

The staffing crisis the FAA is experiencing has been predicted by the National Air Traffic Controllers Association for decades. Age waivers are not the safe solution. The FAA must hire and train hundreds of new controllers with a steady stream of newly trained controllers replacing the retiring controllers. This is critical to ensuring the system capacity can grow and meet the safety needs of our nation's air traffic control system.

The risks of stress levels, potential health problems, and declining cognitive abilities are the same today that led Congress to set retirement mandates for controllers over thirty years ago. Air traffic projections and FAA goals, however, are more demanding than ever. Now is not the time to jeopardize the most productive, efficient system in the world with short-term, dangerous solutions. We acknowledge the temptation of keeping controllers beyond current retirement ages but we decry this as a solution.

While we admire the capable workforce that makes today's system a global standard of excellence, we must now make investments for tomorrow.

The National Air Traffic Controllers Association does not support waivers to the age 56 Law.

**Section G**

*Safety, Technology & Equipment*

**PSG-1 Radar Displays (4/06)**

NATCA will continue its efforts to ensure that air traffic facilities have the necessary equipment and procedures to maintain the world's busiest and most complex air space system. These efforts include the advocacy of modern, efficient, and reliable communication, navigation and surveillance systems as well as training and procedures that ensure safety and efficiency.

**PSG-2 Deleted (3/12)**

**PSG-3 Deleted (3/12)**

**PSG-4 Voluntary Safety Reporting Program (9/10)**

With the nationwide implementation of ATSAP throughout the air traffic bargaining unit and the importance of the compilation of critical safety data for the NAS, NATCA supports the full deployment of a voluntary safety reporting program. NATCA will pursue the implementation of a voluntary reporting program for all represented bargaining units.

**PSG-5 Airport Surface Surveillance Capacity (ASSC) (10/14)**

NATCA believes that in order to maintain the highest level of safety and ensure the greatest level of redundancy, Surface Movement Radar (SMR) should be fused with ASSC capability. However, NATCA believes ASSC without Surface Movement Radar would improve safety and efficiency at locations where a surface surveillance system does not currently exist.

**Section H**

*Honoraria*

**PSH-1 Honorary Membership – Street Dogs (10/14)**

NATCA recognizes the work of musicians and union activists Street Dogs by making them Honorary NATCA Members.

As a token of appreciation for Street Dogs' support of NATCA at this Convention, NATCA will donate \$1,000 in Street Dogs' name to a charity of their choice.

**PSH-2 President Emeritus (10/14)**

The title of President Emeritus of the National Air Traffic Controllers Association shall be given to Mr. John Carr.

