



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
(NATCA)**

AND

MIDWEST AIR TRAFFIC CONTROL SERVICE, INC.

2016 – 2020

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**ARTICLE 1
PARTIES TO THE AGREEMENT**

Section 1. This Master Collective Bargaining Agreement (hereinafter, "Agreement") is made by and between the National Air Traffic Controllers Association (hereinafter, "NATCA" or the "Union") and Midwest Air Traffic Control Service, Inc. (hereinafter, "Midwest" or the "Company" or "the Employer"). The Union and the Employer are herein referred to collectively as "the Parties."

Section 2. Neither the Company, the Union, nor any of their agents shall interfere with, restrain, coerce or intimidate its employees because of membership or non-membership in the Union. It is agreed that there shall be no discrimination by the Company or the Union against any employee or applicant for employment who is a bargaining unit member on the basis of race or color, religion or creed, sex or sexual orientation, national origin or ancestry, age, handicap or disability, past, present or future membership in the uniformed services, citizenship status or intending citizenship status, Union membership or activity, or any other class protected by applicable local, state or federal law.

**ARTICLE 2
UNION RECOGNITION AND REPRESENTATION**

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative of air traffic control specialists employed at the air traffic control towers listed in Appendix I to this Agreement (hereinafter, "Employee" or "Employees").

Section 2. If the bargaining units described in Section 1 of this Article are amended to include other employees, those Employees shall be covered by this Agreement.

Section 3. The Employer and Union agree that with respect to each of the Employer's other facilities where NATCA is or becomes the exclusive bargaining representative, the terms and conditions of this Agreement shall become applicable to the Employees employed at such facility(ies), and Appendix I shall be amended accordingly.

Section 4. The Union shall designate one (1) Union representative to serve in a representational capacity at each facility where NATCA is the exclusive bargaining agent of the Employees (hereinafter, "Principal Facility Representative"). This designation shall be in writing to the Air Traffic Manager (hereinafter, "ATM"). The ATM shall be notified within ten (10) days of any changes. The intent of the Union is to designate Midwest Employees to perform representational duties. The Union, however, reserves the right to designate a non-Midwest employee as a representative.

Section 5. During meetings between the ATM or designee and the Principal Facility Representative or designee, the Parties will be equally represented.

Section 6. If requested by either Party at the national level, the Parties agree to meet in the spirit of cooperation at a mutually agreeable time and place.

Section 7. At any meeting called by the ATM or designee, Union participants shall be in a duty status unless otherwise stated in this Agreement.

Section 8. Upon advance notification to the ATM, Union official(s) shall be permitted to visit the Employer's air traffic control towers where NATCA is the exclusive representative to perform representational duties, provided such visitation does not interfere with operations or security mandates. Representational meetings shall not be held in the operational area.

Section 9. The Principal Facility Representative and/or designee shall be granted annual leave, leave without pay (hereinafter, "LWOP"), or any combination thereof, at their option, to attend Union activities. Requests for LWOP must be made at least thirty (30) days in advance and shall not exceed forty (40) hours annually.

Section 10. The Principal Facility Representative or designee shall be allowed up to thirty (30) minutes for orientation of new Employees to explain the role and responsibilities of the Union.

Section 11. Principal Facility Representatives will provide advance notice of the need to perform representational duties. Absent an emergency or other special circumstance each Principal Facility Representative, or his/her designee shall, on request, be granted duty time to perform representational duties. Representational duties will normally be performed on site, outside of the operational area.

Section 12. The Employer recognizes the right of a duly authorized Union representative to express the views of the Union, provided those views are identified as Union views.

Section 13. Absent an emergency or special circumstance the Employer agrees to grant LWOP to one (1) Employee to serve on the Union's collective bargaining team for the purpose of negotiating collective bargaining agreements. The Union shall provide a minimum of thirty (30) days notice of this designation.

Section 14. Absent an emergency or other special circumstance, each Principal Facility Representative shall be released on LWOP for up to forty (40) hours, on a one-time basis in order to attend the NATCA FCT representative school for the mutual benefit of the Union and the Employer. The Union will provide a minimum of thirty (30) days advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties.

Section 15. The Principal Facility Representative shall be released without pay for up to four (4) hours to receive orientation on the meaning of the articles of this Agreement.

ARTICLE 3 RIGHTS OF UNION OFFICIALS

Section 1. An Employee who is elected or appointed to serve as a national or regional official representative of the Union shall be granted, upon request, LWOP concurrent with elected terms of office or appointment. Each request by an Employee for such LWOP shall be for a specified period and shall be certified by the national office of the Union. The Union at the national level

will give a minimum of thirty (30) days notice to the Director of North American Operations unless otherwise agreed.

Section 2. Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility to which the Employee was assigned prior to assuming LWOP status if a bargaining unit position is available, consistent with seniority. If the Employee is unable to return to that facility, the Parties at the national level will meet to determine an appropriate return-to-duty location, at any of the Employer's air traffic control towers where NATCA is the exclusive representative, if a bargaining unit position is available.

Section 3. The Union at the national level will provide Sixty (60) day written notice to the Employer at the national level that the need for LWOP granted under Section 1 of this Article has ended. In this instance, the procedures contained in Section 2 of this Article will apply.

Section 4. An Employee who is placed on LWOP while acting in an official capacity on behalf of the Union shall be entitled to continuation of seniority and benefit plan(s) to the extent allowed and at no cost to the Employer.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. The Parties recognize employee rights as stated at Section 7 of the National Labor Relations Act and reprinted below:

“Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any and all such activities”

Section 2. The Employer shall not assist a creditor or process server in any manner because of an occasional debt complaint, except as required by law.

Section 3. Radios, televisions, electronic devices, magazines and publications will be permitted in non-work areas designated by the ATM for use at non-work times. Radios, televisions or electronic devices will not be allowed in the tower cab except:

- (1) where required and used in performance of work and where specifically directed by the Company; and
- (2) during Mid-Shift operations, between the hours of 2300L – 0500L, radios, magazines and other publications shall be allowed.

Section 4. If named as a defendant, an Employee shall be protected against personal liability for damages, loss of property, or death arising from the performance of the Employee's official duties or when acting within the scope of employment in accordance with the terms and conditions of the Employer's insurance policy provided through the FAA.

Section 5. The Parties covered by the Agreement shall have the protection of all rights to which they are entitled under the Constitution of the United States.

Section 6. When the need arises, at the Employer's request, Employees may volunteer to serve as acting manager/point-of-contact on a temporary basis.

ARTICLE 5 EMPLOYER RIGHTS

Section 1. Subject to the terms of this Agreement, all management functions, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and management of the workforce are vested exclusively in the Employer.

Section 2. Subject to the terms of this Agreement, and without limiting the provisions of Section 1 but in order to clarify some of the rights retained, the following rights are vested exclusively with the Employer:

- a. Determine the qualifications of Employees;
- b. Hire, layoff, recall, assign, transfer, promote and demote Employees;
- c. Determine the number of Employees it shall employ, establish new jobs, abolish and change existing jobs, number of Employees and working hours;
- d. Maintain order and efficiency of its operation;
- e. Direct the workforce;
- f. Determine the basic watch schedule and shifts, determine changes and adjustments in any specific schedule, to fill or not fill any shift, and to assign Employees on a temporary basis;
- g. Determine, control and regulate the type of any vehicle, machinery and equipment to be used and by whom and when to be operated;
- h. Determine or change the method or methods by which work is carried out and performed, the method or methods of operations, and the materials and equipment used in the operations;
- i. Determine any and all services, processes and standards required by a contractual customer;
- j. Establish reasonable work rules; and
- k. Discipline, suspend or discharge for cause.

Section 3. It is not the intent of this Article to limit any of the normal, usual or customary functions of management or for the Union to define any and all such functions. All management rights and functions are reserved to the Employer except as expressly limited by this Agreement.

Section 4. The Employer reserves the right to take whatever actions may be necessary to accomplish its mission during emergencies.

Section 5. Nothing in this Article shall limit, or be construed as a waiver of, the Union's right to bargain over wages, hours, and other terms and conditions of employment, or changes thereto, as required by the National Labor Relations Act. Nor shall this Article limit the Union's right to bargain over the effects of any management right exercised by the Employer, whether explicitly listed in this Article or otherwise, where the exercise of that right negatively affects an Employee.

**ARTICLE 6
REPRESENTATION RIGHTS**

Section 1. The parties recognize the Employer's right to meet with Employee(s) and the Employees' right to be represented at any meeting with management. If during the course of a meeting it becomes apparent for the first time that discipline may result, the Employer shall stop and reschedule the meeting following advance notice to the Union and the Employee(s) so that the Employee may obtain Union representation. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary or potential disciplinary situation, the Employer shall notify the Employee and the Union in advance. Employees shall be provided the subject matter in advance and be given a reasonable opportunity to confer privately with the representative before the beginning of the meeting. The Union retains the right to determine its representatives in accordance with Article 2 of this agreement.

Section 2. The ATM will only deal with the Principal Facility Representative concerning matters affecting working conditions, unless otherwise agreed to by the Parties. The Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Employer and one (1) or more Employees or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Employer shall advise the Union at the corresponding level, in advance, of the subject matter.

Section 3. By mutual consent, including that of the Employee(s) in the case of Section 1, discussions under this Article may be accomplished by telephone.

Section 4. A Union representative, while performing representational duties, will not be required to disclose information from an Employee, who is the subject of an investigation, unless the confidentiality of that Employee is waived by the representative, or an overriding need is established.

**ARTICLE 7
CHANGES IN WORKING CONDITIONS**

Section 1. Whenever the Employer contemplates a change affecting the terms and working conditions of Employees including, but not limited to, established past practices, the Employer shall notify the Union at the appropriate level thirty (30) days in advance or as soon as practicable, and, if requested by the Union, enter into negotiations over the proposed change. The Union shall make such request in writing within ten (10) days from notification by the Employer. The Parties shall confer within ten (10) days for the purpose of reaching a written agreement over the change. Should the Parties be unable to reach agreement, the Union retains its rights in accordance with the National Labor Relations Act as amended. Unless otherwise permitted by law or this Agreement, the Employer will implement no changes until all parties agree.

Section 2. Any directive, order or notice issued by the FAA and applicable to Employees shall not be subject to bargaining, however the Union retains the right to bargain over the effects.

ARTICLE 8
INFORMAL PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g. grievance/arbitration and unfair labor practice charges) are not always the most efficient means of problem resolution. The Parties also recognize that early, open exchange regarding any complaint/problem/concern at the earliest stages reduces the use of and need for traditional and more cumbersome, adversarial dispute resolution procedures. Therefore, the Parties agree to use the provision of this Article to the fullest extent possible before resorting to other avenues of dispute resolution.

Section 2. The following procedure shall apply to informal problem solving. Any notification(s) required under the following procedure may be accomplished in person or via telephone, facsimile, U.S. mail or electronic mail.

- a. When a complaint/problem/concern arises, the Employee, Union or Employer may notify the other affected Party of the complaint/problem/concern within ten (10) calendar days of the events or discovery of the events giving rise to the complaint/problem/concern and try to resolve the complaint/problem/concern informally by mutual agreement.
- b. If the Parties do not decide on the procedure for informal resolution, the Parties will proceed as follows:
 - i. The complaining Party will notify the other of the complaint/problem/ concern and the Parties will meet or conference by telephone for discussion no later than ten (10) calendar days after notice. Those in attendance will include the affected Employee, the Principal Facility Representative or his/her designee, the ATM or, if the ATM so advises, his/her designee. Employees present at the meeting, including the affected Employee and the Principal Facility Representative, will be on duty time for the duration of the meeting.
 - ii. The purpose of the discussion is to allow the Employee, the Union and the Employer to freely present, receive and/or exchange information and their views on the situation.
- c. The Parties shall try to resolve the complaint/problem/concern by mutual agreement.
- d. Any agreed to resolution under this Article shall fully resolve the complaint/problem/concern and the Employer may not discipline the Employee under Article 10 and neither the Union nor the Employee may grieve the action under Article 9, but the informal resolution shall stand. Any document generated in relation to informal problem resolution will not be used as the basis for independent discipline.
- e. In the event the Parties are unable to resolve the issue within ten (10) calendar days of the meeting as described in Section 2.b.i., the Employee, Union or the Employer may grieve the issue in accordance with Article 9 of the Agreement or take any other legal remedies available.

- f. This Article shall not diminish the Employer's rights to discipline where otherwise appropriate, or the Union's or Employee's right to grieve, where otherwise appropriate.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any complaint by an Employee or either Party concerning any claimed violation of law or this Agreement or Employer personnel policies or practices affecting conditions of employment.

Section 2. This procedure provides the exclusive procedure available to the Parties and Employees for resolving grievances. Any Employee(s) or Party may file a grievance under this procedure. Employees and the Parties intend that the joint problem solving procedures of Article 8 shall be used to the fullest extent practicable to resolve problems before moving under this Article 9.

Section 3. Employees are entitled to be assisted by the Union in the presentation of grievances. Any Employee or group of Employees covered by this procedure may present grievances with or without the assistance of the exclusive representative. No other individual(s), other than those designated by the Union, may serve as the Employees' representative in the processing of a grievance under this procedure. The right of individual presentation of grievances does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 4. Grievance procedure at facility level:

Step 1. An aggrieved Employee or Party shall submit his/her grievance, in writing, to the ATM, within ten (10) calendar days of the event giving rise to the grievance or within ten (10) calendar days of the time the Employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on a grievance form (attached as Appendix IV hereto), and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of his/her Union representative, the Union Representative designated for receipt of papers relating to the grievance and whether he/she wishes to make an oral presentation. The grievance may be submitted to the ATM by facsimile, U. S. mail, electronic mail or hand delivery. For purposes of this Article 9, Section 4, Step 1, the date of the grievance shall be the date of the facsimile, the postmark on the envelope containing the grievance, the date of the electronic mail, or date of hand delivery. Failure to provide all of the information listed above will result in the grievance being returned for completion. The time limits will continue to run during the period the grievance is returned. If requested, the ATM shall, prior to making a decision, afford the Employee and/or the Union representative an opportunity to present the grievance orally. The decision shall be delivered to the Employee, if proceeding without the Union, or the Union representative, if the Union is proceeding on behalf of the Employee within ten (10) calendar days following receipt of the written grievance or within ten (10) calendar days following the presentation, whichever is later. The decision shall be delivered either by certified mail return receipt requested to the Employee's address on file with the Company at corporate or personally delivered to the Employee, if the Employee is proceeding alone, or the Union representative, if the Union is

representing the Employee. If the grievance is denied, the reasons for denial will be in the written response.

Step 2. If the Union is not satisfied with the decision rendered in Step 1, the Union may within twenty (20) calendar days following receipt of the decision, notify the Employer at the national level, that it wishes the matter be reviewed by the appropriate Employer official or his/her designee. The Union will be notified by certified mail return receipt requested or personal delivery on the Union representative within twenty (20) calendar days of the Company decision. If the grievance is denied, the reasons for denial will be in the written response.

Step 3. The Union at the national level may, within twenty (20) days following receipt of the Step 2 decision, notify the Employer at the national level, by certified mail, return receipt requested or electronic mail, that it desires the matter be submitted to arbitration. After the moving Party notifies the responding Party of their desire to refer the matter to arbitration, the Parties shall discuss and make a decision regarding the utilization of the mediation/neutral evaluation process, as described in Section 5 below, or excluding the grievance from that process by mutual agreement. This discussion shall occur within fifteen (15) days after the notification is received.

Section 5. Mediation/Neutral Evaluation:

- a. Unless mutually agreed otherwise, the Parties shall meet with the jointly selected mediator/neutral evaluator to discuss and attempt to resolve grievances pending at Step 3, prior to scheduling the arbitration. The mediator's fees and expenses incurred under this process shall be borne equally by the Parties.
- b. The location of mediation/neutral evaluation shall be by mutual agreement of the Parties and, if unable to agree, the mediation/neutral evaluation shall be held at or near the Facility where the grievance arose. Unless otherwise agreed, the mediation shall be held within twenty (20) days of the submission to mediation/neutral evaluation. Grievance timelines will be held in abeyance during the mediation/neutral evaluation process.
- c. Within sixty (60) days from the effective date of this agreement, the Parties at the national level shall meet for the purpose of selecting a mediator/neutral evaluator and one alternate to serve in this process.
- d. Either Party may remove a member from the mediator/neutral evaluation panel by giving a thirty (30) day written notice to the mediator/neutral evaluator with a copy to the other Party. Upon receipt of the written notice, no further mediation/neutral evaluation cases will be assigned to that mediator/neutral evaluator, but the mediator/neutral evaluator will hear and render a neutral opinion on any case(s) already assigned to him/her. Additionally, the Parties may mutually agree to remove a mediator/neutral evaluator from the panel at any time, in which case the mediator/neutral evaluator will not hear or render a neutral opinion on any case(s) already assigned to him/her. Where the mediator/neutral evaluator has been removed, another mediator/neutral evaluator shall be mutually selected to fill the vacancy within sixty (60) days from such removal.
- e. The mediator/neutral evaluator shall serve two functions in this process:

1. First, serving in the capacity of mediating between the Parties in an attempt to assist them in resolving the issue(s) at hand. If at any time the Parties are able to reach an agreement, it shall be reduced to writing, specifying all of the terms of their agreement bearing on the resolution of the dispute, and the Parties shall sign it.
 2. In the event the Parties are not able to reach agreement on a resolution, the mediator will switch to the role of neutral evaluator. As neutral evaluator, a neutral opinion shall be rendered, first orally, as to the likely disposition of the grievance if it were to proceed to an arbitration hearing, and the reasons therefore. The neutral opinion shall then be reduced to writing, signed by the Parties and the neutral evaluator, and copies shall be provided to the Parties. The Parties at the national level shall develop a form for this purpose and attached in Appendix IV.
- f. The Parties are encouraged to use the neutral evaluator's opinion as a basis for reaching resolution. If a resolution is not reached and this grievance is presented at binding arbitration, the Party who disagreed with the neutral evaluator's opinion shall incur the Arbitrator's fees and expenses, if that Party does not prevail fully at the arbitration hearing. The arbitration decision must be sustained in full or denied in full for the said Party to incur the Arbitrator's fees and expenses. In all other cases submitted for arbitration, which are not sustained in full or denied in full, the Arbitrator's fees and expenses shall be borne equally by the Parties.
- g. Formal rules of evidence will not apply, and no transcript of the mediation/neutral evaluation meeting shall be made. The Parties further understand:
1. The mediation/neutral evaluation meeting is not a hearing;
 2. The mediator/neutral evaluator is not acting in the capacity of a judge or arbitrator;
 3. The mediator/neutral evaluator will not act in the capacity of judge or arbitrator in the subject grievance at any time in the future;
 4. The mediator/neutral evaluator's opinions are not binding on any Party and any settlement reached will only be by mutual consent of the Parties; and
 5. The Parties retain their rights to binding arbitration if they do not reach a settlement agreement. The Parties also reserve the right, at any time during this process, to settle, withdraw or sustain the grievance. By mutual agreement, the Parties may choose to exclude a grievance from this process and proceed to binding arbitration.
- h. The mediation/neutral evaluation meeting is an expedited process, intended to produce finality as to unresolved grievances. Normally, decisions by the Parties with respect to the neutral evaluation will be rendered at the meeting. However, either Party may request an extension, not to exceed five (5) business days. Failure to respond during the extension period shall constitute a rejection of the neutral opinion. If the neutral opinion is rejected, the Parties will immediately proceed with scheduling the arbitration hearing.

- i. For grievances excluded from this process by mutual agreement of the Parties the timelines of Section 4, Step 3, or Section 6, Step 2, shall apply from the date on which the decision is made by the Parties to proceed straight to binding arbitration.
- j. The neutral evaluator's opinion shall not be entered in evidence or considered by the Arbitrator in a subsequent arbitration hearing, except in so far as is necessary to determine whether the losing party may be required to incur the Arbitrator's fees and expenses pursuant to subsection f above.

Section 6. A national grievance will be designated as such by the Union or Company. The resolution of the national grievance will apply to Employees at each facility where the Union is the collective bargaining agent of Employees as identified in Appendix I. The procedure will be as follows:

Step 1. In the case of any grievance which the Union at the national level may have against the Employer at the national level or which the Employer may have against the Union, the moving party shall at the national level submit the grievance to the other Party in writing within twenty (20) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:

- (a) The facts upon which the grievance is based.
- (b) The corrective action sought.
- (c) If an oral presentation is requested.

Local grievances raising substantially similar issues shall be addressed by the national grievance procedure. The responding Party shall answer the grievance in writing within twenty (20) calendar days following the date the grievance was received.

Step 2. If the moving Party is not satisfied with the answer, the matter may be referred to arbitration. The moving party shall, at the national level, so advise the responding Party at the national level by certified mail, return receipt requested, or electronic mail within twenty (20) calendar days following receipt of the respondent's answer or the date the answer was due. After the moving Party notifies the responding Party of their desire to refer the matter to arbitration, the Parties shall discuss and make a decision regarding the utilization of the mediation/neutral evaluation process, as described in Section 5 above, or excluding the grievance from that process by mutual agreement. This discussion shall occur within fifteen (15) days after the notification is received.

Section 7. The Parties shall create a panel of five (5) mutually acceptable arbitrators. After one (1) year of service on the panel, either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Arbitrators selected for the panel must agree to hear expedited arbitration cases as provided in Section 12. The arbitrators shall be assigned to individual cases on a rotating basis, unless the Arbitrator is unavailable, in which case the next arbitrator on the panel shall be used. The Parties shall mutually agree to rank the order of the arbitration panel for rotation purposes.

Either Party may remove an arbitrator on the panel from the list by giving a thirty (30) day written notice to that arbitrator with a copy to the other Party. Upon receipt of the written notice, no further cases will be assigned to that arbitrator, but that arbitrator will hear and render a decision on any case already assigned to him/her. Additionally, the Parties may mutually agree to remove an arbitrator from the panel at any time, in which case that arbitrator will not hear or render a decision on any case already assigned to him/her. Where that arbitrator has been removed, another arbitrator shall be mutually selected to fill the vacancy within sixty (60) days from such removal.

Section 8. The grievance shall be heard by the Arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties at or near the facility where the grievance arose. The Employer shall make reasonable efforts to schedule the grievant(s) off duty without loss of pay to participate in the hearing. With the exception of the grievant(s), an Employee that participates in the arbitration proceeding as a witness shall be considered on duty time during the time period of their participation in the arbitration hearing not to exceed eight (8) hours. The Arbitrator shall submit his/her award to the Employer and Union representatives as soon as possible, but in no event later than thirty (30) calendar days following the submission of briefs unless the Parties waive this requirement. The award of the Arbitrator is final and binding.

Section 9. The Arbitrator's fees and expenses incurred under this Article shall be borne equally by the Parties, except as describe in Section 5 above. Neither Party may cancel a scheduled arbitration hearing without the consent of the other Party. In the event either Party cancels a scheduled arbitration hearing without this consent, that Party shall bear the full cost of any cancellation fees. If a verbatim transcript of the hearing is made and either Party desires a copy, that Party will bear the expense of the copy or copies they obtain. If both Parties obtain copies of the transcript, the cost of the Parties' copies will be borne equally by the Parties. The Parties will share equally the cost of the transcript, if any, supplied to the Arbitrator. No Party may record the hearing, whether visual or audio or both, without the permission of the other and the decision to withhold permission is not grievable under this Agreement.

Section 10. The Arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s). Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the Arbitrator for decision. This provision shall normally be accomplished utilizing the provisions of Section 12 of this Article. The Arbitrator shall have no authority to add to or subtract any language from this Agreement and the Arbitrator shall not have any authority to change any wage rate or benefit provision of this Agreement.

Section 11. Failure to meet the time limits contained in this Article unless otherwise agreed to shall cause the grievance to be irrevocably resolved against the Party missing the time limit.

Section 12. Expedited arbitration:

- a. Either Party at the national level may request expedited arbitration of a disciplinary action involving loss of pay by notice to the other within ten (10) calendar days following the effective date of the discipline. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the list of arbitrators by the Parties in accordance with Section 7. An arbitrator unable to hear an expedited arbitration case

within fifteen (15) calendar days shall be deemed unavailable and the next arbitrator in turn will be selected, unless otherwise agreed to by the Parties. The hearing shall be conducted as soon as possible at a location at or near the facility where the grievance arose unless otherwise agreed to by the Parties. Either Party may file a written brief and/or request a transcript. Fees and expenses, including transcripts and cancellation fees, will be in accordance with Section 9 of this Article. The Arbitrator shall issue an award as soon as possible in writing with reasons therefore but not later than fifteen (15) calendar days after the hearing has been held or exchange of briefs, whichever is later, unless otherwise agreed to by the Parties.

- b. In cases other than actions under Section 12a of this Article, where either Party at the national level reasonably alleges irreparable harm, that party may refer a particular grievance to expedited arbitration by notice to the other within ten (10) calendar days following the effective date of the action. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the list of arbitrators by the Parties in accordance with Section 7. An arbitrator unable to hear an expedited arbitration case within fifteen (15) calendar days shall be deemed unavailable and the next arbitrator in turn will be selected, unless otherwise agreed to by the Parties. The hearing shall be conducted as soon as possible at a location at or near the facility where the grievance arose unless otherwise agreed to by the parties. Either Party may file a written brief and/or request a transcript. Fees and expenses, including transcripts and cancellation fees, will be in accordance with Section 9 of this Article. The Arbitrator shall issue an award as soon as possible but not later than fifteen (15) days after the hearing has been held. Determinations as to whether expedited arbitration under Section 12b of this Article shall be utilized shall be based upon whether a passage of time precludes a remedy. Disagreements as to whether a grievance is appropriate for expedited procedure under Section 12b of this Article shall be referred to the Arbitrator for a decision pursuant to Section 12b of this Article.

Section 13. The Parties may, by mutual agreement, stipulate facts and issue(s) in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 14. In the handling of grievances under this procedure, upon request, the Union shall have access to such information as is relevant to the processing of the grievance.

Section 15. The Parties reserve their rights to enforce or appeal an arbitrator's decision as provided by law in a court of competent jurisdiction.

ARTICLE 10 DISCIPLINARY ACTIONS

Section 1. This Article covers disciplinary actions involving oral warnings, written warnings, written reprimands, suspensions, discharges, removals, and reductions in pay.

Section 2. An Employee will not be discharged, suspended, or otherwise disciplined, nor entries made against the Employee's service record without just cause, except as provided for by Article 12, Section 2 of this Agreement. Disciplinary actions must be determined on the merits of each individual case. Progressive discipline will be followed except in cases of "serious misconduct" for example theft, fraud, violence, gross insubordination, threatening conduct, abandonment of

position, or violation of the substance abuse and testing program or where emergency or other exigent circumstances exist. Progressive discipline generally means documented verbal warning, written reprimand, suspension, and dismissal. Prior to initiating formal disciplinary action, the Employer shall engage in informal problem solving under Article 8 unless waived by the parties.

Section 3. Procedure:

- a. The Employer shall make a good faith effort to promptly investigate and issue discipline within a reasonable time period after it becomes aware of the underlying issue/incident/event. Reasonable time period shall be based on the relevant facts and circumstances including, without limitation, staffing levels and safety concerns. The Employer shall provide the Employee with an opportunity to explain his/her action/inaction relating to the issue/incident/event under investigation prior to issuing discipline. The Employee's representative may participate in the Employee's explanation.
- b. No Employee shall be disciplined to the extent of loss of pay or discharged without being advised in writing of the precise alleged reason or reasons leading to such action. This notice shall be presented directly to the Employee with a copy provided to the Union.
- c. For issues not involving "serious misconduct" as defined in Section 2 above, the Employer shall provide the Employee with an opportunity to reply to the notice (orally and/or in writing) within a reasonable time and the Employer shall consider such reply prior to issuing the final disciplinary action. The Employee's representative may participate in the Employee's reply.
- d. A Union representative must be present (if requested by the Employee) at the time written final disciplinary action is issued.

Section 4. An Employee against whom action is taken under this Article and their Union representative, provided the Employee or the Union has provided the Employer with a signed authorization, shall, upon request, have the right to review and obtain copies of documents relied upon by the Employer to support the action.

Section 5. Letters of Confirmation of discussion shall not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the Employee has been given a copy upon completion. A letter of confirmation of discussion shall be completed as soon as practicable, but not later than thirty (30) days after the event.

Section 6. Records of disciplinary action, as well as Letters of Confirmation of discussion, shall be expunged from the Employee's service record not later than two (2) year from the date of the action.

Section 7. Any notification made to an Employee under this Article shall be accomplished in the following manner:

- a. Personally delivered to the Employee and the Union representative by the ATM.
- b. If the Employee is not available, the Employer shall deliver notification to the Employee and the Union by certified mail, return receipt requested.

ARTICLE 11 DUES WITHHOLDING

Section 1. The Employer agrees to deduct Union dues from an Employee's wages uniformly and lawfully levied by NATCA and to remit same to NATCA on a monthly basis, not later than the end of the month following the month in which they are withheld, provided that the Employee executes the dues withholding form provided by the Union. Simultaneously with this remittance, the Employer shall provide to the Union a list of all Employees. This list shall include the Employee's name, facility, dues remitted if any, date of hire, hours worked and gross hourly wage.

Section 2. Any change in the rate or amount of dues levied by the Union shall be put into effect and the deductions made during the calendar month following the calendar month in which the Employer receives notice of the change.

Section 3. Any deduction of dues provided for in this Agreement shall be automatically terminated upon separation of an Employee from the bargaining unit.

Section 4. An Employee who has authorized the withholding of Union dues may request revocation of such authorization after one (1) year by completion of a request to the Employer in accordance with the procedures below:

- (1) First year members: A request may be filed anytime by an Employee during the thirty (30) calendar-day period beginning forty-five (45) days prior to the anniversary date of his/her first dues withholding and ending fifteen (15) days prior to the anniversary date. It is the Employee's responsibility to ensure timely filing of his/her revocation forms. Revocation forms shall only be accepted by the Employer during this time period. The Employer shall notify the Union, in writing, of all revocations and provide a copy of the request at the time the revocation is made effective.
- (2) All other members: March 1 shall be the annual date for all revocations of Union dues. The Employee must complete and submit a request to the Employer between the dates of January 1 to January 31 of any given year. Upon receipt of a valid revocation request completed and signed by the Employee, the Employer shall discontinue withholding the dues from the Employee's pay effective only with the first full pay period which begins after the following March 1. The Employer shall notify the Union, in writing, of all revocations and provide a copy of the request at the time the revocation is made effective.

ARTICLE 12 SENIORITY

Section 1. Seniority is defined as the length of service with a NATCA represented Contract Tower (CT) commencing from the earliest date of hire. In the event that two or more Employees share the identical employment date, seniority shall be determined by lottery. Once annually the Union shall provide the Employer at the local level an updated facility seniority list.

Section 2. New Employees shall be considered probationary for a period of ninety (90) days from the date of hire. During such probationary period an Employee may be terminated at the discretion of the Company. Such termination is not subject to the grievance and arbitration procedures of this Agreement.

Section 3. Any Employee covered by this Agreement who accepts a position outside the bargaining unit shall not accrue bargaining unit seniority while occupying such position. If the Employee returns to the bargaining unit, their previous seniority earned will be credited.

Section 4. When the requirements of the Company will permit, an Employee, upon request, may be granted leave without pay normally not to exceed thirty (30) days without loss of seniority rights.

Section 5. The provisions in this article will not be used to calculate the years of service for the purpose of vacation accrual.

ARTICLE 13 PAY ADMINISTRATION

Section 1. The Employer shall pay Employees all wages due on a bi-weekly basis.

Section 2. For each pay period, the Employer shall provide each Employee with a Leave and Earnings statement that includes, at a minimum, the following information: (1) total wages paid; (2) an itemized list of deductions; (3) total regular hours worked and associated wages; (4) total overtime hours worked and associated wages; (5) total hours worked for which non-overtime differentials and/or premiums were earned and associated wages; and (6) vacation usage and balance.

Section 3. Employees will have their wages directly deposited in an account of their choice. On hire, the Employee will complete the Automatic Deposit Form providing all necessary information for direct deposit and in the event of any change, the Employee will complete a new Automatic Direct Deposit Form coordinated through the ATM.

ARTICLE 14 WORKING HOURS

Section 1. A workday shall normally consist of eight (8) consecutive hours and the basic work week shall consist of five (5) consecutive days except as authorized in this Article. Only at an Employee's request, may the Employer consider non-consecutive days off. The work week is defined as Sunday through Saturday.

Section 2. Employer agrees not to diminish working hours of Employees at the facilities where the Union is the exclusive collective bargaining agent during the life of the Agreement, except as modified by application of Article 36, Section 1 of this Agreement.

Section 3. The airport authority and/or the Federal Aviation Administration normally determine the facility hours of operation. The number of consecutive hours and days worked by Employees shall not exceed those specified by applicable law and regulation.

Section 4. The basic watch schedule is defined as the days of the week, hours of the day, and the rotation of shifts and regular days off. The basic watch schedule must satisfy coverage requirements. There will be no split shifts unless otherwise agreed to by the parties. Assignments of individual Employees to the basic watch schedule are not considered changes to the basic watch schedule.

Section 5. In general, the basic watch schedule will be posted at least six (6) months in advance subject to exceptions where operational/staffing needs require otherwise. Assignment to the watch schedule will be by seniority with the controller having the greater seniority having the first choice among controllers. Assignments to the watch schedule shall be posted at least thirty (30) days in advance. The Employer and the Union shall negotiate procedures for Employee bidding and assignment to the watch schedule at the local level. The Employer recognizes that changes in individual assignments to the watch schedule are undesirable. Absent an emergency or other special circumstances, an Employee's assignment to the watch schedule shall not be changed. An Employee's shift will not be changed solely for the purpose of avoiding payment of overtime or other premium pay to which the Employee may be entitled.

Section 6. The exchange of shifts and/or days off between equally qualified Employees is authorized, provided it does not result in overtime or violation of law, regulation or the terms of this Agreement. Requests for exchanges shall be submitted in writing, and shall require ATM (or designee) approval. Such requests shall be approved or disapproved within twenty-four (24) hours.

Section 7. On Union request at the national level, the Parties may discuss alternative work schedules.

ARTICLE 15 LAYOFF AND RECALL

Section 1. In the event of a lay-off, Employees at the affected facility shall be laid off in reverse order of seniority. Affected Employees will receive notification no less than fourteen (14) days prior to the effective date of the lay off or as soon as the Employer receives notice if less than fourteen (14) days.

Section 2. An Employee affected by a lay-off will have the following options:

- a. Accept an offer of employment at another of the Employer's facilities where the Union is the exclusive bargaining agent of the Employees and a vacancy exists. The Employer may, at its sole discretion, offer vacancies at non-NATCA-represented facilities to laid-off Employees, in seniority order; or
- b. Be placed in a lay-off status.

Section 3. Employees in layoff status shall retain their seniority and recall rights for a period of twelve (12) months. Recall rights will be based on the Employee's seniority as of the effective date of their lay off. All vacancies at NATCA-represented facilities shall first be offered to laid-off Employees, in seniority order, prior to consideration of transfer requests or filling the position by hiring a new Employee. The Employer may, at its sole discretion, offer vacancies at non-NATCA-represented facilities to laid-off Employees, in seniority order.

Section 4. Employees will normally be provided fourteen (14) days advance notice of recall, however, in those cases where the Employer cannot due to operational needs, provide fourteen (14) days notice of recall, a minimum of seven (7) days will be sufficient. The recall process may be expedited by use of a telephone conversation or email to inform the Employee of recall and the Employer of intent to return to duty. The Employer will confirm notice of recall in writing. Such confirmation will be by certified mail, return receipt requested to the Employee's last address on file with the Company at corporate or by personal delivery to the Employee. The Employee shall be required, within five (5) working days (excluding Saturday and Sunday) of delivery or attempted delivery of the notice of recall, to confirm with the Employer his intent to return to work on the date specified for recall, unless otherwise agreed to by the Employer and the recalled Employee.

Section 5. Eligible Employees who are laid off shall be allowed, upon request, to cash in all vested vacation at their current rate of pay. Additionally, the Employee will receive all excess funds in the laid off Employee's Health and Welfare Benefits account after advances and benefit costs have been reconciled.

Section 6. An Employee's recall rights shall not be affected in the event the Employee declines (or fails to respond within the required time limits specified above for) an offered position at a facility other than the one from which they were laid off.

Section 7. Employees shall be responsible for providing the Company with their current address and telephone numbers. The Company point of contact for the provision of data under this section shall be the Director of North American Operations.

ARTICLE 16 HOLIDAYS

Section 1. The following are paid holidays, for which each Employee shall be paid eight (8) hours of holiday pay at their regular hourly rate of pay:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day

Christmas Day

Section 2. In the event a holiday falls on a full time or eligible part time Employee's regularly scheduled day off, the Employee may request leave without pay on the next calendar day which the Employee is scheduled to work. Approval of such requests will be subject to operational requirements.

Section 3. Subject to operational requirements, requests for time off for a holiday in accordance with Section 2 will be approved in seniority order prior to publishing shift assignments to the watch schedule. If requested time off is denied, and later becomes available, it will be made available on a seniority basis.

Section 4. Employees shall receive any Holidays locally mandated on a recurring basis in their jurisdiction in addition to the Holidays listed in Section 1.

ARTICLE 17 VACANCIES

Section 1. An Employee desiring to transfer to another facility shall submit his/her request in writing to the Employer. The Employer will maintain the transfer requests for one (1) year.

Section 2. In filling controller vacancies at facilities where NATCA is the exclusive bargaining agent, Employees with a transfer request on file shall be transferred, in order of seniority, prior to the Employer hiring a new employee at that facility. An Employee must have at least one (1) year of service at a facility before being eligible for transfer. The Employer will place the selected Employee in the new position as soon as it is reasonably practicable to do so. The Employer may, at its sole discretion, offer transfers to non-NATCA-represented facilities.

Section 3. Employees may telephone or write the Director of North American Operations regarding information of current or pending vacancies.

ARTICLE 18 NO STRIKE/LOCKOUT

Section 1. During the term of this Agreement, including any renewal or extension thereof, the Union shall not engage in any strike, including any primary or secondary strike, and will not interfere with or obstruct provision of air traffic services offered by the Company.

Section 2. The Employer will not authorize, instigate, or condone any lockout of Employees.

ARTICLE 19 TRAINING

Section 1. Employees will be given the opportunity to receive training in a fair and equitable manner.

Section 2. The Union will be given the opportunity to collaborate on the formulation and implementation of new FAA initiated or mandated training programs. In the event the Parties do not reach a collaborative decision, each Party retains its rights, as contained in Article 7.

Section 3. If an Employee's developmental training is interrupted for thirty (30) days or more, the Employee shall be granted sufficient training time to attain the level of proficiency the Employee had at the time of the interruption, prior to the resumption of the remaining allotted training time. The Employee's evaluations and/or training reports shall be used by the Employer to determine when the Employee's former level of proficiency has been re-attained.

Section 4. Remedial training shall only be administered to correct documented deficiencies in an Employee's performance. When an Employee is to be given remedial training, the Employee shall be notified, in writing, of the specific subject areas to be covered and the reasons for the training. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record.

Section 5. Employer required training normally should take place during the Employee's normal duty hours. When operational requirements do not permit, the Employee shall receive, when appropriate, overtime pay and other premium pay to which the Employee would be entitled. Employer required non-operational training will not be conducted while an Employee is assigned to an operational position.

Section 6. Employer required training away from the facility shall entitle the Employee to premium pay entitlements, travel, lodging and expenses incurred, and any other compensation the Employee would be entitled for time spent in such training.

Section 7. Operational requirements permitting, the Employer will allow Employees duty time to visit other ATC facilities to familiarize Employees with the operations of other facilities.

Section 8. The Employer will provide an Employee with a copy of their training records/reports, upon request.

Section 9. Employees may voluntarily enroll in educational courses designed to improve their work performance, expand their capabilities and increase their utility to the Employer. The Employer shall reimburse Employees who take Employer approved job-related courses from an accredited college or university (including those on-line via computer) up to a maximum of \$1,000.00 per calendar year for tuition fees. Employees must be employed for one year, have achieved facility certification before beginning any such course, obtain prior approval from the Employer that the course is considered job related, and be actively employed by the Employer upon course completion to receive this reimbursement. The Employee shall provide evidence of successful completion of the course work.

Employees who voluntarily end their employment with the Employer twelve (12) or fewer months after completing the course will be required to repay the Employer the full amount of the tuition reimbursement. In administering this program, the Employer will comply with all applicable tax laws.

**ARTICLE 20
EMPLOYEE RECORDS**

Section 1. There shall be maintained no more than one official personnel file for each Employee, which shall be maintained at the Corporate office. Upon written request to the Corporate office, an Employee shall be provided a copy of the official personnel file at no cost to the Employee. It is understood that an Employee who travels to the city where the Corporate office is located shall be permitted to review the official personnel file and may reproduce any and all information contained therein. If an Employee believes there is a discrepancy in the material contained in the official personnel file, the Employee may submit comments and/or recommended corrections which shall be included in the file. The Employer shall investigate any such disputes, and if any material is determined to be incorrect, it shall be removed from the Employee's official personnel file.

It is understood that a working file will be maintained at the facility which contains but is not limited to such items as a copy of an Employee's medical certificate, a copy of an Employee's CTO, tape talks, over-the-shoulder evaluations and similar items and is not considered an Employee's official personnel file and is maintained by management. Employees are entitled to access this working file.

**ARTICLE 21
INJURY COMPENSATION**

Section 1. The Employer agrees to comply with applicable workers' compensation laws and regulations. The Employer, upon learning of an Employee's work-related injury and claim under the applicable workers' compensation act, shall advise the Employee of the right to file a claim for benefits. The Employer shall make workers' compensation claim forms available at all facilities.

Section 2. The Employer will report any notice of injury to the appropriate carrier in a timely manner.

**ARTICLE 22
EMPLOYEE RECERTIFICATION**

Section 1. An Employee who is operationally decertified and assigned to a training and/or recertification program in accordance with FAA Orders and other appropriate regulation(s) or policy, will be given written notice within seven (7) days of the specific reasons for the action, unless otherwise waived by the parties.

Section 2. The Employee and the Union representative shall have an opportunity to review the information used in making the determination to place the Employee in a training and/or recertification program, and to discuss the reasons for making the determination. Upon request, the Employee shall have a copy of same. This review will be accomplished on duty time.

Section 3. When an Employee is to be given remedial training, it shall be in accordance with Article 19 of this Agreement. If remedial training is the result of decertification, the Employee will be notified in writing of the skill level required for recertification on each position of operation, as appropriate.

Section 4. If training is to be provided before or during recertification, it shall be individually developed and shall only be administered to correct identified deficiencies and shall normally be scheduled during the Employees' normal duty hours. If necessary, the Employer may adjust the Employee's schedule to allow the Employee to recertify as soon as possible.

ARTICLE 23 POSITION DESCRIPTIONS

Section 1. The Employer shall provide each Employee a position description, which reflects the duties of the Employee's position at the facility.

Section 2. The primary duties of Air Traffic Controller Employees are those directly related to the control and separation of aircraft, as well as weather observing and reporting, as required. Duties assigned to an Employee shall bear a reasonable relationship to the Employee's official position description.

Section 3. All proposed changes to the position description of Employees shall be subject to notice and bargaining pursuant to Article 7 of this Agreement.

ARTICLE 24 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer shall continue to provide the Employee Assistance Program for Employees. The purpose of the program is to assist Employees with personal problems.

Section 2. Participation in the Employee Assistance Program shall be voluntary.

Section 3. The Employer shall advise all Employees of the specifics of this program on an annual basis.

ARTICLE 25 OVERTIME

Section 1. Overtime will be paid in accordance with Department of Labor Regulations and other applicable law. The rate of overtime for work performed in excess of forty (40) hours in any one (1) work week shall be one point five (1.5) times the Employee's regular rate of pay

Section 2. The Parties at the facility level will negotiate equal distribution of overtime.

Section 3. If an Employee is called in and works on their regular day off, the Employee shall be provided the opportunity to work at least four (4) hours.

Section 4. When Employees are called in before or held over past their regularly assigned shift, the Employee will be provided the opportunity to work one (1) hour.

ARTICLE 26 MEDICAL QUALIFICATIONS

Section 1. An initial 2nd class medical certificate, at the Employee's expense, is required for initial employment pursuant to Federal Aviation Administration rules and regulations. The Employer will pay for required subsequent routine annual 2nd class medical examinations, and the Employee will provide the Employer a copy of the current 2nd class medical certificate along with a copy of the statement for reimbursement.

Section 2. The Aviation Medical Examiner (AME) or FAA medical personnel will decide if the Employee does or does not meet the 2nd class medical standards.

- a. If the AME or FAA medical personnel believe that further medical evaluation or reports by selected physicians or other medical specialists are necessary to determine if the Employee meets the standards, such evaluations or reports shall be authorized and, if there is any cost involved, paid by the Employee.
- b. If an Employee does not meet the medical standards, the Employee may submit further medical evaluations or reports to FAA medical personnel in order to obtain initial or special consideration. All transportation and expenses will be borne by the Employee.

Section 3. Routine 2nd class medical examinations required by FAA rules and regulations shall be scheduled on duty time, unless an Employee requests otherwise. Any subsequent, non-routine testing or examination(s) required to obtain a 2nd class medical certificate shall be on non-duty time. The ATM and Employee shall coordinate to ensure a 2nd class medical examination is scheduled prior to the last day of the month in which an Employee's medical certificate expires.

Section 4. Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration of the appropriate certifying official.

Section 5. An Employee whose 2nd class medical certificate is suspended or revoked may appeal such a determination in accordance with applicable laws, rules and regulations. An Employee shall be authorized the usage of all leave accumulated and accrued during the appeal process. After all leave has been exhausted the Employee shall be placed in a layoff status pursuant to Article 15 of this Agreement.

Section 6. In the event an Employee's 2nd class medical certificate is suspended on a temporary basis, not to exceed seven (7) days, the employee may be assigned other facility duties to the extent such duties are available.

Section 7. Any Employee must notify the Company if his or her 2nd class medical certificate has been revoked, suspended, denied, or is otherwise no longer current and valid within 48 hours, but in no case later than the start of the next assigned shift. This includes written notice from an AME or FAA medical personnel that their 2nd class medical certificate may be in jeopardy.

ARTICLE 27
MEAL PERIODS AND BREAKS

Section 1. Breaks are defined as a period of time during which no duties are assigned to an Employee. Employees are subject to recall.

Section 2. On each shift, the Employer shall provide for an uninterrupted thirty (30) minute paid break away from operational position for meals. During the thirty minute meal break, requests for Employees leaving the facility for short periods of time shall not be unreasonably denied. To the extent practicable, meal periods will occur at or around the mid-point of an Employee's shift.

Section 3. After the Employee has signed on to his/her shift, operational and staffing requirements permitting, the Employer will provide the Employee two (2) paid relief breaks not to exceed fifteen (15) minutes each.

ARTICLE 28
PERSONAL PROPERTY REPLACEMENT

Section 1. Should any personal property (clothing, watch, glasses, etc.) belonging to an Employee become damaged or destroyed, through no personal fault of the Employee, while the Employee is performing assigned duties, the Employer will assist the Employee in filing a claim for reimbursement/replacement with the appropriate authority.

Section 2. Should reimbursement/replacement as provided by Section 1 not be covered, the Employer will reimburse an Employee for the actual cost of the property damaged or destroyed not to exceed one hundred fifty dollars (\$150.00). This Section does not apply to damage caused by acts of God.

ARTICLE 29
CRITICAL INCIDENT STRESS DEBRIEFING (CISD)

Section 1. The Employer will proactively manage the common disruptive physical, mental, and emotional factors that an Employee may experience while on-duty, after a critical incident, (i.e., accidents/incidents, such as an aviation disaster with loss of life, the work-related death of a co-worker, acts of terrorism, exposure to toxic materials, prolonged rescue or recovery operations, and natural disasters such as earthquakes and hurricanes). Upon request, an Employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

Section 2. The use of the EAP services will be provided in accordance with the provisions of Article 24 of this Agreement.

Section 3. Whenever possible, an educational briefing regarding critical incident stress will be offered to all Employees at an affected facility.

ARTICLE 30
UNION PUBLICATIONS AND USE OF EMPLOYER'S FACILITIES

Section 1. The Employer where feasible will provide necessary space at the facility where Employees are employed, in a non-work area, for a Union furnished bulletin board for the posting of Union materials. The content of any material placed on the Union bulletin board shall not be restricted, censored, altered or removed by the Employer.

Section 2. The Union is authorized to conduct Union business in the Employer's facilities where Employees are employed in non-work areas and during non-working time of any Employee participating in the Union business. It is understood that the tower cab is a work area.

Section 3. The Union may distribute materials to Employees in the Employer's facilities in non-working areas during non-working times. Where feasible, the Union may place a file cabinet in an Employer's facility where Employees are employed. The location of the file cabinet will be by mutual agreement of the Principal Facility Representative and the ATM.

Section 4. The Union may place a Union reading binder in each facility in a non-work area where Employees are employed, in order to communicate with and inform the Employees. Where space in a non-work area is not available, the reading binder may be placed in a work area. The Employer shall not censor, restrict, alter, destroy or remove items from the Union reading binder. The binder shall be strictly limited to official Union business.

Section 5. The Principal Facility Representative may send and receive mail through the Employer's address at no expense to the Employer and the Employer is not responsible for any such mail.

Section 6. The ATM and Principal Facility Representative shall meet to determine how to provide, and the Company will provide, Employees with a suitable place for mail in each facility where Employees are employed. The Union may place materials for Employees in such places.

Section 7. The ATM, upon the Principal Facility Representative's request, will provide space for Union meetings as space and scheduling permit, provided such meetings are limited to Union official(s) meeting with Employees of the specific facility where the meetings may be held.

Section 8. The Employer will provide for the use of personal lockers to Employees, where available.

ARTICLE 31
CONTROLLER PERFORMANCE

Section 1. The Parties recognize that each Employee is responsible for ensuring that their performance conforms to established standards. In the event of a difference of professional opinion between an Employee and the ATM, the ATM may relieve the Employee from the operational position. In the event the ATM relieves the Employee from the operational position, the ATM shall assume responsibility for the decision and the Employee shall be immune from

any action, disciplinary or otherwise, which might otherwise result from complying with the ATM's instructions.

Section 2. In the event a ATM relieves an Employee from the Employee's operational position because of alleged unacceptable performance of duty, the ATM shall provide, upon request of the Employee, a written explanation of reason(s) for the action as soon as practicable but no more than seven (7) days. The written explanation is not a notice of proposed action, disciplinary or otherwise.

Section 3. The Company shall not dictate the techniques or the manner in which an Employee provides air traffic control services so long as they are consistent with FAA and Company rules and regulations. This will not interfere with the Company's right to perform voice recording reviews and other performance discussions.

ARTICLE 32 PARKING

Section 1. The Parties recognize that parking is normally under the control of the Airport Manager or the FAA. The Employer will make all reasonable efforts to provide safe and appropriately lighted, adequate parking as close to the facility as possible. Parking shall be at no cost to the Employee.

Section 2. Where outdoor electrical outlets are provided, the Employer shall make all reasonable efforts to make access available for the use of Employees.

ARTICLE 33 AIR TRAFFIC CONTROL FACILITY EVALUATIONS

Section 1. The Union recognizes the right of the Federal Aviation Administration ("FAA") to conduct periodic Air Traffic Control Facility evaluations and follow-ups in accordance with the FAA's rules, regulations and procedures.

Section 2. The Employer shall provide the Principal Facility Representative with a copy of the final report of an evaluation and/or follow-up. The Principal Facility Representative will assist the ATM in remedying any deficient area identified in the evaluation.

Section 3. Employees will participate in internal evaluations of the Company at the facility where employed in an on-duty status.

Section 4. The Employer shall notify the Union at least 30 days in advance of any scheduled FAA evaluation or follow-up. If the Employer receives less than 30 days notice from the FAA of an evaluation or follow-up, the Employer shall notify the Union immediately.

Section 5. Should the Employer, elect to formally interview any Employee regarding any operational or other facility or service assessment, the individual, upon their request, shall be afforded Union representation. The Union representative will be on duty time. If a third party requests an interview of an Employee, the Employer shall coordinate with the Union at the National Level.

Section 6. When a scheduled or required operational evaluation, audit or assessment is conducted at an air traffic facility, the Union at the local level may designate one (1) member to serve on the evaluation team. The designee shall function at the direction of the evaluation team leader as a full member of the evaluation team. The Union designee shall participate in a duty status. The Union designee will attend discussions and debriefings to facility management whenever the full team is assembled for the purpose of such discussions or briefings. Upon request, the Principal Facility Representative will be allowed to attend the final debriefing, on duty time.

**ARTICLE 34
VACATION AND PERSONAL DAYS**

Section 1. Vacation leave shall be provided in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
After one (1) year of service	Two (2) weeks
After five (5) years of service	Three (3) weeks
After fifteen (15) years of service	Four (4) weeks
After twenty (20) years of service	Five (5) weeks

There is no monthly, daily or hourly accrual of vacation. Vacation leave is credited on the Employee's employment anniversary date in accordance with this Section. In calculating years of service, continuous employment with the predecessor employer at the site where the Employee is employed at the time Midwest took over operation of the site will be counted as years of service for purposes of vacation leave only.

Section 2. Vacation benefits are intended as compensated time away from work. Unused vacation leave in excess of the maximum carryover allotment of one hundred (100) hours must be used within the ninety (90) days immediately following their employment anniversary date or it is lost. If circumstances prohibit an Employee from taking vacation (such as staffing or other unique events), alternate arrangements may be made with the Employer to ensure the integrity of the Employee's vacation benefits. Alternate arrangements will be considered on a case-by-case basis and always require Employer approval.

Section 3. Employees with unused vacation in excess of the one hundred (100) hours permissible carry over as stated above in section 2 at the time of the ratification of this Agreement shall have one (1) year to take vacation to eliminate such excess. Employees who do not eliminate such excess within one (1) year of the ratification of this Agreement may be placed in vacation status at the discretion of the Employer.

Section 4. Unused vacation, less deductions, will only be paid on separation of employment or termination of the contract between the Employer and the FAA or other contracting entity.

Section 5. To the extent operationally feasible, Employees will have the opportunity to take at least two (2) consecutive weeks of vacation leave during the year by seniority.

Section 6. The ATM and the Principal Facility Representative will cooperate for the purpose of permitting Employees to take vacation leave of their choice. Employees must make their request for vacation leave at least thirty (30) days before the monthly watch schedule is posted otherwise, vacation leave will be on a first come first serve basis. In the event of a conflict between vacation leave requests, seniority shall prevail.

Section 7. Spot vacation leave must be requested and approved in advance and may be taken in no less than thirty (30) minute increments.

Section 8. The Employer agrees to provide three (3) Personal Days for Employee personal use each calendar year. Three (3) Personal Days will be added to the Employee's leave balance during the first pay period of the calendar year. Personal Days are not carried over from year to year. Employees must use their Personal Days by the end of the calendar year or they are lost. Personal Days may be used in accordance with the procedures pursuant to section 7, or Personal Days may be used for Employee personal emergencies.

Section 9. Bereavement Leave: During periods of stress caused by the death of a family member, an Employee, upon request, shall be excused from work without pay for up to three (3) days. For purposes of this section, a family member is defined as an Employee's spouse, domestic partners (both same sex and opposite), child (to include step and adoptive children), mother, father, sister, brother, grandparents, grandchildren and like in-laws. Employees must promptly notify their ATM of their request for bereavement leave. Employees may use any available vacation leave or personal days in lieu of leave without pay for bereavement leave.

Section 10. Jury Duty: Performance of jury duty is considered a basic civic responsibility. When an Employee is summoned for jury duty and is required to serve on a regular work day during work hours which the Employee would otherwise be scheduled to work, the Employee will be granted leave without pay for the duration of such jury duty. The Employee may use any available vacation leave or personal days in lieu of leave without pay for jury duty. Employees receiving a jury summons must present the summons to the ATM promptly after receipt of such summons and must furnish the ATM with proper written documentation of performed jury duty and fees received upon their return to work.

Section 11. Employees enlisted or entering the military of the United States shall be granted the rights and privileges provided by applicable federal laws.

ARTICLE 35 HEALTH AND WELFARE

Section 1. Unless an Employee meets a qualified exemption under the Company's benefit plan ("Plan"), all Employees are required to participate in the Plan including the major medical benefit.

Section 2. The Employer will contribute to the Employee's health and welfare benefits at the rate of \$4.27 per hour worked, for purpose of providing health and welfare benefits for each Employee as described in this Article. Beginning in August of 2016 and annually each August thereafter, the Parties will negotiate the health and welfare hourly contribution rate above and will use the applicable wage determination's health and welfare hourly contribution rate and the cost

of the employee only health care insurance coverage as references to adjust such amount. Any such adjustment shall become effective on October 1st of the year (the first day of the Federal government's fiscal year).

The Employer agrees that benefit monies are paid on all hours paid, up to a maximum of forty (40) hours per week and two thousand and eighty (2080) hours per year, excluding any premium pay for holidays worked and pay for granted and unused vacation as provided in Article 34, Section 4.

Section 3. The Employer, to the maximum extent possible and subject to availability, will continue to provide an employee only health care plan, other Employer-offered health care plans, dental, vision, life and AD&D, short term disability and a hospital indemnity plan in accordance with its present policy; provided that should the Employer's policy change to provide a greater level of benefits to non-bargaining unit employees Company-wide, such changes will also be made to the benefits provided under this Article. If during the life of this Agreement the cost of the employee only premiums exceeds the amount of the negotiated health and welfare hourly contribution rate for that year, the Union and the Employer shall negotiate the effects of these premium increases retroactive to the date the premiums exceeded the amount previously negotiated.

Section 4. A pension/401(k) Retirement Plan will be provided for all Employees. Employees will have any benefit monies remaining after deduction of selected benefits options deposited into his/her pension/401(k) account. Employees may elect to have a specified amount or a specified percentage within limits of federal law, withheld from their regular pay and deposited into his/her pension/401(k) plan. Deposits into the pension/401(k) plans will be pursuant to the Employer's schedule.

ARTICLE 36 PROTECTIVE PROVISIONS

Section 1. The Parties recognize that events beyond their control may affect the general terms and conditions of employment specified in this Agreement. One example of such an event would be modification and/or termination of the contract under which one (1) or more facilities covered by this Agreement are operated. When such an event becomes imminent or occurs, the Parties shall promptly meet to negotiate its effects.

Section 2. In the event another contractor replaces the Employer, this Agreement will terminate simultaneously with such event at the facility or facilities affected. However, the Employer will be liable for any outstanding obligations prior to the termination of this Agreement.

ARTICLE 37 WAGES

Section 1. Employees shall receive base hourly wage rate increases as follows:

- October 1, 2016 - 1.3%
- October 1, 2017 - 1.5%
- October 1, 2018 - 1.75%

- October 1, 2019 - 2%

Wage rates vary by facility and may be found in Appendix I.

Section 2. Employees who work between the hours of six o'clock pm and six o'clock am shall receive 1.1 times the employee's base hourly rate of pay for each hour worked after six o'clock pm and before six o'clock am.

Section 3. Paid leave shall be considered hours worked for the purpose of computing overtime.

Section 4. All hours worked on Sunday shall be paid at 1.25 times the Employee's basic hourly rate for each hour of Sunday work.

ARTICLE 38 DRESS CODE

Section 1. Employees shall groom and attire themselves in a neat, clean manner that will not erode public confidence in the professionalism of the air traffic controller work force.

ARTICLE 39 EMPLOYER DOCUMENTS

Section 1. FAA and Employer directives, handbooks, policies, orders, rules and regulations shall be maintained and/or be available electronically at all NATCA represented facilities. These directives shall be made available, during normal administrative office hours, for use by Employees.

Section 2. After normal administrative hours, the Company shall make such information available to the Principal Facility Representative, or his/her designee.

ARTICLE 40 SURVEYS

Section 1. The Employer shall not conduct surveys of Employees without providing the Union an opportunity to comment on the questions and related issues. The Union shall be provided with an advance copy of any survey, prior to distribution.

Section 2. Surveys shall be conducted on duty time.

Section 3. The Union shall be provided with the geographical/organizational distribution of surveys which are distributed on a random sample basis.

Section 4. The Union shall be afforded the opportunity to review and comment in advance on any publication based on or derived from survey results.

Section 5. The Union shall be provided a copy of survey results at the same time they are distributed.

Section 6. Participation in surveys shall be voluntary. To assure the anonymity of survey comments Employees shall be provided access to a computer.

Section 7. A Union representative shall participate in all debriefing and action planning involving Employees.

Section 8. Survey results, whether internal or external, shall not be used to discipline.

ARTICLE 41 SUBSTANCE TESTING

Section 1. All substance testing shall be done in accordance with applicable laws, and this Agreement.

Section 2. An Employee who wishes to have a Union representative present during the drug testing process shall be permitted to do so. The representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. At the request of the Employee, if a Union representative is not readily available the test will be rescheduled within DOT timeline requirements.

Section 3. An Employee who wishes to have a Union representative present during the BAT testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not delayed. The representative will be permitted to observe the actions of the collector/BAT, but will not interrupt or interfere with the collection process in any manner. If a Union representative is not readily available the Employee will be allowed to confer telephonically for a reasonable period of time not to exceed ten (10) minutes, prior to testing.

Section 4. Only Employees who are in a duty status shall be subject to substance testing.

Section 5. Every reasonable effort shall be made to accommodate Employee requests for leave immediately upon completion of a drug test in order to allow the Employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

Section 6. The Union shall be provided the results of any DOT/FAA audit of the Employer's substance testing program that impacts NATCA represented facilities upon final disposition.

Section 7. Nothing in this Article shall be construed as a waiver of any Employee, Union, or Employer right.

**ARTICLE 42
TRAVEL EXPENSES**

Section 1. The Employer may authorize or require Employees to travel in performance of job related activities. Reimbursement for travel expenses in such cases shall be the responsibility of the Employer, as specified by this Article.

Section 2. Employees authorized to travel by personal vehicle shall be reimbursed for mileage at the US Government Mileage rate in place at the time of travel.

Section 3. Transportation by commercial aircraft may be directed by the Employer. Reimbursement for coach fare tickets, plus any associated fees and baggage allowance, shall be at actual cost.

Section 4. Parking and tolls shall be reimbursed at cost; however, Employees are expected to utilize the most economical option, within reason (i.e., long term airport parking versus short term).

Section 5. Meals shall be reimbursed at government approved per diem applicable to the city and date in which the travel occurs according to www.gsa.gov.

Section 6. The Employer will not reimburse Employees for traffic tickets. Alcoholic beverages will not be reimbursed.

Section 7. Lodging shall be reimbursed at government approved per diem applicable to the city and date in which the travel occurs according to www.gsa.gov. If the Employee's hotel expense will exceed government approved per diem, the Employee must have prior written approval from their Area Manager or the additional expense will not be reimbursed.

Section 8. The use of single rooms will be authorized.

Section 9. The Employer reserves the right to make all travel arrangements including, but not limited to, airfare, lodgings, etc. Should the Employer elect to make such travel arrangements, it shall accommodate the smoking habits of the Employee wherever feasible.

Section 10. Business expense reports must be completed, supported by receipts for all expenses, which are reimbursable, and presented to the ATM within 30 days of travel completion. Reimbursement will be made not later than 30 days following receipt by the Employer's Accounting department.

Section 11. Employees may utilize their personal credit card for travel expenditures. Employees will not be required to apply for, or maintain, a corporate sponsored credit card.

**ARTICLE 43
OCCUPATIONAL SAFETY AND HEALTH**

Section 1. The Company shall abide by applicable regulations of the Assistant Secretary of

Labor for Occupational Safety and Health and such other applicable regulations as may be promulgated by appropriate authority.

ARTICLE 44
NEW FACILITIES/CURRENT FACILITY EXPANSION

Section 1. The Parties recognize that mutual benefit may be derived from Company and the Union being involved in any planning to build a new ATC facility, or expanding and/or remodeling an existing facility.

Section 2. When the Employer is invited by an outside entity to participate or be involved in project planning, the Employer agrees to keep the Union apprised on matters effecting potential working conditions of the Employees. Should the Company be requested to provide ATC subject matter expertise (SME) on any project planning group/committee, the Employer will allow the Union at the appropriate level to designate an SME to support, any project planning group or committee, operational requirements permitting. The Employer, upon request, shall make reasonable efforts to adjust the designee's schedule to attend Company-authorized project planning group or committee meetings in a duty status.

Section 3. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Company right under this Agreement and/or the law.

ARTICLE 45
AUTOMATIC EXTERNAL DEFIBRILLATION (AED)

Section 1. Within 120 days of the signing of this Agreement, the parties shall each designate a representative to jointly petition the Employer's building owners to develop and implement a Public Access to Defibrillation (PAD) program.

ARTICLE 46
NATIONAL TRANSPORTATION SAFETY BOARD (NTSB)

Section 1. The Parties recognize that the right of Union Representatives to participate in NTSB investigations is at the complete discretion of the NTSB. Should the NTSB allow a Union representative to participate, the following procedures shall apply to such representative to be named by the Union.

Section 2. The Union will provide the Employer with the name of the NTSB representative. If necessary, the representative, if a member of the NTSB team, will be permitted reasonable access to the Employer's facilities, subject to advance notification.

ARTICLE 47
WHISTLEBLOWER PROTECTION

Section 1. The Employer shall not retaliate against an Employee for initiating, in good faith, federal investigations or other official proceedings to protect the safety of the National Airspace or to ensure a discrimination free workplace.

Section 2. The Employer shall not retaliate against an Employee for reporting, in good faith, unsafe circumstances or witnessed acts of discrimination by management or other employees to Midwest management or other senior officials within the Company.

Section 3. Retaliation is defined as the targeting of the whistleblower with reductions in compensation or benefits on account of an Employee's whistleblower activities. However, the Employer may investigate and address any frivolous claim that is brought in bad faith or without basis in fact.

ARTICLE 48
WAIVER OF OVERPAYMENT

Section 1. The Employer shall not discipline Employees in connection with an overpayment of wages or other indebtedness, unless the overpayment or indebtedness was the result of the Employee's fraud or deception.

Section 2. The Employer shall not be entitled to repayment of an overpayment of wages or other indebtedness, unless (1) the Employee knew about the overpayment or other indebtedness or reasonably should have known, and (2) the Employer notified the Union and the Employee of the overpayment of wages or other indebtedness within one (1) year of the overpayment or other indebtedness.

Section 3. The Employer shall not impose any deductions in Employees' wages as the result of an overpayment of wages or other indebtedness, unless the Employee has provided written authorization for such deductions. The Employee may refuse to provide such written authorization.

Section 4. If the Employee disputes the alleged overpayment of wages or other indebtedness the Employee must file a grievance in accordance with Article 9 of this Agreement. No monies shall be collected or withheld until final adjudication of the grievance.

ARTICLE 49
HARDSHIP TRANSFERS

Section 1. The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the Employee and the Employer. This Article is not intended to address emergency situations that may occur, where the Employer determines that immediate action is necessary to protect the health and welfare of the Employee and/or immediate family.

Section 2. Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

- I. The medical condition of the Employee, the Employee's spouse, or dependent children residing in the Employee's household requires a geographical move from the Employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.
- II. Transfer of an Employee to another geographical area, when the Employee or Employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the Employee or Employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship.
- III. Transfer of an Employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an Employee to a different geographical area would allow the Employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

All relevant factors shall be considered for each condition, but a minimum shall include:

- a. Whether the Employee previously used this issue as a hardship;
- b. Other unique circumstances; and
- c. The distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, Employees must provide a list of all facilities and/or cities that will meet the needs of their specific hardship.

Section 3. An Employee requesting a hardship transfer shall submit a written request through the Union's Director of Labor Relations at the National Level. The request shall include at least the following:

- a. A statement that the Employee is requesting a transfer in accordance with transfer procedures contained within this CBA, and this Article;
- b. Facility/geographical area(s) the Employee is requesting;
- c. The reason(s) justifying the hardship need and all supporting documentation;
- d. A statement that the Employee understands that this hardship transfer is primarily in the interest of the Employee and relocation is at no expense to the Employer; and
- e. Appropriate release(s) from the Employee authorizing the Parties to contact the appropriate sources as applicable to the request for the purpose of validating or clarifying any supplied documentation.

Section 4. The Union will ensure that the request falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the Employee. Once the package is complete it will be forwarded to the Employer.

Section 5. The Employer will make every reasonable effort to accommodate the Employee's transfer to NATCA-represented facilities. If the requested facility is unavailable, due to current staffing levels, the Employer shall forward a written justification to the Employee along with a list of all alternative, NATCA-represented facilities in the geographical area, which could possibly fit the needs of the affected Employee.

The Employer may, at its sole discretion, offer hardship transfers to non-NATCA-represented facilities.

Transfers under this Article shall not be constrained by the provisions of Article 17; however, release under this Article shall not negatively impact Employees who have already received release dates. If the Employer determines that the request cannot be accommodated due to staffing, the request will remain active for twelve (12) months and reviewed every three (3) months by the Parties at the national level. After each three (3) month review, a notice will be sent to the Employee regarding the disposition of the request.

Section 6. If the Employee does not accept one of the alternatives, the response shall be documented and placed in the Employee's hardship request file. The Employee's original request will be held for twelve (12) months and reviewed at the national level every three (3) months. If multiple requests in the same category are competing for a single vacancy, they will be accommodated on a first come, first serve basis.

Section 7. After twelve (12) months, the application and all associated documentation will be properly discarded.

ARTICLE 50 VOLUNTARY ALLOTMENTS

Section 1. In addition to the regular deductions for national and local Union dues, the Employer shall permit Employees to voluntarily designate up to two (2) additional allotments from their pay to be forwarded to the Union, provided said allotments are for a lawful purpose.

Section 2. An Employee electing to have a voluntary deduction shall complete a Voluntary Deduction Election Form. On this form the Employee will designate the institution and the amount he/she elects to have regularly deducted from their pay and forwarded to the Union. The Employee shall forward this form to the Union, which shall review the form for completeness and forward it to the Employer.

Section 3. Upon receipt of the completed Voluntary Deduction Form, the Employer shall deduct the amount designated on the form from the Employee's salary in each pay period. The

Employer shall remit the total accumulated deductions to the Union in a single payment each pay period.

Section 4. The Employer shall forward to the Union a detailed report by facility listing each Employee, the Employee's address, and amount withheld in support of the amount remitted each pay period. If desired, the list may be provided electronically.

Section 5. Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for either electing or cancelling a voluntary deduction.

ARTICLE 51 LEGISLATIVE ACTIVITIES

Section 1. Once annually, absent an emergency or other special circumstance, a total of twenty-four (24) hours of duty time in a paid status shall be granted to the Union for Employees participating in activities related to its Lobby Week.

Section 2. The Union shall provide the Employer at least thirty (30) days written notice indicating the date(s) and the names of the Employees designated by the Union who will be utilizing this grant of time.

Section 3. The granting of this time shall take precedence over the approval of pending annual leave requests for the date(s) requested.

ARTICLE 52 DATA SECURITY

Section 1. The Employer shall ensure the privacy and treat as confidential all Employee records, including, but not limited to, Employee addresses, phone numbers, email addresses, social security numbers, financial information, and medical records. Employee confidential records shall be disclosed only as required by law; by operational contract requirements or procedure which may include, but is not limited to, workman's compensation insurance, medical/dental insurance, 401k enrollment, security clearance, background check, local building access, direct deposit, etc.; this Agreement; or with the consent of the Employee. The Employer shall not be responsible for information that becomes publicly known through the voluntary action of the Employee, not as a result of the Employer's breach of data security.

Section 2. If Employee records in the custody of the Employer are lost, stolen, or improperly disclosed, the Employer will immediately notify the Union and the affected Employee(s), and the Employer will resolve the breach of security, and take reasonable measures to prevent reoccurrence of the breach and notify the Union of the measures. The Employer shall negotiate with the Union over what steps it will take to mitigate the effects of the breach on Employee(s).

Section 3. The Employer shall comply with all applicable Federal, State and Local laws, rules, and regulations relating to privacy and confidentiality of Employee records.

ARTICLE 53
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Section 1. The Employer shall not require Employees or potential employees to sign a confidentiality agreement as a condition of employment, unless the confidentiality agreement has been approved by the Union. Confidentiality agreements shall not waive any rights of employees under Section 7 of the National Labor Relations Act or this Agreement.

Section 2. Any confidentiality and non-disclosure agreements previously signed by Employees are null and void and shall be expunged from the Employees' files and destroyed.

ARTICLE 54
EFFECT OF THE AGREEMENT

Section 1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any Employer rules, regulations, policies, orders, handbooks and practices which conflict with this Agreement. Any changes thereto will be in accordance with Article 7 of this Agreement. The Employer agrees to apply its rules, regulations, and directives and orders in a fair and equitable manner.

Section 2. The status of this Agreement and the Union's recognition will be governed by applicable law.

Section 3. In the spirit of cooperation, the Employer agrees not to intentionally undermine the Union by providing non-represented FAA Contract Tower Program employees with economic benefits in excess of those provided by this Agreement, except for economic benefits mandated by the FAA or the Department of Labor.

ARTICLE 55
DURATION

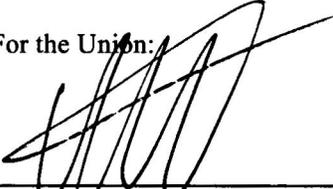
Section 1. This Agreement is subject to the approval of the Union's President, the Company's President and Chief Executive Officer, and bargaining unit member ratification. This Agreement shall become effective upon ratification and shall remain in effect until midnight March 1, 2020 and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement unless otherwise terminated as stated in this Agreement. The written notice must be given not more than one hundred twenty (120) calendar days or less than sixty (60) calendar days preceding the expiration date of this Agreement. If negotiations of a new Agreement are not completed prior to the expiration date of this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached.

Section 2. If any part of this Agreement is, or is hereafter found to be, in contravention of the laws or regulations of the United States or of any state having jurisdiction, such parts shall be superseded by the appropriate provisions of such law or regulation so as the same is in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such

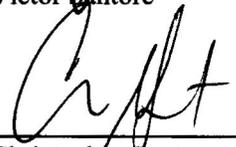
determination being made, the Employer and the Union will promptly negotiate and endeavor to reach an agreement upon a suitable substitute therefore.

Signed this 9th day of November 2016:

For the Union:



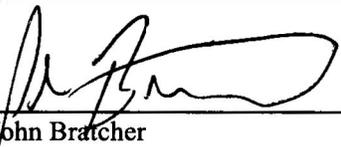
Victor Santore



Christopher Gant

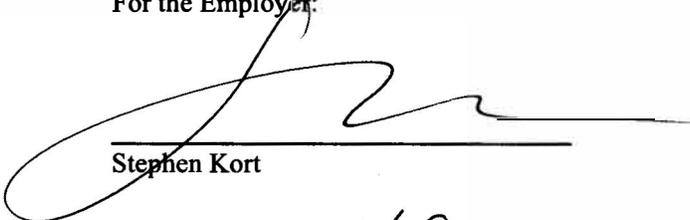


Tim Smith



John Bratcher

For the Employer:

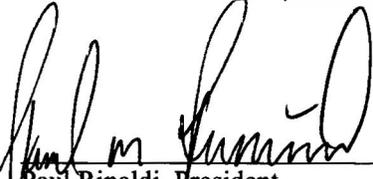


Stephen Kort

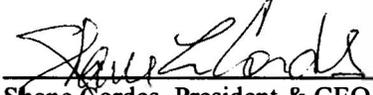


Andy Groth

This agreement between the National Air Traffic Controllers Association and Midwest Air Traffic Control Service, Inc. is effective September 30, 2016.



Paul Rinaldi, President
National Air Traffic Controllers Association



Shane Cordes, President & CEO
Midwest Air Traffic Control Service, Inc.



Patricia Gilbert, Vice President
National Air Traffic Controllers Association

**APPENDIX I
WAGE RATES**

Facility	Current Wage Rate	<u>2016</u> 1.3%	<u>2017</u> 1.5%	<u>2018</u> 1.75%	<u>2019</u> 2%
Hyannis, MA (HYA)	\$34.35	\$34.80	\$35.32	\$35.94	\$36.66
Baltimore, MD (MTN)	\$34.13	\$34.57	\$35.09	\$35.71	\$36.42
Ithaca, NY (ITH)	\$30.49	\$30.89	\$31.35	\$31.90	\$32.54
Newburgh, NY (SWF)	\$34.05	\$34.49	\$35.01	\$35.62	\$36.34
Worcester, MA (ORH)	\$34.35	\$34.80	\$35.32	\$35.94	\$36.66
Owensboro, KY (OWB)	\$31.55	\$31.96	\$32.44	\$33.01	\$33.67
Kenosha, WI (ENW)	\$34.50	\$34.95	\$35.47	\$36.09	\$36.82
La Crosse, WI (LSE)	\$30.49	\$30.89	\$31.35	\$31.90	\$32.54
Marion, IL (MWA)	\$30.49	\$30.89	\$31.35	\$31.90	\$32.54
Molokai, HI (MKK)*	\$30.44	\$30.84	\$31.30	\$31.85	\$32.48

*Subject to COLA

APPENDIX II

MIDWEST AIR TRAFFIC CONTROL SERVICE, INC. (MIDWEST)
and
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO (NATCA)

AVIATION SAFETY ACTION PROGRAM (ASAP)
MEMORANDUM OF UNDERSTANDING

1. **GENERAL.** Midwest provides air traffic control and aviation-related services domestically and internationally.
2. **PURPOSE.** The FAA, Midwest and NATCA are committed to improving Air Traffic Control (ATC) system safety. Each party has determined that safety would be enhanced if there were a systematic approach for all ATC operational personnel to promptly identify and correct potential safety hazards. The primary purpose of the Aviation Safety Action Program (ASAP) is to identify safety events and implement skill enhancement and system corrective action to reduce the opportunity for safety to be compromised. In order to facilitate safety analysis and system corrective action, all stakeholders join the FAA in voluntarily implementing this ASAP for eligible Midwest personnel, which is intended to improve flight safety through voluntary, non-punitive self-reporting, cooperative follow-up, and appropriate skill enhancement or system corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.
3. **BENEFITS.** The program will foster a voluntary, cooperative, non-punitive Reporting Culture for the open reporting of safety problems and events. Through such reporting, all parties to this MOU will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop skill enhancement or system corrective action to help solve safety issues and eliminate deviations from applicable ATC directives and procedures. For a report accepted under this ASAP MOU, FAA will use lesser or no action and Midwest will not use the information to support disciplinary action to address an event involving possible non-compliance with applicable ATC directives.
4. **APPLICABILITY.** This ASAP applies to Midwest Air Traffic Control (ATCS) personnel involved with air traffic operations of Midwest and only to events that occur while acting in that capacity. Reports of events involving apparent non-compliance with ATC directives that are not inadvertent or that involve intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification of official government or company documents are excluded from the program.
5. **DEFINITIONS.** Intentional disregard for safety – Knowingly introducing a substantial and unjustifiable risk into the NAS.
6. **PROGRAM DURATION.** This is a Demonstration Program, the duration of which shall be 18 months from the date this MOU is signed by all parties. If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ASAP may be terminated at any time, for any reason, by Midwest, the FAA, or NATCA. The termination or modification of the program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in

progress will be handled under the provisions of the program until they are completed.

7. REPORTING PROCEDURES. When an eligible individual observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

- (a) **ASAP Report.** At an appropriate time, the employee should submit a report via the ASAP website <https://safer-fct.org> for each safety problem or event within the time limits below.
- (b) **Time Limit.** Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraph 11(a) of this MOU. Reports that the Event Review Committee (ERC) determines to be non-sole source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes.
- (1) Within 24 hours after the end of the duty day for the day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and the employee's shift for that day ends at 1900 hours, the report should be filed no later than 1900 hours on the following day (Tuesday). In order for all employees to be covered under the ASAP for any apparent non-compliance with ATC directives resulting from an event, they must submit individual reports for the same event. If the ASAP system is not available to the eligible individual at the time he or she needs to file a report, the employee must contact the ASAP hotline, within the prescribed time limit, and state an intention to file. Such report must be filed within 72 hours of notification.
- (2) Within 24 hours of having become aware of possible non-compliance with ATC directives, provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 7(b)(1) above, the ERC will review all available information to determine whether the individual knew or should have known about the possible non-compliance with ATC directives within that time period. If the ERC determines that the employee did not know or could not have known about the possible non-compliance with ATC directives until informed of it, then the report will be included in the ASAP, provided the report is submitted within 24 hours of having become aware of possible non-compliance with ATC directives, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible non-compliance with ATC directives, then the report will not be included in ASAP.
- (c) **Non-reporting employees covered under this MOU.** If an ASAP report identifies another covered employee in an event involving possible non-compliance with applicable ATC directives and that employee has not submitted a report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible non-compliance with applicable ATC directives. If the ERC determines that the employee did not know or could not have known about the apparent possible non-compliance with applicable ATC directives, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting

employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided the other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notifications from the ERC, the possible non-compliance with applicable ATC directives by that employee may be referred to an appropriate office for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

- (d) Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another employee who is not covered under this MOU, and the report indicates that the employee may have been involved in possible non-compliance with applicable ATC directives, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under the ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit a ASAP report within 24 hours of notification from the ERC, the possible non-compliance with applicable ATC directives by that employee will be referred to an appropriate office for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.
8. **POINTS OF CONTACT.** The ERC will be comprised of one Midwest management representative, one NATCA Union representative selected by the Union, and one FAA delegate assigned as the ASAP oversight representative. The Midwest management representative will be designated as the ERC Chairman. The parties may utilize designated alternates to provide relief from operations and scheduling conflicts. Midwest will designate one person who will serve as the ASAP Manager/Analyst. The ASAP Manager/Analyst will be responsible for program administration, and will not serve as a member of the ERC.
9. **ASAP SYSTEM/ANALYST.** The ASAP system will capture the date and time that the report was submitted. The report will be entered on the agenda for the next ERC meeting. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP system will send a notification of receipt to each submitter who submits a report. The ASAP system will track each event, the analysis of those events, and the status of recommended corrective actions. The ASAP Manager/Analyst will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations.
10. **EVENT REVIEW COMMITTEE.** The ERC will review and analyze reports submitted by employees under the program, identify actual or potential safety problems from the information contained in the reports, and may propose corrective action or refer the issue to the appropriate Midwest department with recommended corrective action(s). The ERC will provide feedback to the individual who submitted the report regarding the status of the report.

- (a) The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends. The 12-month review is in addition to any other reviews conducted by the parties to this MOU.
- (b) The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a renewal of the continuing program is anticipated, the ERC will prepare and submit a report with the application to the FAA 60 days in advance of the termination date of the demonstration program.

11. ERC PROCESS.

- (a) The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP Analyst. The ERC will determine the time and place of the meeting. The ERC will meet on a monthly basis, or more frequently as determined by the number and severity of reports that have accumulated or the need to acquire time-critical information. Unscheduled meetings may be called as required. If all parties agree, a meeting may be held telephonically.
- (b) The ERC will make all decisions involving ASAP issues based on consensus. Consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report.

The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem, such as an operating deficiency or non-compliance with an ATC directive reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate offices within Midwest and the FAA that have the expertise and responsibility for the safety area of concern.

Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, FAAO 2150.3 and the applicable FAA contract with Midwest in the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s) and/or a qualification issue. The FAA will not use the content of the ASAP report in any subsequent enforcement action against the Company or employee, except as described in paragraph 12(a)(3) of this MOU.

- (c) It is anticipated that several types of reports will be submitted to the ERC: safety-related reports that appear to involve possible non-compliance with FAA and/or Midwest

manuals, procedures and/or policies; reports that are of a general safety concern, but do not appear to involve possible non-compliance with FAA and/or Midwest manuals, procedures and/or policies; and any other reports of an administrative or operational nature. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

- (1) The ERC will forward non-safety reports to the appropriate Midwest department for information and, if possible, resolution.
- (2) For reports related to safety, including reports involving possible non-compliance with FAA, and/or Midwest manuals, procedures and/or policies, the ERC will analyze the report and gather additional information concerning the matter described in the report, as necessary.
- (d) The ERC should also make corrective action recommendations for systemic issues. For example, such corrective action might include changes to procedures, or modifications to the training curriculum for employees. Any recommended changes that affect Midwest will be forwarded through the ASAP Manager/Analyst to the appropriate Midwest facility or manager for consideration, comment, and/or implementation as appropriate. Midwest, NATCA, and the FAA will work collaboratively to develop appropriate corrective actions for systemic issues. The ASAP Manager/Analyst will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action for a systemic issue that is not implemented as recommended should be recorded along with the reason.
- (e) ERC Recommendation: Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the event will be referred to the FAA member of the ERC for further action, as appropriate.
- (f) Use of the ASAP Report: Neither the ASAP narrative report nor the content of the ASAP narrative will be used to initiate or support any FAA action or company disciplinary action, except as provided in paragraph 12(a)(3) of this MOU. The FAA may conduct independent investigations of an event(s) disclosed in any report, and Midwest may initiate an investigation of an event(s) disclosed in a non-sole-source report.

12. ENFORCEMENT AND COMPANY ACTION.

- (a) Criteria for Acceptance – The following criteria must be met in order for a report to be covered under ASAP:
 - (1) The employee must submit the report in accordance with the time limits specified under paragraph 7(b) of this MOU;

- (2) Any possible non-compliance with applicable ATC directives disclosed in the report must be inadvertent and must not involve intentional disregard for safety; and,
 - (3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA and Midwest office for further handling. The FAA and Midwest may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. Midwest may use the content of such reports for appropriate company action. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Reports referred back under these circumstances will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.
- (b) Sole Source Reports – A report is considered a sole source report when all evidence of the event is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole source reports will be addressed with an ERC response with suggested corrective action, if applicable. It is possible to have more than one sole source report for the same event.
- (c) Reports Involving Qualification Issues – ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a submitter will be addressed with Skill Enhancement Training, if such action is appropriate and recommended by the ERC.
- (d) Excluded from ASAP – Reported events involving possible non-compliance with applicable ATC directives that are excluded from ASAP will be referred by the ERC to appropriate office(s) within the FAA and Midwest for any additional investigation, re-examination and/or enforcement action, as appropriate.
- (e) Corrective Action – When appropriate, the ERC will recommend corrective action for an employee who submitted an accepted ASAP report. All employee corrective action will address issues uncovered by the event reported. All corrective action involving the training of employee(s) will be considered as training to proficiency. Such employee training will be designed in a manner to assist the employee to correct any deficiencies identified through his/her ASAP report or investigation. Employees initially covered under ASAP will be excluded from the program and not entitled to any incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.
- (f) Systemic Corrective Action – Failure of the Company to complete the ERC recommended system corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter to the appropriate FAA organization for appropriate action.

(g) Repeated Instances of Non-compliance – Reports involving the same or similar possible non-compliance with applicable ATC directives as were previously addressed under ASAP may be accepted into the program at the discretion of the ERC. Those accepted must otherwise satisfy the acceptance criteria in section 11(a). The ERC will consider on a case-by-case basis the corrective action appropriate for such reports.

(h) Closed Cases – A closed ASAP case may be reopened and appropriate action taken if evidence is discovered later that establishes that the violation should have been excluded from the program.

13. **EMPLOYEE FEEDBACK.** The ASAP Manager/Analyst will provide regular feedback to the employees in a manner acceptable to the ERC. This may include a synopsis of the reports received from submitters at least quarterly via the appropriate communication method. The reports may be prepared with aggregate or summary information, and must include information regarding actions taken in response to ASAP reports. The synopsis reports will be redacted to ensure that neither the facility nor the submitter of individual reports can be identified. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

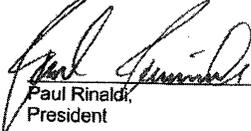
14. **INFORMATION AND TRAINING.** The details of the ASAP will be made available to all eligible employees and their supervisors. Each eligible employee will receive information on the program and instructions on how to submit reports. All eligible new-hire employees will receive training on the program and instructions on how to submit reports during their initial training. As necessary, recurring training will be made available to eligible employees.

15. **REVISION CONTROL.** Revisions to this MOU shall be documented using standard revision control methodology. Any modifications of this MOU must be accepted by all parties to the agreement

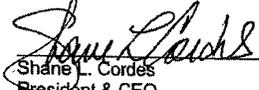
16. **RECORDKEEPING.** All documents and records regarding this program will be kept by the ASAP Analyst and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR, FAA directives, and all applicable law. Midwest and the FAA will maintain whatever records they deem necessary to meet their needs.

17. **SIGNATORIES.** All parties to this ASAP are entering into this agreement voluntarily.

For National Air Traffic Controllers
Association:

 Nov 3 2014
Paul Rinaldi, Date
President

For Midwest Air Traffic Control Service, Inc.:

 Nov 3 2014
Shane L. Cordes Date
President & CEO

For Federal Aviation Administration:

 12/3/14
Stephen Lloyd, Director for Safety Date

NATCA ASAP IMPLEMENTATION AGREEMENT PROPOSAL (U-1)

ARTICLE I
PROGRAM IMPLEMENTATION & TRAINING

Section 1. Prior to implementing the ASAP program, Midwest shall train all NATCA represented employees on how the automated reporting system is set up, tracked, stored, and generally operates. Training shall be developed and conducted collaboratively with NATCA.

Section 2. Midwest shall conduct regular new employee and new manager training on how the Midwest ASAP program operates and the respective duties of the participants. This training will be developed collaboratively with NATCA.

Section 3. Midwest shall ensure that all new members of the ERC have the ability to attend FAA provided ERC training.

Section 4. NATCA and Midwest shall jointly review and make recommendations for changing the ASAP reporting form and database prior to implementation.

Section 5. Members of the ASAP team, ERC ASAP Analyst and all visitors shall be required to sign non-disclosure agreements, and maintain strict confidentiality in regards to all information that they receive on account of their duties as members of the ERC.

Section 6. Midwest shall provide all information reasonably related to an incident (via the ASAP Analyst) that has been submitted to the ASAP Program, if requested by the ERC.

Section 7. The NATCA ERC Representative shall be on paid time while conducting ERC duties. Such duties shall include but not be limited to preparing for meetings, serving on the ERC, post ERC meeting follow-up, and any associated travel.

Section 8. Midwest shall pay for all necessary travel required for the NATCA ERC Representative to perform his or her duties.

ARTICLE II
NATCA REPRESENTED EMPLOYEE PROTECTION

Section 1. Midwest shall notify employees that they may file an ASAP report if they are involved in any of the following: MOR, risk analysis event (RAE), system service review (SSR), traffic management review (TMR), or covered event review (CER).

Section 2. Midwest shall, when operationally feasible, provide employees choosing to file an ASAP report time and a location to file a report.

Section 3. The ATM shall normally provide the ERC all relevant information or SET

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Section 2. Midwest shall, when operationally feasible, provide employees choosing to file an ASAP report time and a location to file a report.

Section 3. The ATM shall normally provide the ERC all relevant information or SET

recommendations within 3 administrative days of notifying the employee of the event. A review of an employee's performance during an occurrence is not disciplinary in nature. Such a review is necessary to consider whether additional action is appropriate. Supporting information must accompany any recommended corrective action.

NOTE- The ERC is interested in any additional information that the facility management, union representative, and submitter can provide that would help the ERC understand not only what happened during a safety event, but also why the event happened. If the facility intends to propose SET, they must supply the information relied upon to make that recommendation, for example, such as relevant portions of the employee's performance history, involvement in similar types of events, any ongoing training, and other performance directly related to this type of event. A joint proposal from facility management and the union representative provides the most useable feedback for the ERC.

Section 4. Midwest shall not take any action to decertify or discipline an employee for events covered by an accepted ASAP report.

Section 5. Midwest shall not use the exclusion of a report and/or associated messages by the ERC as a basis for discipline.

Section 6. Midwest shall consider a submitted ASAP report as accepted unless the ERC confirms otherwise.

Section 7. Midwest shall, as appropriate, return the affected employee to operational duty on some, none, or all positions while awaiting the ERC decision.

Section 8. When requested by a Party to this agreement, the ERC may meet to address a report or issue that requires immediate attention.

Section 9. When an employee is removed from operational status:

- He/she is not forced into a leave or non-pay status while awaiting the ERC decision;
- Employee's regular schedule and days off will not be changed without employee concurrence.
- Midwest will request immediate attention to this issue by the ERC.

Section 10. Midwest shall provide employees adequate time and resources to accomplish SET in a timely manner as recommended by the ERC for any accepted ASAP report.

Section 11. Midwest shall keep confidential, to the extent feasible, information requested by, and all SET recommended by the ERC.

Section 12. Midwest shall record ASAP SET as Type 4 training on FAA Form 3120-1 under "Major Subject Areas". The form will simply state "ASAP Training".

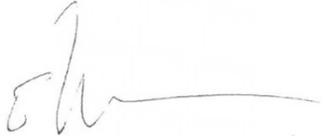
Section 13. The ATM shall give feedback to the ERC on training completion and/or qualification issues.

Section 14. Midwest shall respond to all information requests from the ERC/analyst and accomplish corrective action.

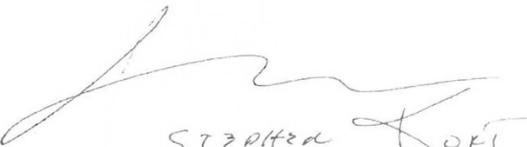
Section 15. Local documentation may be retained regarding incidents about which reports were accepted into ASAP. Incidents with an accepted ASAP report may not be referenced or used to support any disciplinary or decertification action and may be used as part of the rationale for SET only if that training is approved by the ERC.

Section 16. Personal records, notes, or diaries maintained by a supervisor with regard to his/her employees' involvement in incidents associated with an accepted ASAP report are restricted from use as a basis to support the following:

- A performance evaluation of less than fully successful, including initiation of an Opportunity to Demonstrate Performance.
- Denial of a promotion.
- Disciplinary or adverse actions.
- Decertification.


STEVE HANSEN 10/29/14


Nov 3 2014


STEPHEN KORK 10/29/14


Nov 3 2014

APPENDIX III

MEMORANDUM OF AGREEMENT BETWEEN THE NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION AND MIDWEST AIR TRAFFIC CONTROL SERVICE, INC.

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into by and between the National Air Traffic Controllers Association (“NATCA” or the “Union”) and Midwest Air Traffic Control Service, Inc. (“Midwest” or the “Company”), collectively known as “the Parties,” regarding the Molokai Air Traffic Control Tower, HI (“MKK”).

Section 1. MKK shall be subject to all of the terms and conditions of the Parties’ CBA except as modified herein.

Section 2. COLA: Bargaining Unit Employees at MKK (“BUEs”) will continue to receive a Cost of Living Allowance (“COLA”) of thirty percent (30%) of their regularly hourly wage rate for all hours paid up to forty (40) hours per week, in addition to their regular hourly wage rate.

Section 3. YEARLY COMPLETION BONUS: Upon satisfactory completion of one (1) year of continuous service and each year thereafter, each BUE shall receive five hundred dollars (\$500.00) less deductions authorized by law or the employee effective the first pay period following July 1 of each year during the term of this MOA, *provided, however*, that if the employee has not completed one (1) full year of service as described herein, such payment shall be pro-rated based on the number of months worked in that year. Employee must be employed by Midwest on June 30 of each year in order to receive either the full or pro-rated bonus.

Section 4. HEALTH & WELFARE: For those employees who have selected employer provided employee-only or other qualifying elective medical coverage under the Midwest health care plan, Midwest shall contribute one dollar and sixty-nine cents (\$1.69) per eligible hour to the employee’s 401K account. Beginning October 1, 2016, Midwest’s contribution rate shall increase to one dollar and seventy-eight cents (\$1.78) per hour. If an employee has a valid exemption to the medical coverage provided by Midwest, Midwest shall contribute to the employee’s 401K account no less than four dollars and twenty-seven cents (\$4.27) per eligible hour.

Upon either: 1) a change to the annual Service Contract Act Fringe Benefit Rate as issued by the U.S. Department of Labor; or 2) a change to the mandated Fringe Benefit Rate for qualifying medical plans mandated by the State of Hawaii; or 3) an increase in the cost of employee-only medical premiums that causes the cost of such coverage to exceed the Employer contribution rate; *then*, the Union or the Employer may reopen this Agreement to discuss modifications to the Employer’s Health & Welfare Contribution Rate. The Parties shall use the applicable locality fringe benefit rate, and the cost of employee-only health insurance coverage as baseline references to adjust such amount. This reopener applies to the Employer’s Health & Welfare

Contribution Rate only, and all other provisions of this Agreement shall continue to remain in full force and effect.

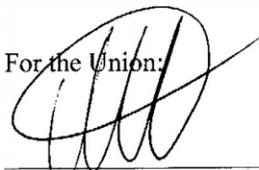
Section 5. 401(k): The employer shall provide a 401(k) retirement plan for all BUEs. A BUE may elect to have a specified amount or a specified percentage within limits of federal law withheld from his or her regular pay and deposited into the 401(k) plan. The Employer will match the BUE's contribution up to six percent (6%) of their gross income at the rate of fifty percent (50%).

Section 6. PERSONAL DAYS LEAVE (PDL): Midwest agrees to provide forty (40) hours per year on a calendar basis for employees' personal use. The procedure for requesting PDLs shall be in accordance with the CBA, except that Midwest shall not deny requests for PDLs in emergency circumstances including, but not limited to, illness, accident, illness of dependent child, or the need to care for immediate family member(s) with serious health condition. There is no carryover of PDL.

Section 7. CLASS II MEDICAL EXAMINATIONS: Midwest agrees to grant employees up to six (6) hours duty time to take their annual Class II medical examinations, however, these hours will not be counted as time worked for purposes of calculation of overtime. In addition, upon Midwest's receipt of official written travel documentation (e.g. airfare receipt, ferry receipt, etc.), employees will be reimbursed for up to two hundred dollars (\$200.00) for the cost of transportation to and from the Class II medical examination. Should extenuating circumstances occur that require either additional time away from the facility and/or additional cost, Midwest shall grant extra duty time, or travel reimbursement, or both, upon receipt of credible documentation supporting the employee's claim. Pay for hours not worked under this MOA Section 7 shall not be counted as hours worked for purposes of overtime or for any pay differential. Each request for additional time and/or reimbursement shall be considered on a case-by-case basis.

Section 8. DURATION: This Agreement shall become effective upon signing and shall run concurrent with the successor Agreement to the February 4, 2008, Collective Bargaining Agreement.

For the Union:



Victor Santore, Chief Negotiator

8/26/16

For the Company:



Shane Cordes, Chief Negotiator

08/26/2016

APPENDIX IV



Grievance Form

Grievance #: _____

Date Submitted: _____

Facility: _____

Name of Grievant: _____

Grievant's email (optional):

Name of Union Representative¹: _____

Union Representative's Email: _____

The Alleged Violation:

Corrective Action Desired:

I do / do not wish to make an oral presentation (circle one)

Grievant's signature: _____

¹ The Union Representative listed is designated for receipt of papers unless otherwise noted.

APPENDIX V

PRE-ARBITRATION REVIEW

Grievance #: _____

Date of Meeting: _____

NATCA Presenter: _____

MIDWEST Presenter: _____

Neutral Evaluator's Opinion/Recommendation:

Neutral Evaluator's Signature: _____

NATCA ACCEPTS DOES NOT ACCEPT (Circle)

Signed: _____

MIDWEST ACCEPTS DOES NOT ACCEPT (Circle)

Signed: _____

The Parties recognize that the Party that disagrees with the neutral evaluator's opinion shall incur the arbitrator's fee and expenses if it does not prevail at the arbitration hearing. The arbitration decision must be sustained in full or denied in full for the said Party to incur the arbitrator's fees and expenses.

