

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION  
AND  
SERCO INC.**

January 1, 2022 to December 31, 2024

**TABLE OF CONTENTS**

ARTICLE 1 PARTIES TO THE AGREEMENT ..... 1

ARTICLE 2 SPIRIT OF THE AGREEMENT ..... 1

ARTICLE 3 UNION RECOGNITION AND REPRESENTATION ..... 1

ARTICLE 4 RIGHTS OF UNION OFFICIALS..... 3

ARTICLE 5 EMPLOYEE RIGHTS ..... 3

ARTICLE 6 EMPLOYER RIGHTS..... 4

ARTICLE 7 REPRESENTATION RIGHTS..... 5

ARTICLE 8 CHANGES IN WORKING CONDITIONS ..... 6

ARTICLE 9 INFORMAL PROBLEM SOLVING ..... 7

ARTICLE 10 GRIEVANCE PROCEDURE ..... 7

ARTICLE 11 EMPLOYEE RECORDS..... 11

ARTICLE 12 DISCIPLINARY ACTIONS ..... 11

ARTICLE 13 SENIORITY ..... 13

ARTICLE 14 VACANCIES ..... 13

ARTICLE 15 WORKING HOURS..... 14

ARTICLE 16 LAYOFF AND RECALL..... 15

ARTICLE 17 HOLIDAYS ..... 16

ARTICLE 18 WAGES..... 17

ARTICLE 19 TRAVEL EXPENSES ..... 17

ARTICLE 20 TRAINING..... 18

ARTICLE 21 AVIATION SAFETY ACTION PROGRAM..... 19

ARTICLE 22 INJURY COMPENSATION ..... 19

ARTICLE 23 EMPLOYEE RECERTIFICATION ..... 19

ARTICLE 24 POSITION DESCRIPTIONS ..... 20

ARTICLE 25 EMPLOYEE ASSISTANCE PROGRAM ..... 20

ARTICLE 26 OVERTIME ..... 20

ARTICLE 27 MEDICAL QUALIFICATIONS ..... 21

ARTICLE 28 MEAL PERIODS AND BREAKS ..... 21

ARTICLE 29 OCCUPATIONAL SAFETY AND HEALTH ..... 22

ARTICLE 30 LEAVE OF ABSENCE..... 22

ARTICLE 31 CRITICAL INCIDENT STRESS DEBRIEFING (CISD)..... 23

ARTICLE 32 CONTROLLER PERFORMANCE/IMMUNITY PROGRAM..... 23

ARTICLE 33 UNION PUBLICATIONS AND USE OF EMPLOYER’S FACILITIES .....	24
ARTICLE 34 PARKING .....	25
ARTICLE 35 AIR TRAFFIC CONTROL FACILITY EVALUATIONS.....	25
ARTICLE 36 PAID LEAVE .....	25
ARTICLE 37 HEALTH AND WELFARE .....	28
ARTICLE 38 DUES WITHHOLDING.....	31
ARTICLE 39 PAY ADMINISTRATION .....	32
ARTICLE 40 DRESS CODE .....	32
ARTICLE 41 PROTECTIVE PROVISION .....	32
ARTICLE 42 NATIONAL TRANSPORTATION SAFETY BOARD (NTSB) UNION REPRESENTATIVES .....	33
ARTICLE 43 PROFESSIONAL STANDARDS .....	33
ARTICLE 44 FLIGHT DECK TRAINING (FDT).....	33
ARTICLE 45 CONTROLLER IN CHARGE.....	33
ARTICLE 46 SUBSTANCE TESTING.....	34
ARTICLE 47 SURVEYS AND QUESTIONNAIRES .....	34
ARTICLE 48 EFFECT OF THE AGREEMENT .....	35
ARTICLE 49 DURATION .....	35
APPENDIX 1 REPRESENTED FACILITIES .....	37
APPENDIX 2 WAGE RATES .....	38
APPENDIX 3 AVIATION SAFETY ACTION PROGRAM.....	39

## **ARTICLE 1 PARTIES TO THE AGREEMENT**

**Section 1.** This Agreement is made by and between the National Air Traffic Controllers Association (hereinafter “NATCA” or “the Union”) and Serco Inc. (hereinafter “Serco” or “the Employer” or “the Company”). The Union and the Employer are herein referred to collectively as “the Parties.”

**Section 2.** Neither Serco, the Union, nor any of their agents shall interfere with, restrain, coerce or intimidate employees because of membership or non-membership in the Union. The Parties are committed to the consistent and fair treatment of employees, as well as compliance with applicable laws and regulations. It is agreed that there shall be no discrimination by Serco or the Union on any basis protected by applicable local, state or federal law. Employment decisions shall be carried out without regard to an individual’s race, color, religion, national origin, gender, gender identity, gender expression, sex, age, disability, sexual orientation, or other status protected by applicable law.

**Section 3.** Except as specifically identified in the text, the terms “day” and “days” as used in this Agreement shall mean calendar days.

## **ARTICLE 2 SPIRIT OF THE AGREEMENT**

**Section 1.** The Parties agree that in order to lay the foundation for the aerospace system of the future and to make a difference for our stakeholders, while addressing the challenges that a changing industry presents, we must harness the collective strength of our employees. To that end, the Parties agree to work collaboratively to modernize and improve the National Airspace System (NAS), and to enhance the work life and productivity of employees.

**Section 2.** For the purpose of this Agreement, collaboration means both Parties taking responsibility to engage in meaningful dialogue with their counterpart(s). That includes making a genuine effort to ensure that both Parties’ interests have been identified and as many as possible have been addressed before an outcome is determined. Through collaboration, the Parties share a common respect for the rights and responsibilities of the Union and the Employer. Collaboration shall not be construed as a waiver of any Union or Employer right.

## **ARTICLE 3 UNION RECOGNITION AND REPRESENTATION**

**Section 1.** The Employer hereby recognizes the Union as the exclusive bargaining representative of all full time and regular part time air traffic control specialists, excluding all other employees, guards and supervisors, employed at the air traffic control towers listed in Appendix 1 to this Agreement, pursuant to the National Labor Relations Act.

**Section 2.** The Employer agrees that, with respect to each of its other facilities where NATCA becomes the exclusive bargaining representative, the terms and conditions of this Agreement shall become applicable to the bargaining unit employees employed at such facility upon a certified election or voluntary recognition, with the economic changes occurring within a time frame and with any modifications agreed to by the Parties and Appendices 1 and 2 shall be amended accordingly.



**Section 3.** The Union shall designate one (1) Principal Facility Representative to serve in a representational capacity at each facility. This designation shall be in writing to the Air Traffic Manager (hereinafter "Air Traffic Manager" or "ATM"). The Air Traffic Manager shall be notified within ten (10) days of any changes. Only the Principal Facility Representative and/or a designee may represent and/or bind the Union.

**Section 4.** During meetings between the Air Traffic Manager or designee and the Union Representative or designee, the Parties will be equally represented.

**Section 5.** If requested by either Party at the national and/or corporate level, the Parties agree to meet in the spirit of cooperation and partnership at a mutually agreeable time and place. If both parties concur, such meetings may be conducted by telephone and/or via other electronic means.

**Section 6.** At any meeting called by the Air Traffic Manager or designee, Union participants shall be paid regular rate provided that such meeting occurs during the Union participant's scheduled work hours.

**Section 7.** Upon reasonable advance notification to the Air Traffic Manager or other individual designated by the Employer, any national or regional Union official shall be permitted to visit the Employer's air traffic control towers where NATCA is the exclusive representative to perform representational duties. The Union representatives shall comply with all security and other procedures applicable to visitors to the facility.

**Section 8.** The Principal Facility Representative or designee shall be allowed up to thirty (30) minutes paid at regular straight-time rate for orientation of new bargaining unit employees to explain the role and responsibilities of the Union provided that such meeting occurs during the participants' scheduled work hours. The orientation shall be conducted at a mutually agreeable day and time.

**Section 9.** The Employer recognizes the right of a duly recognized Union representative to express the views of the Union, provided those views are identified as Union views.

**Section 10.** When operational requirements permit, the Employer will grant leave without pay to employees to attend the following hearings held at or near their facility:

- a. Grievance arbitration hearings conducted pursuant to the provisions of this Agreement, provided that the employee is a Grievant, the representative of a Grievant, or a witness called by the Union or the Employer.
- b. Hearings of the National Labor Relations Board to which the Employer is a party, provided that the Employee is a party to the hearing, the representative of a party to the hearing, or a witness called by a party to the hearing.

Where there is more than one (1) employee who seeks to attend a hearing pursuant to this Article, the parties will schedule the hearings and arrange the presentation of evidence in such a manner so as to create the least amount of disruption to work requirements.

**Section 11.** The Employer agrees to grant leave without pay to at least one (1) employee to serve on the Union's collective bargaining committee for the purpose of negotiating future collective bargaining agreements provided that operational conditions permit such attendance and provided that the Employer will not incur extra expense.

**Section 12.** Absent an emergency or other special circumstance, each Principal Facility Representative or designee shall be released with pay for up to 24 hours to attend formal off site NATCA training or briefings per year. The Union will provide forty-five (45) days advance notice for scheduling purposes, unless otherwise agreed to by the Parties. The Principal Facility Representative will provide documentation confirming attendance at such training/briefing within one week of return from such training/briefing.

#### **ARTICLE 4 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, leave of absence (LOA) concurrent with the elected term of office or appointment subject to the Employer's discretion based on staffing levels, contract requirements, and operational needs. Each request by an employee for such LOA 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 sixty (60) days' notice to the Employer at the corporate level.

**Section 2.** Upon completion of a period of LOA 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 LOA status if a position is available. If the employee is unable to return to his or her original facility, the Parties at the national level will determine an appropriate return to duty location at a NATCA-represented facility where a vacancy exists.

**Section 3.** The Union at the national level will provide sixty (60) days' written notice to the Employer at the corporate level that the need for LOA 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 LOA in conjunction with this Article shall be entitled to continuation of seniority and, upon return, participation in benefit plan(s) without a waiting period to the extent allowed by plan documents and applicable law and provided there is no cost to the Employer.

**Section 5.** The Union recognizes the right of the Employer to hire a replacement for any employee granted LOA as specified by Section 1 of this Article.

#### **ARTICLE 5 EMPLOYEE RIGHTS**

**Section 1.** Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

**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 Air Traffic Manager for use at non-work times. Under no conditions will televisions and/or electronic devices be allowed in the

operating quarters, which include, but are not limited to, the tower cab and equipment room/s. While assigned to a position of operation, reading material will be limited to that necessary for the operation of the position. Pornographic material of any type shall not be permitted in the facility.

**Section 4.** The Employer shall continue to maintain aviation liability insurance at no cost to employees, such that, 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.

**Section 5.** The Parties covered by this Agreement shall have the protection of all rights to which they are entitled under the Constitution of the United States. Employees will not be subject to discipline or other retaliation because of the exercise of the rights to which they are entitled under the Constitution of the United States.

## **ARTICLE 6 EMPLOYER RIGHTS**

**Section 1.** Except as otherwise provided in this Agreement, the Employer shall maintain the normal and usual functions of management. The parties recognize that such rights, authority, functions and responsibilities include but are not limited to:

- the full control, planning, management and operation of its business and facility;
- the determination and scope of its activities and/or services to be offered, developed, eliminated, modified or used and all methods pertaining thereto, including the location, size and number of departments;
- the determination of materials, parts, machinery and equipment to be acquired, utilized or discontinued and the layout, staffing and scheduling thereof;
- the right to determine, increase or decrease staffing for any department;
- the right to organize, reorganize, combine or discontinue departments;
- the right to hire and direct employees;
- the right to contract or subcontract non-bargaining unit work;
- the training of employees;
- the right to require employees to submit to a medical examination by the Employer;
- the right to establish quality standards and performance standards, procedures and evaluations;
- the right to determine position qualifications, schedules, staffing, shifts, and the right to require overtime work of employees;
- the right to set or change the shift times and number of hours to be worked;
- the right to introduce new or improved procedures, methods, services, machinery or equipment, to make technological changes or to discontinue procedures, methods, services, machinery or equipment;

- the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof;
- the right to enforce any directives, orders, or other regulatory requirements imposed on the Employer by any regulatory agency so empowered;
- the right to determine the number of employees and the assignment of duties thereto;
- the right to layoff or RIF employees;
- the right to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- the right to select lead and supervisory personnel and the assignment of their work;
- the right to assign supervisory or management personnel bargaining unit work covered by this Agreement;
- the right to establish, combine, add, change or abolish jobs, duties and descriptions;
- the right to issue, modify, delete and enforce reasonable rules, regulations and policies governing employee conduct and Employer operations.

**Section 2.** The Employer's failure to exercise any such right, prerogative or function hereby reserved to it or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way provided such right is not exercised in a capricious or arbitrary manner, and is done so in accordance with Article 48 (Effect of the Agreement) of this Agreement.

**Section 3.** It is not the intent of this Article to limit any of the normal and usual functions of management to manage its facilities and its daily operations, or the union to define any such functions. Consistent with applicable laws and regulations, the Employer retains all rights not specifically limited by the terms of this Agreement.

**Section 4.** The Employer reserves the right to take whatever actions may be necessary to accomplish its mission during emergencies provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 5.** Nothing in this Article shall 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 such right affects a bargaining unit employee's hours, working conditions, pay, or benefits, including and limited to, all mandatory subjects of bargaining under the National Labor Relations Act as amended.

## **ARTICLE 7 REPRESENTATION RIGHTS**

**Section 1.** The parties recognize management's right to meet with employee(s) without union representation. If during the course of a meeting it becomes apparent for the first time that a discipline or potential discipline could arise, the Employer shall stop and

reschedule the meeting following advance notice to the Union and the employee(s). 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. The employee(s) shall be notified of their right to be accompanied by a Union representative.

**Section 2.** The Air Traffic Manager will only deal with the Union Representative or designee concerning matters in Section 1 of this Article at the facility level, unless otherwise agreed to by the Parties.

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

## **ARTICLE 8 CHANGES IN WORKING CONDITIONS**

**Section 1.** It is mutually understood that there is no desire on the part of the Union to dictate the daily business policies of the Employer. Whenever the Employer contemplates a change in policy affecting the terms and working conditions of bargaining unit employees, the Employer will notify the Union, at the appropriate level, fifteen (15) days in advance or as soon as practicable and, if requested by the Union, enter into good faith negotiations over the proposed change. The Union shall make such request within seven (7) days from notification from the Employer. The Parties shall then confer within five (5) days for the purpose of reaching an agreement over the change. Where mutually agreed, such meetings may be conducted by telephone and/or via other electronic means. Should the Parties be unable to reach agreement, The Employer retains the right to implement the change and the Union retains its rights in accordance with the National Labor Relations Act as amended.

**Section 2.** The parties agree that this Article shall not apply to any action by the Employer expressly made exempt from mid-term bargaining by another Article in this agreement. The scope of mid-term bargaining under this Article shall include all mandatory subjects of bargaining as defined in the National Labor Relations Act as amended, including the exercise of any management right under Article 6. This Article shall not require mid-term bargaining over the application of existing policies and practices to specific circumstances or individuals unless there is a change to the policy or practice.

**Section 3.** Any directive, order, contractual obligation, or notice issued by the Federal Aviation Administration (hereinafter "Federal Aviation Administration" or "FAA") and applicable to employees, or Federal, State or local law, regulation, or ordinance, shall not be subject to bargaining; however, the Union retains the right to bargain over the effects.

**Section 4.** Nothing in this Article shall prohibit or discourage the Parties from utilizing collaboration, as defined in Article 2, Spirit of the Agreement over any matter covered by this Article.

## **ARTICLE 9 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, or concern at the earliest stages reduces the use of and need for traditional and more cumbersome, adversarial dispute resolution procedures. Therefore, the Parties are encouraged to use the provisions of this Article to the fullest extent possible to seek resolution of problems through a proactive approach before resorting to other avenues of dispute resolution.

**Section 2.** The following procedure shall apply to informal problem solving:

- a. When a complaint, problem, or concern arises, the employee, Union, or Employer may notify the other affected Party of the complaint, problem, or concern within ten (10) days of the event or discovery of the event giving rise to the complaint, problem, or concern and try to resolve the complaint/problem/concern informally by mutual agreement. A meeting will be held as soon as practicable, but no later than within ten (10) days, to discuss the issue. Those in attendance will include the affected employee, the Union Representative or designee, the Air Traffic Manager and/or designee. 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.
- b. Any agreed to resolution under this Article shall fully resolve the complaint, problem, or concern.
- c. In the event the Parties are unable to resolve the issue within ten (10) days of the meeting as described in Section 2(a), the employee and/or the Union or the Employer may grieve the issue in accordance with Article 10 of this Agreement. Submission of an issue to informal problem solving shall toll the Party's Article 10 grievance filing deadline for that issue until the timelines in this Section have expired, or until a later date agreed upon by the Parties.

**Section 3.** Such meetings shall be held at mutually agreeable times. Employees will be on paid time during normally scheduled shifts.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be defined as any complaint by a unit employee or the Union concerning any claimed violation of this Agreement or Employer personnel policies or regulations affecting conditions of employment.

**Section 2.** A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday or Holiday, the deadline shall be extended to the next normal business day.

**Section 3.** This procedure provides the exclusive procedure available to the Parties and the employees in the unit for resolving grievances except as provided in Section 5 of this Article. Any employee(s) or the Union may file a grievance under this procedure. The joint

problem-solving procedures of Article 9 may be used before using the procedures under this Article.

**Section 4.** 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 as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. 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 does not include the right of taking the matter to arbitration unless the Union agrees to do so.

**Section 5.** In the case of grievances concerning disciplinary actions, the Union may elect to utilize the procedures of Section 6 or Section 12.

**Section 6.** Grievance procedure:

**Step 1.** An aggrieved employee or the Union shall submit a grievance, in writing, to the Air Traffic Manager within twenty (20) days of the event giving rise to the grievance or within twenty (20) days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on the standard grievance form and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of the Union Representative and whether the employee wishes to make an oral presentation. Failure to provide all of the information listed above will result in the grievance being returned for completion. The time limit will continue to run during the period the grievance is returned. If requested, the Air Traffic Manager shall, prior to making a decision, afford the employee and/or the Union Representative an opportunity to present the grievance orally. The Air Traffic Manager shall deliver the decision to the Union Representative and the employee within twenty (20) days following receipt of the written grievance or within ten days following the oral presentation, whichever is later. The decision shall be delivered either by certified mail, return receipt requested, or electronic mail or personally delivered. If the grievance is denied, the reason(s) 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 ten (10) days following receipt of the decision, advise the ATM in writing that it wishes the matter to be reviewed by the Program Manager or his designee. Within ten (10) days, the Union will be notified by certified mail, return receipt requested, or electronic mail of the Program Manager's (or his designee's) decision. If the grievance is denied, the reason(s) for denial will be in the written response.

**Step 3.** The Union at the national level may, within 15 days following receipt of the Step 2 decision, notify the Program Manager by certified mail, return receipt requested or electronic mail, that it desires the matter be submitted to arbitration and shall request a list of arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Within 15 days after receipt of the request, an arbitrator shall be selected from the FMCS list by the Parties by alternately striking names until

one remains with the choice of first strike determined by the flip of a coin or as otherwise mutually agreed.

**Section 7.** Time limits throughout all the steps of the grievance procedure can be extended by written mutual agreement.

**Section 8.** National Grievance Procedure:

**Step 1.** In the case of any grievance which the Union at the national level may have against the Employer at the corporate level, or which the Employer may have against the Union, the moving party shall at that 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.

**Step 2.** The responding Party shall answer the grievance in writing within twenty (20) calendar days following the date the grievance was received. 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 thirty (30) calendar days following receipt of the respondent's answer or the date the answer was due. Within fifteen (15) days after receipt of the request, an arbitrator shall be selected pursuant to Section 6, Step 3.

**Section 9.** 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 or other mutually agreeable location. Any Serco employee who is called by the Employer as a witness shall be in a paid status for the time required to testify. If as a result of a required schedule change, the employee works less than forty (40) hours in the week, the Employer shall ensure they are paid at least forty (40) hours for the week. The arbitrator shall submit the decision to the Employer and the Union representatives as soon as possible, but in no event later than thirty (30) days following the close of the record unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

**Section 10.** The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. 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. The Parties will share equally the cost of the transcript, if any supplied to the arbitrator.



**Section 11.** The arbitrator shall rule only on the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s). The arbitrator shall also have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor rule on any matter which arises when this Agreement is not in full force and effect. Questions as to whether or not a grievance is 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 13 of this Article.

**Section 12.** Expedited arbitrations: The Union at the national level may request expedited arbitration of a disciplinary action involving loss of pay by notice to the Employer within ten (10) days following the effective date of the discipline. In other cases, where the parties mutually agree that the grievance involves an allegation of irreparable harm, the parties may agree to expedited arbitration. Within seven (7) days of submission to expedited arbitration, an arbitrator shall be selected from a panel obtained from FMCS or by alternately striking names until one remains. Where the Parties are unable to mutually agree on whether the grievance involves an allegation of irreparable harm, they will select an arbitrator within seven (7) days and the arbitrator shall decide whether the case is appropriate for expedited arbitration. An arbitrator unable to hear an expedited arbitration case within fifteen (15) days of his selection 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 10 of this Article. The arbitrator shall issue a decision as soon as possible, but not later than fifteen (15) days after the hearing has been held.

**Section 13.** The Parties may, by mutual agreement, stipulate the facts and the 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 relied upon for the action taken by the Employer and other information as permitted by law.

**Section 15.** The Parties reserve their rights to appeal an arbitrator's decision in accordance with applicable law.

**Section 16.** The Parties agree that the time limits set forth in this Article are conducive to the development of a collaborative working relationship between the Parties and the efficient administration of this Agreement. Both Parties commit that they will comply with the time limits in the grievance procedure. Failure by the Union or the bargaining unit employee to timely file a grievance at Step 1 of the grievance procedure shall render the grievance void. If the Employer fails to provide a timely answer at any step in the grievance procedure, the Union may advance the grievance to the next step in the grievance procedure. The failure of the Employer to provide a timely answer to a grievance, or the Union to timely elevate the grievance to the next step in the grievance procedure, may be raised by the aggrieved Party either in connection with that grievance

or by the filing of a separate grievance, and the Arbitrator shall have the power to impose an appropriate remedy or sanction.

## **ARTICLE 11 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. Unless unusual circumstances exist, the entitlement to this request is limited to once per year. 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. Any material determined by the employer to be incorrect will be removed from the employee's official personnel file.

**Section 2.** 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 to this working file.

## **ARTICLE 12 DISCIPLINARY ACTIONS**

**Section 1.** Disciplinary actions are defined as written reprimands, suspensions, and/or removals. Coaching/verbal warnings generally precede discipline and are not disciplinary action. Position/facility decertification must not be used as a form of discipline and will only be used by the Employer in the interest of safety.

**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 13, Section 2 of this Agreement. Disciplinary actions must be determined on the merits of each individual case. Progressive discipline generally means written warning, followed by suspension, followed by dismissal. Progressive discipline will be followed except in cases of "serious misconduct" such as theft, fraud, violence, gross insubordination, intentional disregard for safety (knowingly introducing a substantial and unjustifiable risk into the NAS), threatening conduct, abandonment of position, or violation of the substance abuse and testing program.

**Section 3.** The following procedures shall be used when the Employer considers or issues discipline:

- a. **Investigation.** The Employer will promptly investigate and issue discipline within a reasonable time-period after it becomes aware of the underlying issue/incident/event. The reasonable time-period shall be based on the relevant facts and circumstances including, without limitation, staffing levels and safety concerns.

1. The Parties recognize the Employer's obligation to protect the interests and safety of the Company, customer, and employees. In cases where the employee is accused of "serious misconduct", the Employer may place the employee on paid administrative leave pending the outcome of the investigation.
  2. The Employer shall present preliminary findings to the employee with the precise allegations against them before the investigation's conclusion.
  3. The employee will be given a reasonable opportunity to explain his/her action/inaction relating to the issue/incident/event under investigation.
  4. The employee's representative may participate in the employee's explanation.
  5. The Employer will consider the employee's explanation before concluding the investigation.
- b. **Discipline.** No employee shall be disciplined without being advised in writing of the precise reason or reasons for the discipline with a copy provided to the Union. A Union representative must be present (if requested by the Employee) at the time the notice of discipline is presented to the Employee.
1. The employee may respond to the notice of discipline in writing within five business days. The employee's representative may participate in the employee's reply.
  2. The Employer will consider the employee's reply before executing disciplinary action.
  3. In the case of termination, the time required for the employee to respond in writing shall be unpaid leave. Should the termination be rescinded as a result of the Employer's consideration of the employee's written response, the employee shall be made whole for the period of unpaid leave. If the termination is changed to a suspension, time spent on unpaid leave shall be counted against the suspension time. An arbitrator's decision to reverse a termination may also include making the employee whole for the period of unpaid leave. The term "made whole" shall be limited to the sum total of all missed wages and benefits.
  4. The Employee's response will be kept with the notice of discipline in the employee's personnel file.

**Section 4.** An employee against whom disciplinary action is taken under this Article and their Union representative shall have the right to review all of the information relied upon by the Employer to support the action and shall be given a copy upon request.

**Section 5.** Records of disciplinary action, more than two (2) years old shall be considered inactive and shall not provide the basis for subsequent progressive discipline. Nothing contained in this Section shall preclude the use or production of any inactive discipline, in any administrative or judicial proceeding or in any arbitration to demonstrate notice or consistent treatment of employees.

**Section 6.** Any notifications made to an employee under this Article shall be personally delivered to the employee and delivered to the Union Representative by the Air Traffic Manager. If either recipient is not available, the Employer shall deliver notification by certified mail or electronic mail, return receipt requested.

**Section 7.** An employee's off-the-job conduct that is not misconduct shall not result in discipline. An employee's off-the-job misconduct shall not result in disciplinary action, unless such misconduct hampers his/her effectiveness as an employee or affects the public's confidence in the Employer.

**Section 8.** The Union may elect to participate in the procedures contained in this Article by telephone and/or other electronic methods.

### **ARTICLE 13 SENIORITY**

**Section 1.** The Union shall determine the seniority of any employee at a facility represented by NATCA. The Union shall provide each Air Traffic Manager with a current seniority list for each facility in January of every year, and updates when changes occur.

**Section 2.** New employees shall be considered probationary for a period of ninety (90) days from the date of hire or receiving their facility rating, whichever is later. During such probationary period an employee may be terminated at the discretion of the Company and shall not have access to the grievance and arbitration procedures as defined by this Agreement.

### **ARTICLE 14 VACANCIES**

**Section 1.** Job openings at NATCA-represented facilities shall be posted in accordance with Employer's established recruiting processes.

**Section 2.** Employees shall be eligible for transfer eighteen (18) months after certification in their current facility provided they are in good standing in that facility and not under a performance improvement plan and have not received disciplinary action within the past twelve months.

**Section 3.** The Employer generally gives preference to internal over external candidates to fill vacancies but reserves the right to select the most qualified candidate for any vacancy.

**Section 4.** Where a vacancy occurs at a NATCA-represented facility, any eligible bargaining unit employee with a satisfactory work record may request, and shall be granted, a transfer to fill such a vacancy provided that the employee has the necessary qualifications to perform the job and such transfer will not unreasonably reduce the operational efficiency of any facility and provided further that no more qualified internal candidate has applied for such vacancy.

**Section 5.** If the decision regarding selection of an employee for transfer to a NATCA-represented facility is between two equally qualified bargaining unit employees, then the more senior bargaining unit employee will be offered the transfer first.

## **ARTICLE 15 WORKING HOURS**

**Section 1.** The employees' regular work week is defined as Saturday through Friday provided that should the work week change for Service Contract Act-covered employees Company-wide such change also will be made for employees covered under this Agreement.

**Section 2.** Full time employees will continue to be scheduled to work their average hours for their facility unless it is beyond the Employer's control.

**Section 3.** The facility hours of operation are normally determined by the airport authority and/or the Federal Aviation Administration. The number of consecutive hours and days worked by bargaining unit employees shall not exceed those specified by applicable laws and regulations.

**Section 4.** The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. The basic watch schedule must satisfy FAA or other customer contractual coverage requirements. Split shifts will not be used as part of the basic watch schedule and shall be limited to critical staffing situations only with Area Manager approval. Bidding on the basic watch schedule will occur annually, generally in the month of November for the following year. Prior to bidding the basic watch schedule, the Employer will meet with the Union at the local level to collaborate over their respective scheduling concerns. Assignments to the basic watch schedule will be by seniority with the controller having the greater seniority having first choice among controllers. The basic watch schedule will provide for the maximum benefit to the Employer and the employee. When a change to the basic watch Schedule becomes necessary (e.g., changes to workload, staffing or operating hours), the ATM will meet with the Principal Facility Representative to collaborate about implementation. Any changes to the basic watch schedule require rebidding of shift assignments.

**Section 5.** Shift assignments on the posted watch schedule may differ from basic watch schedule shift assignments when operationally required (e.g., coverage for leaves or vacancies). Assignments to the posted watch schedule shall be posted at least thirty (30) days in advance. The Employer recognizes that changes of individual assignments to the posted watch schedule are undesirable and shall make a good faith effort to minimize such changes. An employee's shift will not be changed solely for the purpose of avoiding payment of overtime or other premium pay to which an employee may be entitled, unless otherwise agreed to by the employee.

**Section 6.** The exchange of shifts and/or days off between equally qualified employees is authorized, provided it does not result in overtime, additional premium pay or violation of law, regulation, the terms of this Agreement, the Facility Staffing Plan or the Employer's contract with the FAA and provided further that such exchange is approved by the Air Traffic Manager or his designee.

**Section 7.** The Air Traffic Manager may perform air traffic control duties as scheduled by the Employer.

## **ARTICLE 16 LAYOFF AND RECALL**

**Section 1.** In the event of a layoff, employees at the affected facility shall be laid off in reverse order of seniority. Affected employees will receive notification no less than 14 days prior to the effective date of the layoff, except in the event of emergency or other circumstances beyond the Employer's control.

**Section 2.** An employee affected by a layoff will have the following options:

- a. Accept an offer of employment at another of the Employer's facilities provided:
  - i. a vacancy exists and
  - ii. the employee is qualified for the vacant position
  - iii. there are not any other qualified employees who have been, or are also being, displaced from an Employer facility, who have more seniority with the Employer and have applied for the vacancy.
- b. Be placed in a layoff status.

**Section 3.** Employees in layoff status shall retain their seniority and recall rights to the facility from which they were laid off, based upon their seniority as of the date of their layoff, with recall rights for a period of 12 months. Employees in layoff status shall be recalled in seniority order.

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 allowing the employee 24 hours to inform the Employer of his intent to return to duty. Notice of recall will be confirmed in writing by the Employer. Such confirmation will be by certified mail, return receipt requested 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 notify the Employer of his intent to return to work and return to work on the date specified for recall, unless otherwise agreed to by the Employer and the recalled employee. The Employee shall be required to be available for work within fourteen (14) days of the notice or as mutually agreed between the Employer and employee. Employee who declines (or fails to respond within the above time limits to) a recall opportunity forfeits all recall rights.

**Section 4.** An employee's recall rights shall not be affected in the event that the employee accepts or declines an offered position at a facility other than the one from which originally laid off.

**Section 5.** Eligible employees who are laid off shall receive pay for all accrued vacation at their current rate of pay. Disbursements of funds associated with a 401(k) account shall be in accordance with applicable plan documents and governing law.

**Section 6.** Employees shall be responsible for providing the Company with their current address, e-mail address, and telephone numbers. The Company point of contact for the provision of data under this section shall be the Human Resources Department.

## **ARTICLE 17 HOLIDAYS**

**Section 1.** Employees shall be entitled to a minimum of eleven (11) paid holidays within each year.

**Section 2.** Guaranteed paid holidays are:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

**Section 3.** Employees shall receive any Holidays legally mandated on a recurring basis in their jurisdiction in addition to the Holidays listed in Section 1.

**Section 4.** Employees scheduled to work on a designated holiday will be required to report to work on such holiday unless they have approved leave. Eligible employees who work on a holiday will receive their normal pay for that day plus eight hours of holiday pay at the regular hourly wage rate.

**Section 5.** In the event a holiday falls on an eligible employee's regularly scheduled day off, the eligible employee will receive eight hours of holiday pay at the regular hourly wage rate.

**Section 6.** Due to operational and contractual (e.g., level of effort) requirements, some or all Employees may be required to work on holidays. When time off without the use of paid leave on a holiday (or an alternate day in the same workweek) is authorized, approvals will be based on seniority. If the requested time off is denied, and later becomes available, it will be made available on a seniority basis.

**Section 7.** The Employer shall not reduce staffing on holidays solely for the purpose of avoiding holiday pay.

**Section 8.** An employee who is on layoff, leave of absence or other unpaid leave is not eligible to receive holiday pay for any holiday that falls within the time period of his/her layoff, leave of absence or unpaid leave.

## **ARTICLE 18 WAGES**

**Section 1.** Employees will receive a base wage rate increase of three (3) percent on January 1, 2022, and additional increases of three (3) percent per year beginning on October 1, 2023, and on each subsequent October 1st for the life of this Agreement. Wage Rates can be found in Appendix 2 annexed hereto. IWA (Mesa-Gateway FCT) employees shall receive a complexity pay not less than an additional \$.75/hr. CHD (Chandler FCT) employees shall receive a complexity pay not less than an additional \$.50/hr.

**Section 2.** Wage rate adjustments shall be made upon receipt of the modification of the contract from the FAA incorporating the applicable wage rates retroactive to October 1st (the first day of the Federal Government's fiscal year). The Parties agree that the "modification of the contract from the FAA" condition relates only to the date that employees will begin to receive the wage rate adjustment, not whether the wage rate adjustment will be paid.

**Section 3.** Bargaining unit employees who work between the hours of 6:00 pm and 6:00 am shall receive 1.1 times the employee's base hourly rate of pay for each hour worked after 6:00 pm and before 6:00 am.

**Section 4.** Full-time bargaining unit employees (40 hours a week) working Sunday as part of their regularly scheduled workweek shall be paid at the rate of their regular hourly wage rate plus a Sunday premium of 25% of the regular hourly wage rate for each hour of Sunday work which is not overtime.

**Section 5.** Bargaining unit employees who work in excess of 40 hours in a work week shall receive 1.5 times the employee's base hourly rate of pay for all hours worked in excess of 40 hours in a work week. For the purposes of this Article, only hours worked shall be used in calculating overtime pay. Hours paid for non-work time (e.g., vacation, holiday, sick, PDL, and union leave) shall not be considered hours worked for the purposes of calculating overtime.

**Section 6.** If the Air Traffic Manager position becomes vacant, a qualified member of the bargaining unit may be requested to serve as Acting Air Traffic Manager and shall be paid at the Manager's rate of pay during this assignment. Assignments to the Acting Air Traffic Manager position are on a volunteer basis with the Employer, in its sole discretion, making the determination as to whom is offered the Acting Air Traffic Manager assignment.

**Section 7.** Effective January 1, 2022, bargaining unit employees who perform on-the-job training instruction (OJTI) shall receive 1.1 times the employee's basic rate of pay for all time spent conducting OJTI training on a position of operation.

## **ARTICLE 19 TRAVEL EXPENSES**

**Section 1.** The Company 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 Company as specified by this Article. All travel arrangements and expenditures for travel must be in accordance with Employer's corporate travel policy.



The Employer reserves the right to make all travel arrangements including, but not limited to, air fare, lodgings, etc. Should the Employer elect to make such travel arrangements, it shall use reasonable efforts to accommodate the smoking habits of the employee.

**Section 2.** Employees authorized to travel by personal vehicle shall be reimbursed for mileage at the appropriate rate.

**Section 3.** Transportation by commercial aircraft may be directed by the Company. Reimbursement for tickets shall be at actual cost, as supported by appropriate documentation.

**Section 4.** Parking and tolls shall be reimbursed at cost.

**Section 5.** Meals shall be reimbursed at actual cost up to the Government's per diem amount; however, employees are expected to use a reasonable sense of economy in meal selection.

**Section 6.** The Company will not reimburse employees for traffic tickets or alcoholic beverages.

**Section 7.** Lodging shall be reimbursed at actual cost up to the Government's per diem amount. The employee is expected to use a reasonable sense of economy in the selection of lodgings.

**Section 8.** Employees required to travel more than once annually will be required to apply for, or maintain, a corporate sponsored credit card.

**Section 9.** Business expense reports must be completed, supported by receipts for all expenses which are reimbursable, by the employee seeking reimbursement in accordance with the Employer's applicable policy in effect. Reimbursement will be made not later than 30 days following proper submission of the business expense report.

## **ARTICLE 20 TRAINING**

**Section 1.** The Parties agree that the Employer determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner.

**Section 2.** If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient training time, not to exceed the training time provided before the interruption, 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, training records and/or reports shall be used by the Employer to determine when the employee's former level of proficiency has been re-attained.

**Section 3.** 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 4.** Employees may voluntarily enroll in educational courses designed to improve their work performance, expand their capabilities and increase their utility to the Employer. In accordance with the terms of its tuition reimbursement policy, the Employer shall reimburse employees who take Aviation job-related courses from an accredited college or university (including those on-line via computer) up to a maximum of \$5250.00 per calendar year for tuition fees. Employees shall complete all employee tuition reimbursement form(s)/application(s) and be paid in accordance with the Employer's policy. 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.

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 received. In administering this program, the Employer will comply with all applicable tax laws.

**Section 5.** Employer required training normally should take place during the employee's normal duty hours.

**Section 6.** The Union facility Representative may comment and/or make suggestions regarding the Facility Training Plan.

## **ARTICLE 21 AVIATION SAFETY ACTION PROGRAM**

**Section 1.** The Employer and the Union mutually recognize the safety benefits associated with promoting Safety and Reporting Cultures wherein employees can feel free to report with immunity, safety violations and issues without fear of reprisal.

**Section 2.** The parties have agreed to a Memorandum of Understanding and Side Agreement regarding the adoption and implementation of the Aviation Safety Action Program as contained in Appendix 3 and JO 7200.20A, Voluntary Safety Reporting Programs.

## **ARTICLE 22 INJURY COMPENSATION**

The Employer agrees to comply with applicable workers' compensation laws and regulations when an employee suffers an industrial illness or injury in the performance of assigned duties. The Employer shall advise the employee of the right and process to file a claim for benefits. The Employer shall provide employees access to all compensation claim forms.

## **ARTICLE 23 EMPLOYEE RECERTIFICATION**

**Section 1.** An employee who is operationally decertified and assigned to a training and/or recertification program in accordance with FAA Order 7210.3 and FAA Order 3120.4 will be given written notice within seven days of the specific reasons for the action.

**Section 2.** The employee and the Principal Facility 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 be provided a copy of same.

**Section 3.** When an employee is to be given remedial training, it shall be in accordance with Article 20 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 employee's normal duty hours. If necessary, the Employer, after consultation with the employee and his/her representative, may adjust the employee's schedule to allow the employee to recertify as soon as possible.

## **ARTICLE 24 POSITION DESCRIPTIONS**

**Section 1.** The Employer shall provide each bargaining unit employee a position description which reflects the duties of the employees at the facility. Position descriptions shall be uniform throughout the Employer's facilities where bargaining unit employees are employed.

**Section 2.** An employee shall not be required to perform duties that do not have 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 8 of this Agreement.

## **ARTICLE 25 EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer will continue to provide an Employee Assistance Program for all employees. The purpose of the program is to assist employees with personal problems.

**Section 2.** Use of the Employee Assistance Program services shall be voluntary.

**Section 3.** The Employer shall provide notice of this program to the bargaining unit employees.

## **ARTICLE 26 OVERTIME**

**Section 1.** Overtime will be paid in accordance with Article 18 and applicable regulations and law.

**Section 2.** It is intended that overtime be kept to a minimum and shall be used when required to meet operational and contractual (e.g., level of effort) requirements.

**Section 3.** All overtime assignments will be offered first to bargaining unit employees in a fair and equitable manner.

**Section 4.** In order to prevent undue fatigue, when an employee is required to remain on duty after his scheduled shift, the employee shall be released as quickly as practicable.

**Section 5.** If an employee is scheduled/called in to perform overtime work on his regular day off, he will be provided the opportunity to work two (2) hours.

## **ARTICLE 27 MEDICAL QUALIFICATIONS**

**Section 1.** A Second-Class Airman Medical Certificate (Class II) at the candidate's expense, is required for initial employment pursuant to Federal Aviation Administration rules and regulations. The Employer will reimburse employees for required subsequent routine annual Class II physical examinations with an FAA Aviation Medical Examiner (AME) provided the Employee provides the Employer with a copy of a valid Second-Class Airman Medical Certificate and completes a Business Expense Report with copies of appropriate receipts in accordance with Employer's applicable corporate policy.

**Section 2.** Employees are required to maintain a current Class II and are responsible to comply with all restrictions, limitations, or cancellations of the certificate applicable to the performance of ATC duties. Waivers (special considerations) to the medical certificate will be accepted if approved by the Federal Aviation Administration.

**Section 3.** 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. Employees shall ensure that the Employer has an updated copy of their Second-Class Airman Medical Certificate at all times.

**Section 4.** An employee who is medically disqualified may appeal such a determination in accordance with applicable laws, rules and regulations. An eligible employee will be authorized the usage of all leave accumulated and accrued during the appeal process.

## **ARTICLE 28 MEAL PERIODS AND BREAKS**

**Section 1.** Breaks are defined as a period of time during which no duties are assigned to an employee.

**Section 2.** On each shift, staffing permitting, the Employer shall provide for an uninterrupted 30-minute paid break away from operational positions for meals. Employees must remain in the facility and be immediately recallable while on such breaks. To the extent practicable, meal breaks will occur at or around the mid-point of an employee's shift.

**Section 3.** On each shift, staffing permitting, the Employer will provide employees relief breaks during the first and second part of an employee's shift. To the extent practicable, employees will not be required to work more than two consecutive hours on position without a break. Such relief breaks shall be in addition to the meal breaks described in this Article.

**Section 4.** No Employee shall leave the facility during his or her shift except on authorized Employer business. If an Employee needs to leave the facility on other than

Employer business, the Employee shall sign out when leaving and sign back in when returning and shall not be “on- the-clock” during any time away from the facility and not immediately recallable. Such departures will only be allowed when necessary and when staffing levels and traffic permits. Requests by an employee to leave the facility for short periods of time on other than Employer business shall not be unreasonably denied.

## **ARTICLE 29 OCCUPATIONAL SAFETY AND HEALTH**

**Section 1.** The parties acknowledge that the Employer may be a tenant in the air traffic control towers at airports. Either the FAA or the airport sponsor may provide the facilities where employees work. The Employer shall abide by applicable law and regulations relating to occupational safety and health.

The Employer shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting, and water quality.

**Section 2.** The Employer shall ensure first aid kits that are compliant with all applicable law and regulations and that are readily accessible to employees at all hours of facility operations.

**Section 3.** Within one hundred twenty (120) days of the signing of this Agreement, the parties shall each designate a representative to jointly petition the Federal Aviation Administration and the Employer’s building owners to develop and implement a Public Access to Defibrillation (PAD) program.

## **ARTICLE 30 LEAVE OF ABSENCE**

**Section 1.** A leave of absence is defined as a period of authorized absence of an employee from assigned duty for a definite period of time without pay.

**Section 2.** The Employer may grant employees a leave of absence without pay of up to six (6) weeks during a rolling twelve (12) month period.

**Section 3.** Serco may grant employee extensions to periods of leave of absence of thirty (30) calendar days in duration, for a total leave duration of up to one (1) year, provided that staffing needs and contractual requirements will allow an extended absence.

**Section 4.** The Employer will continue to make available health insurance during any such authorized leave. Employees will continue to be responsible for premiums.

**Section 5.** In the event that an employee wishes to apply for a leave of absence, the employee shall provide a written request to the Employer. The request shall provide the reason for the request, the desired effective date, and the anticipated length of the requested leave of absence.

**Section 6.** The written request shall be provided to the Employer at least twenty (20) working days before the requested start date of leave. Any extension of a leave of absence shall be requested at least ten (10) working days prior to the expiration of the

leave of absence. The Employer, because of extenuating circumstances, may agree to accept shorter periods of notice.

**Section 7.** An employee returning from a leave of absence will be returned to his or her regular job without a loss of seniority. Employees will be returned to work at the same status as when they commenced the leave.

**Section 8.** In the event that an employee on leave of absence desires to return to duty before the ending date of an approved leave of absence, such request to return shall be approved provided the employee gives the Employer at least fifteen (15) working days' notice prior to the requested return date. The Employer may agree to accept a shorter notice period.

**Section 9.** The Employer will continue to provide Family and Medical Leave (FMLA) to employees covered by this Agreement.

### **ARTICLE 31 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 death of a co-worker, acts of terrorism, exposure to toxic materials). 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 authorized in accordance with the provisions of Article 25 of this Agreement.

**Section 3.** Whenever possible, an educational briefing regarding critical incident stress will be offered to all employees at an affected facility at no cost to the Employer.

### **ARTICLE 32 CONTROLLER PERFORMANCE/IMMUNITY PROGRAM**

**Section 1.** The Parties recognize that each employee is responsible for ensuring that their performance conforms to established standards and FAA regulations and orders, and the Employer ensures each employee is certified by the FAA. In the event of a difference of professional opinion between an employee and the Manager the employee shall comply with the instructions of the Manager. In such situations, the Manager shall assume all responsibility for the decision and the employee shall be immune from any action, disciplinary or otherwise, which might otherwise result from complying with the Manager's instructions.

**Section 2.** In the event a Manager relieves an employee from the employee's operational position because of alleged unacceptable performance of duty, the Manager shall provide, upon request of the employee, a written explanation of reason(s) for the action as soon as practicable but not more than seven (7) days. The written explanation is not a notice of proposed action, disciplinary or otherwise.

**Section 3.** It is not the intent of the Company, or of the Union, to dictate the techniques or the manner in which an employee provides air traffic control services so long as they are consistent with FAA rules and regulations.

### **ARTICLE 33 UNION PUBLICATIONS AND USE OF EMPLOYER'S FACILITIES**

**Section 1.** The Employer will provide necessary space in each facility where bargaining unit 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 unless a reasonable person would find such materials are offensive, scurrilous, inflammatory or disparaging.

**Section 2.** The Union is authorized to conduct Union business in the Employer's facilities where bargaining unit members are employed in non-work areas as determined by the Air Traffic Manager. It is understood that the tower cab is a work area. When a Union representative is performing representational duties under this Agreement, the Employer shall make reasonable efforts to provide meeting area that will allow for confidential discussions.

**Section 3.** The Union may distribute materials to bargaining unit employees in the Employer's facilities in non-work areas during non-work times. The Union may place a lockable file cabinet in a mutually agreeable reasonable location within the Employer's facility where bargaining unit members are employed.

**Section 4.** The Union may place a Union reading binder in each facility in a non-work area where bargaining unit employees are employed to communicate with and inform the employees. The Employer shall not censor, restrict, alter, destroy or remove items from the Union reading binder. This binder is specifically limited to official Union business.

**Section 5.** The Union may send and receive mail through the Employer's facility address and/or mailbox at no expense to the Employer. The Employer is not responsible for Union mail. Provided the Employer will incur no costs, the employer shall provide bargaining unit employees with access to existing mail box/slot in each facility where bargaining unit members are employed. The union may place materials in employee mail boxes/slots.

**Section 6.** Union representatives may use the Employer's electronic mail address for official business communications with management officials.

**Section 7.** The Air Traffic Manager will, upon the Union Representative's request, provide space for Union meetings as space and scheduling permit. Operational and work areas may not be used for Union business. Employees participating in any such meeting shall be on unpaid time. On duty employees in a non-work status may be allowed to attend these Union meetings, provided they are available for immediate recall.

**Section 8.** Provided the employer will incur no costs, the Employer will provide access to existing personal lockers for use by bargaining unit members.

**ARTICLE 34 PARKING**

**Section 1.** The Parties recognize that parking is normally under the control of the Airport Manager or the FAA.

**Section 2.** The Employer will make reasonable efforts to provide safe and adequate parking for employees as close to the facility as possible at no cost to the employee. Where outdoor electrical vehicle charging stations or outlets are available, the Employer will make reasonable efforts to ensure that employees may have access to them.

**ARTICLE 35 AIR TRAFFIC CONTROL FACILITY EVALUATIONS**

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

**Section 2.** The Employer shall notify the employees at least thirty (30) days in advance or as soon as practicable of any scheduled FAA evaluation or follow-up.

**Section 3.** Should the FAA, or the Employer, elect to interview any bargaining unit employee regarding any evaluation, audit, survey or any other facility or service assessment, the individual, upon their request, shall be afforded Union representation if available in a reasonable time period. This representation/participation will occur on duty time. In no instance will an employee be denied union representation during a conversation which could, or develops into a conversation that could lead to discipline.

**Section 4.** When an evaluation, audit or assessment is conducted at an air traffic facility, the Union at the local level may designate one (1) member to participate in formal meetings on behalf of the Union, staffing permitting and with the auditor’s concurrence. Upon a request from the Union, the Employer shall, staffing and workload permitting, adjust work schedules so the designee can participate in a duty status provided there is no additional cost to the Employer.

**Section 5.** The Employer, upon request, shall provide the Facility Representative with a copy of the final report of an evaluation and/or follow-up. The Facility Representative or designee and the Air Traffic Manager will collaborate, to the extent possible, in remedying any deficit affecting bargaining unit employees.

**ARTICLE 36 PAID LEAVE**

**Section 1.** Effective January 1, 2022, upon completion of each full year of continuous service, an employee shall receive paid vacation leave time as follows:

- After one (1) year of service: Eighty (80) hours
- After five (5) years of service: One hundred twenty (120) hours
- After fifteen (15) years of service: One hundred sixty (160) hours



After twenty (20) years of service: Two hundred (200) hours

**Section 2.** Effective January 1, 2022, each employee shall accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked up to fifty-six (56) hours in accordance with Executive Order 13706. Employees at RNT will accrue 1 hour for every 30 hours worked up to 72 hours, in accordance with state law. Sick leave may be used for any of the following reasons:

- a. The BUE's own physical or mental illness, injury, or medical condition;
- b. The BUE's own need to obtain diagnosis, care, or preventive care from a health care provider;
- c. A need to care for a child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (1) or (2) or is otherwise in need of care; or
- d. For domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (1) or (2) above, or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (3) above in engaging in any of these activities.

**Section 3.** The Employer shall comply with all state or local laws relating to paid sick leave.

**Section 4.** The Employer understands the importance of time off from work and the important safety benefit resulting from such time off and encourages employees to utilize their vacation time for rest and relaxation. Employees who fail to schedule all of their earned vacation within ninety (90) days of their next anniversary date may have their vacation scheduled by the Air Traffic Manager during such ninety (90) day period or at the Employer's option, have any such earned vacation paid out in the pay period following their anniversary date.

**Section 5.** Where staffing levels and operational needs permit, employees will be provided the opportunity to take at least two consecutive weeks of vacation leave during the year.

**Section 6.** Vacation leave may be charged in the smallest increment allowed by the Employer's timekeeping system. Sick leave may be charged in increments of no less than thirty (30) minutes.

**Section 7.** The Manager and the Principal Facility Representative will cooperate to ensure that employees are permitted to take vacation leave of their choice to the extent possible. In the event of a conflict between vacation leave requests, seniority shall prevail.

**Section 8.** In those cases where an employee with at least one (1) year of continuous service resigns or is otherwise terminated, the Employer shall pay out all earned but

unused vacation leave time to the employee. In the event of death of an employee, the Employer shall pay out all unused vacation leave to the employee's designated beneficiary or, if not otherwise designated, to the employee's estate.

**Section 9.** During periods of stress caused by the death of a family member, an employee, upon request, shall be excused from work with pay for three (3) days. For purposes of this section, a family member is defined as an employee's spouse, domestic partner (both same sex and opposite), child (to include step and adoptive children), mother, father, sister, brother, grandparent, grandchild and like in-laws. Employees must promptly notify their ATM of their request for bereavement leave. The employee must complete a Request for Leave form and submit it to the Program Management Office ("PMO"). Bereavement leave will not be paid if it occurs when the employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a regularly scheduled day off or a paid holiday.

**Section 10.** 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 workday during work hours which the employee would otherwise be scheduled to work, the employee shall be paid the difference between their regular hourly rate of pay, not exceeding eight (8) hours per day, and the pay for jury service. Any employee who reports for such service and is excused from service early enough to work two (2) hours or more of his shift shall immediately report to work. Employees receiving a jury summons must present the summons and a leave request 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. Jury duty leave shall be used to replace scheduled work hours and may not be used to bring the employee's total paid hours in one (1) week to an amount above forty (40).

**Section 11.** For the purposes of Section 10 of this Article, and to the extent feasible, an employee's shift shall be changed so that his or her regular days off coincide with those of the court.

**Section 12.** Employees enlisted or entering the military or naval services of the United States shall be granted all rights and privileges provided by the applicable federal laws.

**Section 13.** In the event of fire, earthquake, storm, power outage or other emergency which requires the temporary closing of the tower, employees scheduled for and who report to work (excluding employees on overtime) during such closure shall receive up to six (6) hours of straight time pay for loss of scheduled work. Employees who receive notification from the Employer and are directed not to report shall not be eligible for such pay. Employees will be permitted to use earned vacation leave for any additional loss of scheduled work hours (excluding overtime) resulting from such closure.

**Section 14.** If an employee becomes seriously ill or injured at work, the Employer shall arrange for transportation to a physician, medical facility, or other designated location. If requested by the employee, or if the employee is unable to request, the Employer shall notify the employee's family or designated party of the occurrence and location of the employee.

**Section 15.** An employee will request leave in advance unless illness prevents advance notice, in which case the employee will notify the Air Traffic Manager as soon as possible. The Employer may require certification only for absences of three or more consecutive full days. The certification is limited to identifying the person making the certification and to verify that sick leave is needed for a reason identified in Section 2 above.

**Section 16.** Paid leave shall be used to replace scheduled work hours and may not be used to bring the employee's total paid hours in one (1) week to an amount above forty (40). If an employee's approved paid leave will result in more than forty (40) paid hours in a work week, the approved leave over forty (40) hours will be treated as leave without pay. All benefit plan(s) and accrual of leave shall continue in force during any period an employee is on paid leave.

**Section 17.** The Air Traffic Manager may approve up to two (2) hours of time away from work for the purpose of voting for employees whose work schedules prevent them from voting during the time the polls are open. The Employer reserves the right to deny such requests where operational or staffing levels do not allow such time away from work.

**Section 18.** The Employer will not be required to pay out accrued but unused paid sick time upon a BUE's cessation of employment. However, if the employee is later rehired or otherwise reinstated within one (1) year, they must be credited with their previous paid sick leave balance.

## **ARTICLE 37 HEALTH AND WELFARE**

**Section 1.** The Employer will contribute to employees' health and welfare benefits at the rate of \$4.60 per hour worked (effective upon receipt of the modification of the contract from the FAA incorporating the H&W adjustment retroactive to October 1, 2021). Effective January 1, 2022, the Employer will contribute to employees' health and welfare benefits at the rate of \$4.23 per hour worked. Beginning in August 2022 and annually each August thereafter, the parties will review and discuss the health and welfare hourly contribution above and will use the applicable wage determination's health and welfare hourly contribution as a reference to adjust such amount and/or calculation. Any such adjustment shall become effective upon receipt of the modification of the contract from the FAA incorporating the H&W adjustment retroactive to the prior October 1st (the first day of the Federal Government's fiscal year). The Parties agree that the "modification of the contract from the FAA" condition relates only to the date that employees will begin to receive the H&W rate adjustment, not whether the H&W rate adjustment will be paid.

**Section 2.** Health and welfare benefits covered by this provision include but are not limited to: health insurance, vision insurance, dental insurance, life and AD&D insurance, STD, LTD, EAP, H&W benefits administration, and 401(k) excluding Employer matching contributions. The short-term disability, long-term disability and life insurance benefits are mandatory.

**Section 3.** The Employer shall continue to provide, in accordance with its present policy, the following benefits to eligible employees.

- a. Health Insurance. Subject to this Article, the Employer will provide a comparable level of health insurance benefits as it currently provides under the Cigna Choice

Fund Open Access Plus HRA - Bronze & Gold Plans currently in effect. The Employer will cover the costs of such health insurance provided, however, that should the aggregate costs of all health and welfare benefits exceed the health and welfare contribution amount set forth in Section 1, the employee will be required to pay the remaining cost to maintain such benefits except to the extent provided in Section 3(a)(i) below. Any such employee share of premiums shall be made via payroll deduction on a pre-tax basis under Section 125 of the Internal Revenue Code.

- i. Health Insurance Premium Increases. Employees who elect health insurance coverage under an Employer-provided plan shall pay the employee-share of the premium in effect for such plan at the time of enrollment. In subsequent plan years, should the premium increase the employee shall be responsible for one-half (50%) of the additional cost and the Employer will pay the other one-half (50%) of the additional cost. For example, if the employee share of the premium is \$200/month upon enrollment and in a subsequent year the premium increases by 10%, the employee and Employer will split the additional \$20 monthly cost with the employee share becoming \$210/month and the Employer paying an additional \$10/month.
- b. Dental. Subject to this Article, the Employer will provide a comparable level of dental insurance benefits as it currently provides under the Concordia Preferred plan currently in effect. The Employer will cover the costs of such dental insurance provided, however, that should the aggregate costs of all health and welfare benefits exceed the health and welfare contribution amount set forth in Section 1, the employee will be required to pay the remaining cost to maintain such benefits. Any such employee share of premiums shall be made via payroll deduction on a pre-tax basis under Section 125 of the Internal Revenue Code.
- c. Vision Insurance. Subject to this Article, the Employer will provide a comparable level of vision insurance benefits as it currently provides under the Vision Service Plan policy currently in effect. The Employer will cover the costs of such vision insurance provided, however, that should the aggregate costs of all health and welfare benefits exceed the health and welfare contribution amount set forth in Section 1, the employee will be required to pay the remaining cost to maintain such benefits. Any such employee share of premiums shall be made via payroll deduction on a pre-tax basis under Section 125 of the Internal Revenue Code.
- d. Life and AD&D Insurance. Subject to this Article, the Employer will provide a comparable level of life and AD&D insurance benefits as it currently provides under the Minnesota Life Insurance Company policy currently in effect. The Employer will cover the costs of such life and AD&D insurance provided, however, that should the aggregate costs of all health and welfare benefits exceed the health and welfare contribution amount set forth in Section 1, the employee will be required to pay the remaining cost to maintain such benefits. Any such employee share of premiums shall be made via payroll deduction on a pre-tax basis under Section 125 of the Internal Revenue Code.
- e. Short Term Disability. The Employer shall provide a comparable level of short term

disability insurance benefits as it currently provides under the Matrix Absence Management policy currently in effect. The Employer will cover the costs of such benefit provided, however, that should the aggregate costs of all health and welfare benefits exceed the health and welfare contribution amount set forth in Section 1, the employee will be required to pay the remaining cost to maintain such benefits. To the extent the employee pays for this benefit post-tax, this will continue to be a 100% employee paid benefit.

- f. Long Term Disability. The Employer shall provide a comparable level of long term disability insurance benefits as it currently provides under the Reliance Standard Life Insurance policy currently in effect. The Employer will cover the costs of such benefit provided, however, that should the aggregate costs of all health and welfare benefits exceed the health and welfare contribution amount set forth in Section 1, the employee will be required to pay the remaining cost to maintain such benefits. To the extent the employee pays for this benefit post-tax, this will continue to be a 100% employee paid benefit.
- g. Employee Assistance Program. The Employer will continue to provide an Employee Assistance Program ("EAP"). The Employer shall provide employees with information about this program during the initial employee orientation.
- h. 401(k). The Employer will contribute to the employee's 401(k) account the amount, if any by which the health and welfare contribution amount set forth in Section 1 exceeds the cost of the health and welfare benefits provided to such employee. Such contribution shall be made to the employee 401(k) account in accordance with the Employer's practice for all non-exempt SCA-covered employees Employer-wide but in all cases no less than quarterly. Where the costs of health and welfare benefits provided to such employee exceed the health and welfare contribution amount, no Employer 401(k) contributions shall be made, other than Employer matching contributions as set forth in Section 7 of this Article.
- i. Health & Welfare Benefits Administration. The Employer will continue to administer the benefits.
- j. 125 Plan. The Employer will continue to provide a Section 125 Plan. The Employer will cover the costs of such 125 Plan.

**Section 4.** The Employer reserves the right to change insurance carriers, health maintenance organizations, plan administrators, or to self-insure, as it deems appropriate.

**Section 5.** The benefits described in this Article will be made available to eligible employees on the first day of the first month following the employee's date of hire.

**Section 6.** Termination of Coverage. Except as is otherwise required pursuant to the Employee Retirement Income Security Act of 1974 with respect to coverage under the insurance programs set forth in this Article coverage of an employee under the insurance programs set forth in Section 1 (a) through (h) of this Article shall terminate upon the earliest date allowed by the terms and conditions of the plan documents and the law. Notwithstanding any provision of this Agreement, the Employer shall have no obligations to pay any of the costs of the coverage set forth in this Agreement on behalf of any employee who is engaged in a strike.

**Section 7.** A 401(k) Retirement Plan will be provided for all bargaining unit employees. 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 their plan as soon as possible, but no longer than six weeks. The Employer will match the employee's contribution up to six percent (6%) of their gross income at the rate fifty percent (50%).

**Section 8.** The extent of coverage under all Employer insurance policies (including HMO) referred to in this Agreement will be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under will be resolved in accordance with the terms and conditions set forth in said policies or plans. It is expressly agreed and understood that the Employer does not accept, nor is it to be charged with, any responsibility or liability in any manner for any benefit afforded by this Article pursuant to or under an insurance contract, plan or program, including determination of coverage, qualification for or payment of benefits to or on behalf of an employee, or otherwise, and the Employer's sole liability shall be limited to making payment to the insurer of any required premium payment. Nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, employee, or beneficiary of any employee.

**Section 9.** Employer will notify the Union of Employer-wide changes to H&W benefits applicable to all non-exempt Service Contract Act-covered employees, and bargain over the effects of such changes.

## **ARTICLE 38 DUES WITHHOLDING**

**Section 1.** To the extent permitted by applicable law, 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. This remittance shall be accompanied by a list of all Employees. This list shall include the Employee's name, facility, job classification, dues remitted if any, date of hire, base hourly wage rate, and dates of unpaid leave.

**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.** All deductions 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:

- a. 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.

- b. 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.

**Section 5.** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise from any action taken or not taken by the Employer pursuant to this Article.

## **ARTICLE 39 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 will continue to provide each employee with a Leave and Earnings statement that includes, at a minimum, the following information:

- a. total wages paid;
- b. itemized list of all deductions;
- c. total regular hours worked and associated wages; total overtime hours worked and associated wages;
- d. total hours worked for which non-overtime differentials and/or premiums were earned and associated wages; and
- e. vacation earned and used.

**Section 3.** Employees will have their wages directly deposited in a checking or savings account of their choice. Exceptions to this policy will be considered on a case-by-case basis.

## **ARTICLE 40 DRESS CODE**

**Section 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which will not erode public confidence in the professionalism of the air traffic controller work force.

## **ARTICLE 41 PROTECTIVE PROVISION**

**Section 1.** The Parties recognize that events beyond their control may affect the general terms and conditions of employment specified in this Agreement. Such an event would be modification, suspension of funding and/or termination of the contract under which one

or more facilities covered by this Agreement are operated. In the event such a modification/termination becomes imminent, the Parties shall promptly meet to negotiate its impact, including but not limited to:

- a. the employment status of employees who would otherwise be adversely affected;
- b. the certified representational rights of the Union;
- c. the ability of the Employer to remain competitive; and
- d. severance pay, if any.

**Section 2.** In the event another contractor replaces the Employer, the status of this Agreement will be in accordance with applicable law, rules and regulations.

## **ARTICLE 42 NATIONAL TRANSPORTATION SAFETY BOARD (NTSB) UNION REPRESENTATIVES**

**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 national 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 and shall be bound by the confidentiality agreement required by the NTSB.

## **ARTICLE 43 PROFESSIONAL STANDARDS**

**Section 1.** By the end of calendar year 2021, the Employer will make appropriate person(s) available for a presentation by the Union on the merits of a Professional Standards Program (PSP).

**Section 2.** Should the parties reach an agreement on a PSP, they will work together to implement such program.

## **ARTICLE 44 FLIGHT DECK TRAINING (FDT)**

**Section 1.** The Employer and the Union recognize the learning and professional benefits associated with promoting interaction and transfer of knowledge between pilots and controllers.

**Section 2.** At such a time as the FAA makes available their FDT program, the Union and the Employer shall meet and bargain over the FDT program.

## **ARTICLE 45 CONTROLLER IN CHARGE**

**Section 1.** Controller in Charge (CIC) duties shall be in accordance with FAA Order 7210.3, Facility Standard Operating Procedures and Employer manuals and standards.



**Section 2.** CIC duties will be distributed in a fair and equitable manner.

**Section 3.** The CIC may approve unscheduled paid leave (or unpaid time-off if the employee will have 40 hours worked for the week) with approval from the ATM. ATM approval can be pre-coordinated or on-the-spot. The use of unscheduled leave must be consistent with the Facility Scheduling Policy and Operational Resource Management SOP.

## **ARTICLE 46 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 on-site substance testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not unreasonably delayed. The representative will be permitted to observe the actions of the collector 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.

For off-site testing, the employee will be allowed to confer telephonically for a reasonable period of time not to exceed ten (10) minutes, prior to testing. To the extent required by law, the employee shall be permitted to have a Union representative present during testing.

**Section 3.** Only employees who are in a duty status shall be subject to substance testing.

**Section 4.** A reasonable effort shall be made to accommodate employee requests for leave immediately upon completion of a Serco Inc.-directed drug test, 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 5.** Nothing in this Article shall be construed as a waiver of any employee, Union, or Employer right.

## **ARTICLE 47 SURVEYS AND QUESTIONNAIRES**

**Section 1.** The Employer shall not conduct bargaining unit employee surveys, which are under the control and authority of the FCT program, without providing the Union an opportunity to review and comment on the questions and related issues. The Union will be provided an advance copy of such survey(s) prior to distribution. The Union shall provide to the Employer any comments or questions, regarding the survey, within five (5) days of receipt of the survey information. Any such survey conducted of bargaining unit personnel shall be done on duty time. Participation in surveys by bargaining unit employees shall be voluntary. To the extent possible, anonymity shall be guaranteed through the use of electronic surveys.

**Section 2.** For corporate-level surveys, the Employer will provide the Union with a copy of the survey as soon as the FCT program becomes aware of it.

## **ARTICLE 48 EFFECT OF THE AGREEMENT**

**Section 1.** This Agreement represents the complete understanding between the Parties at the national level concerning the terms and conditions within, and supersedes the October 2014 Collective Bargaining Agreement between NATCA and Serco Inc.

**Section 2.** Nothing in this Agreement is intended to eliminate long-standing past practices at the local level that do not conflict with this Agreement.

**Section 3.** Any provision of this Agreement shall be determined a valid exception to, and shall supersede any Employer rules, regulations, directives, orders, policies and practices which conflict with this Agreement. The Employer agrees to apply its rules, regulations, directives, orders, policies and practices in a fair and equitable manner. Any changes thereto will be in accordance with Article 8 of this Agreement.

**Section 4.** The status of this Agreement and of the Union's recognition will be governed by applicable law.

## **ARTICLE 49 DURATION**

**Section 1.** This Agreement is subject to the approval of the National Air Traffic Controllers Association, the Employer's Senior Vice President, General Counsel and member ratification. This Agreement shall remain in effect for Thirty-Six (36) months from the date of ratification 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. 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.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE UNION:



Dean Iacopelli  
Chief of Staff

Date: 12/27/2021

FOR THE EMPLOYER:



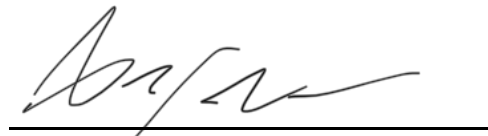
David Goldberg  
Senior Vice President  
General Counsel

Date: 12/23/2021



Nicole Vitale  
Director of Labor Relations

Date: 12/27/2021



Alex Navarro  
Northwest Mountain Regional Vice President

Date: 12/27/2021



Chris Gant  
Labor Relations Staff Representative

Date: 12/27/2021

## **APPENDIX 1 Represented Facilities**

NATCA is the collective bargaining agent certified by the National Labor Relations Board (NLRB) for bargaining unit employees employed by Serco Inc. at:

Aurora, OR (UAO)  
Chandler, AZ (CHD)  
Hailey, ID (SUN)  
Hawthorne, CA (HHR)  
Renton, WA (RNT)  
Riverside, CA (RAL)  
Mesa, AZ (IWA)  
Fullerton, CA (FUL)

NATCA and Serco Inc. have entered into this Agreement covering these facilities. Other facilities in which NATCA is certified by the NLRB shall be covered as provided in Article 3 of the Agreement.

## APPENDIX 2 WAGE RATES

Facility	Wage Rate (as of date of ratification)
Aurora, OR (UAO)	\$33.88
Chandler, AZ (CHD)	\$32.96 *
Fullerton, CA (FUL)	\$35.36
Hailey, ID (SUN)	\$34.28
Hawthorne, CA (HHR)	\$37.15
Renton, WA (RNT)	\$35.55
Riverside, CA (RAL)	\$37.88
Mesa, AZ (IWA)	\$34.98 **

\* plus \$.50/hour complexity pay for full facility certified employees only for all hours paid up to 40/hours per week.

\*\* plus \$.75/hour complexity pay for full facility certified employees only for all hours paid up to 40/hours per week.

## APPENDIX 3 AVIATION SAFETY ACTION PROGRAM

**Serco Inc.**  
**and**  
**NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION,**  
**AFL-CIO (NATCA)**  
**AVIATION SAFETY ACTION PROGRAM (ASAP)**

**MEMORANDUM OF UNDERSTANDING**

1. **GENERAL.** Serco provides visual flight rules (VFR) air traffic control (ATC) and weather observation services at Federal Aviation Administration (FAA) Contract Towers (FCT) under contract with the FAA and in accordance with applicable Federal Aviation Regulations (FAR), orders, manuals and policies. Since 2004, Serco has purposefully worked to establish a Safety Culture as part of its Safety Management System. Part of the Safety Culture is a commitment to a foster a Reporting Culture whereby, *"Managers and operational personnel freely share critical safety information without the threat of punitive action. Personnel are able to report hazards or safety concerns as they become aware of them, without fear of sanction or embarrassment."*
2. **PURPOSE.** The FAA, Serco and NATCA are committed to improving 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 Serco 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 Serco stakeholders join the FAA in voluntarily implementing this ASAP for eligible Serco 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 Serco 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 Serco Air Traffic Control (ATCS) personnel involved with air traffic operations of Serco 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 Serco, 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 Event Review Committee (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 12(a) of this MOU. Reports that the 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 or her own ASAP report. If the non-reporting employee submits his or 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 or 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 Serco management representative, one NATCA Union representative selected by the Union, and one FAA delegate assigned as the ASAP oversight representative. The Serco management representative will be designated as the ERC Chairman. The parties may utilize designated alternates to provide relief from operations and scheduling conflicts. Serco 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 Serco 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 Serco 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 Serco 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 Serco 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 Serco 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 Serco department for information and, if possible, resolution.
- (2) For reports related to safety, including reports involving possible non-compliance with FAA, and/or Serco 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 Serco will be forwarded through the ASAP Manager/Analyst to the appropriate Serco facility or manager for consideration, comment, and/or implementation as appropriate. Serco, NATCA, and the FAA will work together 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 Serco 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 Serco office for further handling. The FAA and Serco may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. Serco 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 Serco 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 12(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. Serco 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 Serco:

  
\_\_\_\_\_  
Steve Christmas, VP Aviation


July 29, 2014  
\_\_\_\_\_  
Date

For Federal Aviation Administration:

  
\_\_\_\_\_  
Stephen Lloyd, Director for Safety

9/12/14  
\_\_\_\_\_  
Date

For NATCA:

  
\_\_\_\_\_  
Steve Hansen, Chairman, National Safety Committee

8/29/14  
\_\_\_\_\_  
Date

**SERCO-NATCA ASAP IMPLEMENTATION  
MEMORANDUM OF UNDERSTANDING**

---

**ARTICLE I  
PROGRAM IMPLEMENTATION AND EXECUTION**

1. Prior to implementing the ASAP program, Serco shall make available training for all employees on how the automated reporting system is set up, tracked, stored, and generally operates. Training shall be developed and conducted collaboratively with NATCA. New employee ASAP training shall be conducted within 30 days of arrival at the facility.
2. New managers shall be trained on how ASAP operates and the respective duties of the participants.
3. The ERC shall collaboratively promote ASAP awareness periodically through the use of various media (i.e., memos, posters, newsletters, etc.).
4. When operational requirements permit, Serco will ensure all new members of the ERC have the ability to attend the FAA provided ERC training. In the event that a new ERC member is unable to attend FAA provided ERC training prior to assuming his/her ERC duties, Serco shall collaboratively work with NATCA to provide appropriate ERC training which may include an overlap with the outgoing ERC member for on-the-job training. This training will serve as an interim step to allow continuing operation of the ERC until such time as the FAA training becomes available.
5. The NATCA ERC Representative shall be on paid time while conducting ERC duties. Such duties shall include but are not be limited to reasonable preparation for meetings, serving on the ERC, post ERC meeting follow-up, and any associated travel. It is the responsibility of the ERC Representative to inform their ATM of scheduled meetings with as much advanced notice as is possible. When operational requirements permit the ATM shall adjust the duty schedule to allow the ERC Representative to participate. Any use of overtime must be pre-approved by the Serco Program Manager or designee. If operational requirements at the facility do not allow the NATCA ERC member to participate in the meeting, it will be rescheduled.
6. In accordance with the applicable provisions of the CBA, Serco shall pay for all necessary travel required for the NATCA ERC Representative to perform his or her duties.
7. Members of the ERC shall be required to sign non-disclosure agreements, and maintain strict confidentiality in regards to all information they receive on account of their duties as members of the ERC. This requirement shall also apply to any visitors allowed to attend/observe an ERC meeting/s. It is understood that ERC members may have discussions within their respective organizations concerning potential or identified safety issues, program policies, and other program issues as they arise. All such discussions shall only be with personnel who are also covered by a signed NDA with this ASAP.
8. 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.

**SERCO-NATCA ASAP IMPLEMENTATION  
MEMORANDUM OF UNDERSTANDING**

---

**ARTICLE II  
PROCEDURES AND REQUIREMENTS**

1. To the extent feasible, information requested by, and all SET recommended by the ERC shall be kept confidential by all parties to the MOU.
2. Serco will not use either the written report or the content of a written report to initiate or support any decertification or disciplinary action, unless the reported event meets the exclusionary criteria.
  - a. 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 the facility management, union representative and submitter can provide which 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 (e.g., relevant portions of the employee's performance history, involvement in similar types of events, ongoing training, and other performance directly related to this type of event). A joint proposal from facility management and the union representative can provide the most useable feedback for the ERC.
3. Serco may, as appropriate, return the affected employee to operational duty on some, or all positions while awaiting the ERC decision.
  - a. Employees must not be forced into a leave or non-pay status while awaiting the ERC decision.
  - b. Serco may, at its discretion, assign administrative duties to employees not immediately returned to operational duty.
  - c. Only when operational requirements necessitate will an employee's schedule be changed without that employee's concurrence.
4. Submitters must provide additional clarifying information to the ERC as requested. It is very important for submitters to give additional information when requested so that the ERC can make an informed decision concerning all aspects of the report. This information has the same protective provisions as the original report.
5. ATMs must:
  - a. when operationally feasible, provide employees choosing to file an ASAP report with time and a location to file a report.
  - b. consider a submitted ASAP report as accepted unless the ERC confirms otherwise.
  - c. provide the ERC all relevant information and/or SET recommendations within a reasonable time period (typically within 5 business days). The ERC may require expedited compliance when warranted.
  - d. give feedback to the ERC on training completion and/or qualification issues.

**SERCO-NATCA ASAP IMPLEMENTATION  
MEMORANDUM OF UNDERSTANDING**

---

- e. conduct performance skill checks or operational skills assessments (OSA) associated with an event/problem covered by an accepted ASAP report only when performing a CER or when approved or directed by the ERC.
  - f. provide employees adequate time and resources to accomplish SET in a timely manner as recommended by the ERC for any accepted ASAP report.
  - g. record SET in Section V of FAA Form 3120-1 as Type 4 training with the entry in the "Major Subject Areas" column limited to "ASAP" only.
6. The fact that a report was excluded must not be used as a basis for de-certification or disciplinary action.
7. ATMs may retain documentation locally about incidents covered by an accepted ASAP report, including, but not limited to, personal records, notes, or diaries maintained by a supervisor. Such information may not be referenced or used to support any decertification or disciplinary action.

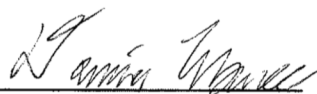
**For the Employer:**



David McCann  
Senior Program Manager

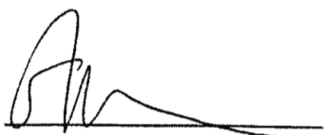
Date: May 6, 2016

**For the Union:**



Damien Maree  
Labor Relation Attorney

Date: 5/9/16



Steve Hansen  
Chairman, National Safety Committee

Date: May 9, 2016