

Proposed Amendments and Resolutions



**19th Biennial Convention
Fort Lauderdale, Florida
June 19-22, 2023**

REPORT OF THE NATIONAL CONSTITUTION COMMITTEE

In accordance with Article XIV Section 1 and SRC-1 of the NATCA National Constitution the National Constitution Committee presents the Constitutional Amendment Package for our 19th NATCA Convention. This package contains proposed amendments and resolutions as written to include their supporting arguments contained in the rationales. The Committee studied each proposed amendment and resolution to identify conflicts with existing contract provisions, constitutional language, current NATCA bylaws, and federal labor law or regulations. Footnotes have occasionally been added by the Committee to mitigate potential concerns. This report represents the Committee's findings.

The proposed amendments are listed in the order in which the Article appears in the NATCA Constitution and then the order they were received. Proposed amendments are numbered for identification purposes only. Text that has been proposed for deletion has been marked in "strikeout" format (~~this is an example of "strikeout" format~~). Proposed additions are shown in an "underline" format (this is an example of "underline" format).

The Committee also reviewed all resolutions received prior to the February 20th deadline. The resolutions are presented in the order they appear, or would appear, in NATCA's Constitution and bylaws. The text of these resolutions can be found on page 10.

Even the most spirited defenders of the NATCA Constitution and bylaws understand that these documents are not perfect. It is the intent that these documents will continue to evolve and meet the maturing needs of this Union. Amendments, deletions, and additions to NATCA's constitution and bylaws are not casual or without effort. Mechanisms exist to ensure that we, as individual members and as a union, have the opportunity to amend and improve the documents that define NATCA's framework and provide guidance to our elected leadership. Any changes to these important documents require our careful consideration and study.

It is the position of this Committee that all concerned should be commended for the thought reflected in their proposals. The Committee acknowledges and appreciates the time, effort, and energy that individuals have devoted to this Union and to their proposals. We recognize that these ideas were submitted with a sincere and earnest desire to improve and promote our organization.

Respectfully submitted by the National Constitution Committee:

Heath Wilson – Central Region, Chair
Drew Stewart – Northwest Mountain Region, Rules Chair
Michael Driscoll – Southern Region
Ryan Herrick – Great Lakes Region
Erik Mandt – Western Pacific Region
Michael Martin – Region X
Elisa Muise – New England Region
Chris Perks – Eastern Region
Marshall Roses – Alaskan Region
David Salapata – Southwest Region

† *Robert's Rules information or clarification how text would appear in bylaws.*

→ *NCC will create numbering or determine location within bylaws.*

Comments from NCC.

AMENDMENTS

In accordance with SRC-1 the following proposed amendments are submitted for consideration. The proposed amendments are listed in the order in which the Article appears in the NATCA Constitution and then the order they were received.

A23-01 Preamble, Article III, IV, VI, VII, VIII, IX, XII, XIII, XV, SRB-4, SRF-13, SRF-17, SRH-2, SRH-4, SRH-9, SRH-15, SRI-5, SRI-9, SRL-1, SRL-2, SRL-7, SRM-7, SRN-5, SRN-7, SRN-9[†]

AMEND: Preamble

As the working ~~men and women professionals~~ who make up our nation's air traffic control system, we play a critical role in the provision of safe and efficient air transportation in the United States...

AMEND: Article III: Membership

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

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

Section 4. ...It shall be the responsibility of each member to keep ~~his/her~~ their facility representative informed of ~~his/her~~ the member's status under the provisions of this section.

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

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

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

Section 8. ...A Lifetime Retired Member who subsequently becomes eligible for active membership shall have ~~his/her~~ their retired membership fee refunded.

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

AMEND: Article IV: Organizational Structure and Officers

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

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

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

Section 7. In the event the Executive Vice President or a Regional Vice President is unable to complete ~~his or her~~ their term as designated by the Constitution, or if the position is vacated for any reason prior to the term's expiration as defined by the Constitution, the President shall appoint, subject to approval of the National Executive Board, an active member in good standing to fulfill that office for the balance of the term as defined by our Constitution until the next regularly-scheduled election pursuant to Article VII; such person shall possess all the rights, powers, privileges, duties and responsibilities vested with the office as if ~~he or she~~ they had been elected to the position.

AMEND: Article VI: Rights and Responsibilities of Members

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

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

Section 5. No person shall be discriminated against by the Association or any of its members on account of race, color, ~~sex, creed, national origin, age, handicap, or sexual orientation,~~ religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information.

Section 7. If a member applies for or voluntarily accepts a supervisory or management position within the Agency/company then; ~~he/she~~ they shall immediately vacate any elected/appointed Union position currently held, and shall not be eligible to run for office or be appointed to any position with the Union for a period of twelve (12) months after the closing date of the applicable bid (if not selected) or twelve (12) months after returning to the bargaining unit from a supervisory or management position within the Agency/company. These provisions shall not apply in the case of an employee that is forced to work a supervisory or managerial position within the Agency/company.

AMEND: Article VII: Nomination and Election of Officers

Section 2. To have ~~his or her~~ their name placed on the ballot, a candidate for National Office must be nominated by an active member in good standing and must accept the nomination...

AMEND: Article VIII: National Conventions

Section 5. ...Each delegate shall be entitled to cast a number of votes equal to the number of active members in good standing in ~~his or her~~ their Local thirty (30) days in advance of the opening of the Convention, divided by the number of delegates representing the Local properly registered and credentialed at the time of the vote.

AMEND: Article IX: Finances

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

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

AMEND: Article XII: Impeachment

Section 2. ...Within (30) days after receiving the complaint and response, each delegate shall advise the National Executive Board, in writing, whether ~~he or she~~ the delegate recommends continuing the impeachment process.

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

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

AMEND: Article XIII: Internal Grievances

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

Section 4. ...If, in submitting a reply, the accused admits to the charge, and, the accused waives ~~his/her~~ their right to a hearing, the National Executive Board shall have the ability to sustain the grievance.

AMEND: Article XV: Seniority

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

AMEND: SRB-4 Platinum Lifetime Retired Membership

Any bargaining unit member who was an active member in good standing for 20 continuous years immediately preceding ~~his or her~~ their retirement or was a charter member that was a continuous member up to and immediately preceding ~~his or her~~ their retirements shall be eligible for a lifetime retired member status at no further cost to the member. In units certified subsequent to initial NATCA recognition, this membership type is open to any bargaining unit member who became an active

NATCA member within 6 months of the respective unit certification and remained so up to and immediately preceding ~~his or her~~ their retirement.

AMEND: SRF-13 Outstanding Cash Advances and Expenses

...If no such accounting is accomplished, the NATCA Comptroller shall send a certified letter to the individual involved stating the amount due and requesting the individual contact ~~his/her~~ the NATCA Comptroller's office to make acceptable arrangements for repayment within 21 days; failure to do so will automatically result in referral to a collection agency to recoup the amount of the indebtedness...

AMEND: SRF-17 Training or Meeting Cancellation Costs

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

AMEND: SRH-2 Selection of Liaisons, Technical Representatives and Workgroup Members

...(Note: The President can obtain information from any source ~~he/she~~ they deems appropriate prior to making a selection for a position, i.e.; Director of Safety and Technology, National Safety Chair, Director of Labor Relations, etc.)...

...Any national liaison/technical representative/work group member who is unable or unwilling to complete ~~his/her~~ their term will be asked to provide at least a 120-day notification to the President of ~~his/her~~ the national liaison/technical representative/work group member's intentions...

AMEND: SRH-4 NTSB Representative/Contract Committee Member Selection Policy

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

AMEND: SRH-9 IFATCA & Meeting Reports

...Any member who serves as a standing committee member, ~~chairman~~ chairperson, or elected official of IFATCA shall submit a written report to the NEB outlining proposals, decisions, or potential issues within the scope of their particular positions...

AMEND: SRH-15 Conflicts of Interest for Nationally Appointed NATCA Representatives, Committee Chairpersons, and National Executive Board

1. ...~~(c)~~ a member of the NATCA National Executive Board shall sign an Agreement pledging to prevent a conflict of interest by refraining from seeking or accepting employment with an aviation industry organization with which that member interacts on behalf of NATCA (including, but not limited to, aviation-related corporations, nonprofit associations, and policy groups) for a period not to exceed twelve (12) months from the immediate conclusion of ~~his or her~~ their NATCA position.

2. The Agreement provided for in Section 1 shall include remedial provisions for violations of the Agreement requiring repayment of any funds, as determined by NATCA, paid and/or reimbursed by NATCA for travel, lodging, meals, and other related expenses during the twelve (12) months immediately preceding the conclusion of ~~his or her~~ their NATCA position...

3. ...No member of the committee may consider an appeal that ~~he or she~~ the committee member submitted on ~~his or her~~ their own behalf...

AMEND: SRI-5 NEB Meeting Attendance by Members

...Such members will be limited to five minutes, unless time is extended by the ~~Chairman~~.
If more than twelve members wish to speak, the Chair may, at ~~his/her~~ the option of the Chair, allow additional time, allocate specific time to certain topics of common interest, or devise another equitable method to accommodate the members...

AMEND: SRI-9 Official Management Development Programs

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

AMEND: SRL-1 Arbitration Policy

When a Regional Vice President or ~~his/her~~ their designee decides to pursue arbitration of a grievance, ~~he/she~~ they will ensure the completed grievance file has been properly uploaded into the NATCA Grievance Tracking System (GATS) and elevated to the arbitration level no later than fourteen (14) days after the receipt of management's step 2 response, or as

appropriate. The grievance file should include, at a minimum, a copy of the grievance, management responses (if any), copy of any local MOU(s) relied upon, copies of any laws, Agency Orders, rules, or regulations violated, SF-50s, pay records, witness statements and all other evidence. In addition, accompanying the grievance file, the Regional Vice President or ~~his/her~~their designee will upload a grievance evaluation, which will include the facts of the case, a summary of the evidence, strengths and weaknesses of the grievance, and a recommendation for moving forward.

Upon receipt of the arbitration request and case file, the Director of Labor Relations may conduct a follow-up with the Regional Vice President or ~~his/her~~their designee to discuss the strengths and weaknesses of the case...

AMEND: SRL-2 Use of Outside Counsel

...Where an attorney is available and upon such a request, the General Counsel shall contact the proposed attorney or other competent attorney versed in the appropriate field of law, check and verify ~~his/her~~their credentials, and negotiate the appropriate rate of charge or retainer fee...

AMEND: SRL-7 Unfair Labor Practice Charges

When a Facility Representative seeks to file a ULP with the FLRA or NLRB, ~~he or she~~the Facility Representative should consult with the Regional Vice President before filing...

...When a Regional Vice President or ~~his/her~~their designee decides to pursue a ULP, they should forward the complete case file to their Labor Relations Strategy Group designee who will share the file with the Labor Relations Strategy Group...

AMEND: SRM-7 Layoffs in Federal Contract Towers

If, as a result of a closure, a member is laid off, ~~he/she~~they shall be considered to be an active member of the Association for as long as ~~he/she~~they remains in a layoff status...

AMEND: SRN-5 Paid Moves for National Officers

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

AMEND: SRN-7 Authority to Hire/Fire Employees

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

AMEND: SRN-9 Nepotism

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

Rationale: At the Association's 18th Biennial Convention in Houston, TX, the Convention Body referred A21-01 to committee for the purpose of determining the viability of the changed language and the potential unintended consequences of adopting the amendment as proposed.

That committee identified thirteen (13) areas in which they recommend using different wording to avoid any possible confusion. The rationale for these changes centers around the usage of the word "their" multiple times in quick succession. In the proposed amendment, "their" is used as a type of pronoun called a possessive adjective. Grammatically, this is known as a determiner. A determiner is placed in front of a noun to specify quantity, or in this case, what the noun refers to. When used multiple times in quick succession as the original proposed language does, it could lead to confusion as to what noun it is referring to.

We have chosen to resubmit the original A21-01 with the recommended changes incorporated. Additionally, in this proposal there is language that clarifies the Union's position on discrimination to be in line with the EEOC. Several of the authors listed below were on the aforementioned committee.

Authors: Drew Stewart (ZSE), Alex Navarro (ZSE), Lydia Baune (GEG), Erik Mandt (ZOA), & Mike Martin (EWP)

<input type="checkbox"/> Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Amended <input type="checkbox"/> Withdrawn
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† This proposal combines **amendments** to NATCA National Constitution as well as **resolutions** that are in the Standing Rules and Policy & Position Statements. This proposal shall require a 2/3 vote to pass in its entirety to satisfy the threshold for amendments to the NATCA National Constitution.

A23-02

Article VI: Rights and Responsibilities of Members, § 2

AMEND: Section 2. ~~All~~ Negotiated term agreements shall be sent to the affected membership for ratification. Ratification shall require ~~a majority~~ at least two-thirds (2/3) of the votes cast.

Rationale: To add transparency and give the membership a stake in the negotiations as other unions do.

Author: Rob Waters (VRB)

Passed
Defeated
Amended
Withdrawn

A23-03

Article VI: Rights and Responsibilities of Members, § 7

AMEND: Section 7. If a member ~~applies for or~~ voluntarily accepts a supervisory or management position within the Agency/company then; he/she shall immediately vacate any elected/appointed Union position currently held, and shall not be eligible to run for office or be appointed to any position with the Union for a period of ~~twelve (12) months after the closing date of the applicable bid (if not selected)~~ or twelve (12) months after returning to the bargaining unit from a supervisory or management position within the Agency/company. These provisions shall not apply in the case of an employee that is forced to work a supervisory or managerial position within the Agency/company.

Rationale: Due to the current state of hiring and transferring procedures, the act of applying for a supervisory/management position within the Agency should not be seen as a threat when other avenues of progression are unreliable, unobtainable or do not exist. Article III Sections 2 & 3 define good standing and which members have the right to vote and hold office. The highlighted segments of Article VI: Rights and Responsibilities of Members Section 7 are retaliatory in nature and should be removed. By applying to a supervisory/management role, a member does not violate NATCA's definition of a member in good standing, and a member in good standing shall have the right to hold office, without regard of what he/she has applied for. As a NATCA member, it is possible to believe in the union's greater good, and be an active member but still want to progress one's career when other avenues are seemingly impossible to achieve. A conflict of interest only becomes apparent when the supervisory/management position applied for has been accepted by the member.

Author: Jordan Folie (BGR)

Passed
Defeated
Amended
Withdrawn

A23-04

Article VII: Nomination and Election of Officers, § 7

AMEND: Section 7. ~~A National Officer may serve an unlimited amount of terms in the same office. National Officers shall be limited to two (2) terms of service, consecutive or non-consecutive, at any given office. No member shall be permitted to serve more than two (2) terms total between the offices of President and Vice President.~~

Rationale: Any officer who has been removed from the workforce for such an extended period cannot conceivably represent their membership effectively. This amendment would presumably ensure that no member is so far removed from the operation that the ability to effectively negotiate on behalf of the general membership would be appreciably diminished. This amendment would limit a member from serving more than 2 terms at any given position, but would not prohibit a member who has served, for example, as an RVP for 2 terms to be elected as the Executive Vice President for 2 terms. However, a member who has served 2 terms as an RVP, one term as EVP, and one term as national President, would be ineligible to be elected as President, EVP, or RVP again.

Passed
Defeated
Amended
Withdrawn

A23-05

Article XV: Seniority, § 3

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

Rationale: The majority of the current NATCA Union Members were not even employed during the white book period when this rule was created due to division. At this point...NATCA is only hurting its own current dues paying members with this outdated rule. Total time employed as a bargaining unit member should be counted toward overall seniority regardless of time spent within management.

Author: James Pensis (ZLC)

Passed
Defeated
Amended
Withdrawn

A23-06

Article XV: Seniority, § 5

ADD NEW: Section 5. If a BUE accepts an extension beyond the mandatory retirement age, then a BUE will have their seniority offset by the time of extension or by the time of next contract whichever is greater.

Rational: If NATCA's stance is against extension of retirement mandatory retirement age, then this would prove the stance and disincentivize those from taking an extension.

Author: Randy Luttrell (ONT)

Passed
Defeated
Amended
Withdrawn

A23-07

Article XV: Seniority, § 1

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

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

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

The Composite Seniority Date is an employee's Service Computation Date (SCD) if time has been purchased from the agency, plus any NATCA Bargaining Unit Time accrued outside of federal service, less any time served in a supervisor/management position. NATCA Bargaining Unit Time is defined as the total time in a given bargaining unit

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

Rationale: I believe we as a Union fully understand those who did serve did not do so in order to improve their NATCA seniority dates. However, I still believe our Union's seniority policy should recognize that service. This amendment accomplishes that objective without being impossibly complex to administer.

Author: Johnny Walthall (ILM)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

A23-08

Article XV: Seniority, § 1

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

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

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

NATCA Bargaining Unit Time is defined as the total time in a given bargaining unit represented by NATCA and as defined by the petition for representation of that unit. FAA Academy Time is defined as the total time in air traffic control training at the Mike Monroney Aeronautical Center in a non-bargaining unit status. Cumulative NATCA Bargaining Unit Time is derived by totaling all time together spent in each of the NATCA bargaining units and FAA Academy Time.

Rationale: NATCA determining seniority this way would create a fair and standard seniority timeline for all FAA employees eliminating non-standard and varying seniority due to different academy classroom lengths and requirements. We should determine seniority to begin on the first day of employment with the FAA. Class length, training status, and position or arrival date to a first facility should not impact seniority.

Authors: Michael Schawinsky (I90) & Barry Coates (I90)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

A23-09

Article XV: Seniority, § 5

ADD NEW: Section 5. Any bargaining unit employee who voluntarily works past their mandatory retirement date, after October 1, 2023, will have their seniority date reset to zero.

Rationale: PSF-8 age 56 waivers already quote an increased health risk and loss of proficiency working over age 56. In addition, waivers allow the agency to ignore the ongoing staffing crisis. NATCA already does not support age 56 waivers.

Author: Ray Propst (DAB)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

A23-10

Article XV: Seniority, § 1

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

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

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

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

Rationale: This change simply reorders the two sentences of the second paragraph in order to be in line with how they appear sequentially Section 1.

Author(s): National Constitution Committee

	Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Amended <input type="checkbox"/> Withdrawn <input type="checkbox"/>
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A23-11

Article XV: Seniority, § 1

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

- a. Cumulative NATCA Bargaining Unit Time; plus 20% of time spent at current facility of record;
- b. First Tie Breaker: NATCA Bargaining Unit Time;
- c. Second Tie Breaker: EOD/FAA;
- d. Third Tie Breaker: SCD;
- e. Fourth Tie Breaker: Lottery. The lottery shall be determined at the local level.

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

NATCA Bargaining Unit Time is defined as the total time in a given bargaining unit represented by NATCA and as defined by the petition for representation of that unit. Cumulative NATCA Bargaining Unit Time is derived by totaling all time together spent in each of the NATCA bargaining units. Time spent at facility is calculated and rounded to the nearest whole day. NATCA bargaining Unit time plus additional time spent at current facility will be calculated and tracked at each facility using an Excel Document.

Rationale: As things stand now, there is no incentive or reward for spending a prolonged time or even an entire career at one facility. On the other hand, there is monetary incentive to jump from facility to facility. This amendment will allow time at your current facility to count for something. It will incentivize and reward controllers for staying at a facility and becoming an expert in their area/airspace. I believe controllers who have 10, 15, even 20 years of experience at one facility are undervalued and not being rewarded for the vast knowledge base that took years of working the same airspace to acquire. This amendment will reward that. If a controller with 15 years of bargaining unit time were to transfer to a facility where another controller also had 15 years of bargaining unit time but all of it was at the current facility, that person would be more senior. Another benefit of this amendment would be that facilities would feel better staffed. Resources would not be needed to train as many transferring controllers.

Author: Brandon Reich (ZDV)

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RESOLUTIONS

In accordance with SRC-1 the following proposed resolutions are submitted for consideration. The proposed resolutions are listed in the order in which they appear in the NATCA Constitution and then the order they were received.

R23-01

AMEND: SRB-4 Platinum Lifetime Retired Membership

Any bargaining unit member who was an active member in good standing for 20 continuous years immediately preceding his or her retirement or was a charter member that was a continuous member up to and immediately preceding his or her retirements shall be eligible for a lifetime retired member status at no further cost to the member. In units certified subsequent to initial NATCA recognition, this membership type is open to any bargaining unit member who became an active NATCA member within 6 months of the respective unit certification and remained so up to and immediately preceding his or her retirement.

Rationale: Fixes the typo where “retirements” is plural and should be singular.

Author(s): National Constitution Committee

Passed
Defeated
Amended
Withdrawn

R23-02

AMEND: SRD-1 Annual Membership Dues

Effective ~~January 11, 2015~~, January 14, 2024, the annual dues of the membership in the Association is set at 1.4% of the individual member’s ~~locality adjusted~~ basic pay salary.

Rationale: Locality is intended to aid workers with their cost of living, and workers are significantly impacted by increasing inflation nationwide. This restructuring of our dues will help workers, and reflects that the union currently does not include locality in their negotiations for us. I appreciate your consideration for this amendment.

Author: Joseph Okuda (SFO)

Passed
Defeated
Amended
Withdrawn

☞ The NCC believes this proposal is in conflict with Article IX Section 6. Changes to dues can only be proposed by the National Executive Board.

R23-03

AMEND: SRD-7 Dues Rebate

Effective January 1, 2017, the National Office will rebate to the Locals, quarterly, ten (10) percent of the dues or \$750, whichever is greater. For Locals collectively paying less than \$3,000 in dues per year, the rebate shall equal the amount of dues paid. be 90% of the amount of dues paid. The 10% retained by NATCA national would be used to create an internet subsidy. The subsidy would be paid to facilities whose cost for internet (only), is greater than 15% of their annual dues rebates and that do not receive SRF-12 subsidies. The subsidy would be distributed in equal payments to those qualifying facilities.

Rationale: The cost of internet is growing for NATCA locals, and many internet providers consider labor unions a commercial account. Facilities are then required to pay much larger service charges and fees, as well as difficulties or costs that may arise coordinating with airport operators for installation/service lines. While the cost has grown the need for dependable high speed internet in the facility is required. We conduct official business via 'TEAMS' and 'ZOOM' almost daily. Internal NATCA business as well as collaboration with the agency utilizes our facility internet as well. Additionally, many new TVs, electronics, etc. that are brought in by members are dependent local internet as well. By passing this amendment, the convention body will provide better access to an essential service at small to mid level facilities.

Authors: Matt Morgan (BOS) & James Lovett (EWR)

Passed
Defeated
Amended
Withdrawn

R23-04

AMEND: SRD-10 Initiation Fee

If a collective bargaining agreement is in effect, no initiation fee shall be assessed for individuals who become members within three months of being eligible for the first time for membership. If a collective bargaining agreement is not in effect, an initiation fee shall not be assessed for individuals who become members within six months after the effective date of the first collective bargaining agreement covering these employees. In addition, individuals who were members when they left the bargaining unit shall not be assessed an initiation fee if they become members within sixty days from the date that they return to the bargaining unit.

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

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

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

Through December 31, 2023, there will be a one-time open season where there will be no initiation fee for anyone, with no exceptions.[†]

Rationale: At the time of this proposed open season, it will have been nearly two years since some BUEs left the union, for one reason or another. We have had multiple BUEs express an interest in re-joining, albeit without having to pay an initiation fee. It is our thought that more will be encouraged to rejoin the Union, if the initiation fee were waived for a short period of time.

Authors: Zachary Miles (CVG) & Justin Dobso (CVG)

Passed
Defeated
Amended
Withdrawn

† If adopted, the proposed language will be settled prior to the next Convention and will be automatically removed by the Constitution Committee.

R23-05

AMEND: SRD-10 Initiation Fee

If a collective bargaining agreement is in effect, no initiation fee shall be assessed for individuals who become members within three months of being eligible for the first time for membership. If a collective bargaining agreement is not in effect, an initiation fee shall not be assessed for individuals who become members within six months after the effective date of the first collective bargaining agreement covering these employees. In addition, individuals who were members when they left the bargaining unit shall not be assessed an initiation fee if they become members within sixty days from the date that they return to the bargaining unit.

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

The National Executive Board shall have the authority to declare open seasons, as recommended by the Organizing Committee. ~~not to exceed ninety (90) days at a time, no more often than once per year, per bargaining unit.~~ Any active member who resigns from the union or is automatically expelled because of non-payment of dues, in accordance with Article III, Section 7 of the National Constitution, shall not be allowed to rejoin the union without paying an initiation fee.

Rationale: The National Executive Board (NEB) is elected by the NATCA membership and manages the operation of our union. The National Organizing Committee (NOC) is responsible for determining the efforts to recruit new members. This amendment retains the power to determine open seasons with the NEB, and the responsibility for recommending and managing these open seasons with the NOC.

Region X includes multiple bargaining units with employees located in all nine regions, FAA Headquarters, and the FAA Aeronautical and Technical Centers. The leaders of Region X are determined to grow our union and are working with the NOC to develop programs, tools and materials to help us recruit new members. The standing rule as written may restrict these efforts. This amendment will allow us to add more members to our NATCA family, while leaving authority in the hands of our elected leaders. I ask for your support for this amendment.

Author: Don Schmeichel (ENM)

Passed
Defeated
Amended
Withdrawn

R23-06

AMEND: SRF-12 Reimbursement for Training/Meetings

For any local receiving \$4,500 or less in annual dues rebates, transportation and lodging expenses required to attend NATCA training courses or regional meetings will be paid by the region or department hosting the event, in accordance with NATCA's expense reimbursement policy.

For any local receiving more than \$4,500, but less than \$6,000 in annual dues rebates, ~~fifty percent (50%)~~ seventy-five percent (75%) of transportation and lodging expenses required to attend NATCA training courses or regional meetings will be paid by the region or department hosting the event, in accordance with NATCA's expense reimbursement policy.

For any local receiving \$6000, up to and including \$10,000, in annual dues rebates, fifty percent (50%) of transportation and lodging expenses required to attend NATCA training courses or regional meetings will be paid by the region or department hosting the event, in accordance with NATCA's expense reimbursement policy.

All such expenses require pre-approval by the individual responsible for the budget before costs are incurred.

Rationale: As prices continue to rise year over year, travel to Convention, NATCA in Washington, and NATCA Academy offerings are consuming more of our local budgets. This proposed change in SRF-12 creates an additional category for the 34 locals that receive \$6,000 up to and including \$10,000 dollars a year in dues rebates, while providing additional funds for those 23 facilities receiving more than \$4,500 but less than \$6,000 dollar per year.

Any additional membership involvement is a benefit for our future. These savings to our annual budgets allow for the creation of more NATCAvist and involvement in our collective goals.

Authors: James Lovett (EWR) & Michael Brennan (EWR)

Passed
Defeated
Amended
Withdrawn

R23-07

AMEND: SRH-7 NATCA Historical Committee

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

Rationale: The first sentence makes it clear that the Committee is established to collect the history of the Association and does not need to be repeated in the second sentence where it discusses the tasks and outlines that history will be collected from all three "levels."

In the Fall of 2021, the EVP determined the Committee will receive its own budget line within the larger NATCA budget to better track its expenses. Therefore, it is unnecessary to state, again in the second sentence, that the NEB "will determine the funds necessary" as it now utilizes the process of requesting a budget amount and then final determination is completed by the NFC/NEB at its meeting in November of every year.

To conclude, the Committee has proposed to remove the second sentence for the reasons stated above and looks forward to the membership's approval.

Author(s): NATCA Historical Committee

Passed <input type="checkbox"/>
Defeated <input type="checkbox"/>
Amended <input type="checkbox"/>
Withdrawn <input type="checkbox"/>

R23-08

AMEND: SRH-9 IFATCA & Meeting Reports

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

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

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

Rationale: This is an extension of the work done by the group that worked on A23-01 making the language gender neutral.

Author(s): National Constitution Committee

Passed <input type="checkbox"/>
Defeated <input type="checkbox"/>
Amended <input type="checkbox"/>
Withdrawn <input type="checkbox"/>

R23-09**ADD NEW: SRI-XX Records Release**[→]

Records pertaining to negotiations shall be released to membership upon request after negotiations have concluded. Records shall not be withheld under the pretenses of protecting union interests in future negotiations. If an agreement has been reached between concerned parties and all due signatures have been collected and a memorandum or agreement has been executed, the negotiations shall be considered concluded and the records made available to any requesting member without undue delay.

Rationale: The membership recognizes that transparency is paramount to promoting trust between the membership and union leadership. Leadership actively suppressing the release of records pertaining to negotiations, regardless of intent, portrays an atmosphere of deceit and invites distrust and discord. It is not unreasonable for the membership to expect transparency regarding business conducted on their behalf.

The inclusion of the stipulation requiring negotiations to be completed protects the bargaining position of the union while negotiations are being conducted, while the overall intent of the article is to provide clarity and bolster confidence that membership interests are being protected.

Authors: Colin Kumor (PHL) & Bob Smolen (N90)

Passed
 Defeated
 Amended
 Withdrawn

[→] If adopted, the Constitution Committee will assign a number to the resolution.

R23-10**ADD NEW: SRI-XX Negotiation Inclusion**[→]

Negotiations being conducted at a national level on behalf of a specific facility, facilities, or region shall require a representative from the affected facilities or region to be signatory to any business conducted on their behalf. If the business pertains to an entire region, the Regional Vice President shall be included as a signatory for relevant negotiations. If the business pertains to a specific facility, the FacRep (or their designee) from that facility shall be included in relevant negotiations and shall be afforded all due transparency regarding any business being conducted on their behalf.

Rationale: Any negotiations conducted on the behalf of a specific facility or subset of facilities that does not affect the general membership as a whole shall include representatives from the affected facilities in the negotiation process.

The union is comprised of hundreds of facilities encompassing thousands of employees, and it is unlikely that representatives solely at the national level would be able to know the needs and desires - and negotiate on behalf of - any given facility at the local level. Membership at the local level should not be subject to negotiations made on their behalf without input, and the inclusion of a FacRep from an affected facility would guarantee that their voices are heard.

Authors: Colin Kumor (PHL) & Bob Smolen (N90)

Passed
 Defeated
 Amended
 Withdrawn

[→] If adopted, the Constitution Committee will assign a number to the resolution.

R23-11

ADD NEW: SRI-XX CBA Extension Voting Rights[†]

Extensions to Collective Bargaining Agreement (CBA) shall be sent to the affected membership for a vote. An extension passes if it receives a majority of the votes cast.

Rationale: Membership shall not be denied the right to vote on CBA Extensions.

Authors: Colin Kumor (PHL) & Bob Smolen (N90)

Passed
Defeated
Amended
Withdrawn

[†] If adopted, the Constitution Committee will assign a number to the resolution.

R23-12

AMEND: PSA-5 Alternative Funding Stream

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

- a. Creating a sustainable financial future. It is critical to establish a funding system that provides dedicated and sufficient revenues to pay for obligations.
- ~~b. Separating the operations and support functions from the regulatory functions of the Federal Aviation Administration (FAA). Potential areas of exploration could include the creation of two separate government agencies or the formation of a quasi-governmental corporation.~~
- ~~b~~e. Reforming existing statutes, regulations, and policies.
- ~~c~~e. Reviewing the current mix of Airport and Airway Trust Fund taxes and fees and considering alternative sources that provide sufficient funding for services such as air traffic control and aircraft certification.

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

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

Rationale: This language was added because of the introduction of H.R. 4441 (AIRR Bill) back in 2016. This partisan bill was a complete failure, from its inception to its final defeat. Regardless of which party controls Congress, there is little to no support in removing Air Traffic Control from the Federal Aviation Administration, therefore this language should be removed. NATCA should always strive in aiding and supporting bipartisan legislation in Congress which will make passage of a bill more likely. Doing so will help achieve, not hinder, a stable and predictable funding stream. NATCA should not be open to "having a seat at the table" to dismantle the current National Airspace System, and replacing it with something similar to the deficient quasi-government U.S. Postal Service we have today.

Author: Joseph Alvarado (LGB)

Passed
Defeated
Amended
Withdrawn

R23-13

ADD NEW: PSB-XX Policy on Mandatory Retirement Age[†]

NATCA will pursue age 57 mandatory retirement.

Rationale: The majority of the workforce now has an MRA of 57 and needs this to achieve the MRA+30 provision in our retirement system. This must be a priority for NATCA as it affects most current and all future members and, as retirement benefit, represents a fundamental responsibility to any union and its members interests. The previous administration's rationale against pursuing this immense benefit has never been credible. In addition, in light of NATCA's support of The Contract Act it would be contradictory to not support our current controllers staying in their positions for one more year.

Author: Michael Orfanakis (N90)

Passed
Defeated
Amended
Withdrawn

[†] If adopted, the Constitution Committee will assign a number to the resolution.

R23-14

AMEND: PSC-2 Contracting Facilities

The National Office shall spare no reasonable expense in the protection, continuation, and growth of all bargaining unit positions, and shall offer all lawful resistance to out-sourcing, ~~or contracting out,~~ or to form a quasi-governmental corporation, including any exploration of separating Air Traffic Control from the Federal Aviation Administration (FAA), whether it be for profit or non-profit.

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

Rationale: H.R. 4441 (AIRR Bill) was a complete failure, from its inception to its final defeat. Regardless of which party controls Congress, there is little to no support in removing Air Traffic Control from the Federal Aviation Administration (FAA). As such, this language should be added in order to avoid making this mistake again. The current deficient quasi-government U.S. Postal Service and the privatized, almost defunct, Flight Service are two perfect examples why this language should be added. NATCA should not be open to experimenting with removing Air Traffic Control from the FAA.

Author: Joseph Alvarado (LGB)

Passed
Defeated
Amended
Withdrawn

R23-15

AMEND: PSF-3 Career Progression

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

NATCA will seek to create a three-tiered system for career progression:

Tier 1: ATC Levels 4, 5, 6

Tier 2: ATC Levels 7, 8, 9

Tier 3: ATC Levels 10, 11, 12

Under this proposed system, Tier 1 CPCs can transfer to Tier 1 or Tier 2 facilities, Tier 2 CPCs can transfer to Tier 1, Tier 2 or Tier 3 facilities, and Tier 3 CPCs can transfer to Tier 1, Tier 2 or Tier 3 facilities.

Additionally, NATCA will seek to create a minimum time of 18 months as a CPC in a facility before a CPC is eligible to transfer from the facility.

Rationale: I believe that these changes will support our members in achieving their career goals and promote a more comprehensive and fair training program. Furthermore, I suggest including language in the proposal to improve morale among experienced, veteran CPCs in lower/mid-level facilities.

Author: Kyle Gibson (ABQ)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

R23-16

ADD NEW: PSF-XX Local Internet[†]

NATCA shall strive to ensure each local has access to its own stable, reliable, and preferably hardwired internet connection in each facility separate from the FAA/employers' network.

Rationale: Many facilities are decades old and were built prior to the internet being available. In my travels as an NFC rep I have come across many locals that do not have internet connection or have had to pay outrageous amounts of money in order to secure a connection of their own. Prior to, during and now post COVID, an internet connection has become essential to conduct the day-to-day business of the Union and to interface with other entities. I have even been unable to secure a stable, hardwired internet connection in my own building and we're a level 11, Core 30 airport. NATCA already sees this importance of an internet connection within SRF-22, however there is no mechanism to ensure connections can be established.

Author: Chris Mitrotasios (EWR)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

[†] If adopted, the Constitution Committee will assign a number to the resolution.

R23-17

ADD NEW: PSF-9 Sick Leave

NATCA will pursue legislative efforts to increase the amount of sick leave earned by members.

Rationale: To promote necessary medical procedures and medications with less fear of a flight physical being rescinded. Across the NAS controllers are held to the highest medical standards when performing their work. We live in fear of losing, maybe permanently, our flight physicals due to medications or treatment that we should be conducting. Now while we do have the AMAS service available, that only tells us what could happen if we were to go down certain medical avenues. We need to be able to earn more sick leave to be able to take the required time off for ailments or procedures that others in the federal workforce do not. Whether it is NyQuil that requires 60 hour wait time, Zyrtec requires 48 hours, Benadryl 60 hours, Xyzal 48 hours and that's just for a common cold or allergies. Many of us have this mantra of not needing treatment when in reality it's the fear of how the treatment will affect our professional livelihood.

Author: Oscar Ortiz (F11)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

R23-18

ADD NEW: PSF-XX Resolution to Prioritize Negotiating a Change to the language of CBA Article 124, Priority Placement

Whereas the Collective Bargaining Agreement (CBA), Article 124 currently states that an employee at a Facility Pay Level 10-12 must have a minimum of fifteen (15) consecutive years as a CPC at their current facility in order to attain priority placement status for inter-facility in-grade/downgrade bargaining unit vacancies/positions;

Whereas it is important for individuals to have the opportunity to work in locations that support their well-being;

Whereas a more rapid path for our members to attain priority placement status better aligns with our personal, professional, emotional, and familial needs; and

Whereas it is understood that CPCs have long been without effective agency in selecting the location that they work; now,

Therefore, be it resolved that We, the membership of NATCA, express our full support for reducing the required number of consecutive years as a CPC to ten (10), or less, and resolve that, during future periods of negotiation, our contract negotiating team prioritize incorporating a change to the language of the aforementioned CBA Article; and

Furthermore, we advocate for the inclusion of any other CBA provisions and/or union advocacy that allow for more controller choice in their work location while maintaining the strongest culture of safety and professionalism.[†]

Author: Jack Greene (ZMA)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

[†] Only the language following “Therefore, be it resolved that” would become the resolution.

[‡] If adopted, the Constitution Committee will assign a number to the resolution.

R23-19

AMEND & RENAME: ~~PSF-5 Reduced Work Week~~ 32-Hour Workweek

Whereas research has shown that a shorter workweek can improve individual productivity, quality of life, and opportunities for personal and professional development; and

Whereas this resolution reflects our commitment to the well-being and success of our membership and the National Airspace System; now,

Therefore, be it resolved that ~~The pursuit of a reduced work week is a high priority for NATCA.~~ We, the membership of NATCA, express our full support for a 32-hour (or less) workweek, without the reduction of pay and benefits, and resolve that NATCA pursues this goal.[†]

Author: Jack Greene (ZMA)

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

[†] Only the language following “Therefore, be it resolved that” would become the resolution.

R23-20**AMEND: PSG-1 Radar Displays**

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

Rationale: Grammatical change to correct and replace the words “air space” with the single word “airspace”.

Author(s): NATCA Safety and Technology Leadership Council

Passed
 Defeated
 Amended
 Withdrawn

R23-21**AMEND & RENAME: PSG-5 ~~Airport Surface Surveillance Capacity~~
(ASSC) Airport Surface Surveillance**

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

Surface Surveillance is critical for maintaining and enhancing both safety and efficiency on the airport surface. The development and deployment of surface surveillance should continue throughout the National Airspace System. NATCA will advocate for surface surveillance systems that include the capability to display cooperative and non-cooperative aircraft and vehicles on the airport operations area, and provides safety alerting for all systems.

Rationale: The current surface surveillance language was developed during the inception of ASSC, at which time there was a difference of opinion regarding the inclusion of SMR (Surface Movement Radar.) ASSC deployment is complete minus ADW, scheduled to occur in FY23. The agency has stated the ability to extend the ASSC contract is not possible.

The value of surface surveillance has proven beneficial to controllers in addition to increasing safety and efficiency. The NSTLC proposed language will not only advocate for the continuation of surface surveillance, it also notates the importance of depicting non-cooperative and cooperative targets on a display while also allowing for new technology to be explored.

Author(s): NATCA Safety and Technology Leadership Council

Passed
 Defeated
 Amended
 Withdrawn

R23-22**AMEND & RENAME: PSG-6 ~~Weather Displays Information~~ and Training
DELETE: ~~PSG-9 Weather on the Glass~~**

~~**PSG-6** NATCA supports improved weather information, beyond precipitation, on a controller’s primary radar display in the enroute, terminal, and oceanic/offshore environments. The National Executive Board shall develop, and update as needed, NATCA’s objectives for improving displays that provide weather information to controllers as well as controller training related to weather.~~

~~**PSG-9** NATCA fully supports improved weather information, beyond precipitation, on a controller’s primary radar display in both the terminal and enroute environments.~~

Air traffic controllers and other aviation safety related employees need the most accurate and timely weather information to perform their job duties. NATCA will advocate for additional weather information at operational workstations and improved training related to weather. NATCA will pursue improvements in the availability, coverage, and accuracy of precipitation on air traffic controllers and other aviation safety related employees' primary displays.

Rationale: The proposed statement combines and amends the current two positions. In addition, a singular statement regarding weather products provides a clear position and actions NATCA will take.

Author(s): NATCA Safety and Technology Leadership Council

	Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Amended <input type="checkbox"/> Withdrawn <input type="checkbox"/>
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R23-23

ADD NEW: PSH-XX Lifetime Convention Invitation – Mike Palumbo[→]

Whereas charter NATCA member Mike Palumbo was deeply involved in the original organizing of NATCA, right from the first official NATCA organizing meeting in Washington, D.C. in January 1986;

Whereas charter NATCA member Mike Palumbo has attended all 18 NATCA conventions, starting with the NATCA founding (first) convention in Chicago in 1986, up to the last NATCA convention in Houston;

Whereas charter NATCA member Mike Palumbo has worked on the NATCA Credentials Committee at EVERY convention, even after his retirement from the FAA in 2007, serving the convention body;

Whereas charter NATCA member Mike Palumbo is the only past or present NATCA member to ever to attend EVERY convention, and as a working member at each and every convention;

Whereas charter NATCA member Mike Palumbo, in addition to working at every convention, was also member of the NATCA Historical Committee for 8 years, even as a retired NATCA member; and

Whereas charter NATCA member Mike Palumbo has demonstrated uninterrupted dedication and service to NATCA for over 35 years; now,

Therefore, be it resolved that NATCA will honor Mike Palumbo for his unwavering loyal service to NATCA and will thus invite him to attend all future NATCA conventions.[†]

Author: Howie Barte (Retired)

	Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Amended <input type="checkbox"/> Withdrawn <input type="checkbox"/>
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[†] Only the language following “Therefore, be it resolved that” would become the resolution.

[→] If adopted, the Constitution Committee will assign a number to the resolution.

Whereas Barry Krasner was a NATCA legend, a visionary leader, a mentor, an advocate, the consummate negotiator, and beloved friend;

Whereas he fought many, many battles on behalf of the men and women represented by NATCA;

Whereas in the professional and personal lives of every NATCA member and in the never-ending effort to protect the National Airspace System, Barry Krasner made a profound and everlasting difference;

Whereas Barry was our brother and dear friend, a founder, charter member, and President Emeritus;

Whereas his influence reaches every corner of the Union and our represented professions, well beyond the NATCA National Office in Washington, D.C., which is named in his honor;

Whereas we should constantly strive to lead by his example and honor his memory in every way we can;

Whereas Barry was a member of the first NEB as the Eastern Region representative, the first two-term National President of NATCA, and a long-serving Executive Director of NATCA;

Whereas Barry was chief negotiator for many of our Union’s CBAs;

Whereas Barry left an indelible mark on the Labor Movement and on the lives of all activists; and

Whereas future generations of NATCA should be educated on and always remember his legacy, particularly as it relates to convention; now,

Therefore, be it resolved that The first day of convention business shall be known as “Krasner Day.” †

Author(s): National Constitution Committee

	Passed <input type="checkbox"/>
	Defeated <input type="checkbox"/>
	Amended <input type="checkbox"/>
	Withdrawn <input type="checkbox"/>

† Only the language following “Therefore, be it resolved that” would become the resolution.

↗ If adopted, the Constitution Committee will assign a number to the resolution.

