

Memorandum of Agreement
Between
National Air Traffic Controllers Association, AFL-CIO
And
Midwest Air Traffic Control Service, Inc.

This is an Agreement between the National Air Traffic Controllers Association, AFL-CIO, (“NATCA” or “Union”) and Midwest Air Traffic Control Service, Inc. (“Midwest” or “Employer”), known collectively as “the Parties,” concerning Midwest’s compliance with Executive Order 13706 (“the EO”) and applicable regulations. The Parties agree as follows:

- Section 1.** This Agreement applies to all of Midwest employees represented by NATCA (“BUE” or “BUEs”).
- Section 2.** The Employer shall comply with the EO and all applicable regulations. The Parties hereby incorporate by reference into this Agreement all of the regulations and authoritative guidance issued by the Wage and Hour Division of the US Department of Labor with respect to the accrual and use of paid sick leave under the EO.
- Section 3.** To comply with the EO, the Employer shall provide the following leave benefit:
- A. Each BUE shall receive seven days of Paid Personal Time (fifty-six (56) hours total) on January 1st of each calendar year. Paid Personal Time may be used for any purpose at the discretion of the employee, including for any purpose covered under the EO. When personal time is used for reasons not covered by the EO, use of personal time will be subject to the Employer’s ordinary scheduling requirements.
 - B. From their date of hire until their first January 1 as a BUE employee, BUEs shall receive 1 hour of Paid Personal Time for every thirty (30) hours worked, up to a maximum of fifty-six (56) hours.
 - C. BUEs shall carry over up to fifty-six (56) hours of unused Paid Personal Time to the following year.
 - D. Paid Personal Time leave may be used for any of the following reasons:
 - (1) The BUE’s own physical or mental illness, injury, or medical condition;
 - (2) The BUE’s own need to obtain diagnosis, care, or preventive care from a health care provider;

(3) 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

(4) 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.

(5) For any other reason for which Paid Personal Days could be used under the Parties Collective Bargaining Agreement prior to implementation of this Memorandum of Agreement.

- E. Paid Personal Time may be taken in increments of no less than thirty (30) minutes.
- F. BUEs using Paid Personal Time shall be provided with the same pay and benefits during the leave that they would have received if they had not used the Paid Personal Time.
- G. BUEs must notify management when using Paid Personal Time. Notification shall be made at least seven (7) days in advance when the need for the use of Paid Personal Time for purposes covered under the EO is foreseeable. Otherwise, the notification shall be made when Paid Personal Time is used for purposes covered under the EO or for personal emergencies as soon as practicable. Notification may be made in writing or orally.

When Paid Personal Time is used for purposes covered under the EO, the notification shall identify the reason(s) for which the Paid Personal Time will be used. The BUE is not required to disclose symptoms or other details about the reason when using Paid Personal Time as a form of sick leave.

When Paid Personal Time is used as a substitute for paid vacation, notification shall be submitted on the same basis as any other vacation request.

- H. BUEs may only be required to provide a certification from a medical provider (or another third party if the leave is related to domestic violence, sexual assault, or stalking), if the absence is for three (3) consecutive full days or more. The Employer shall notify the BUE each time that such certification is required, and the employee shall have thirty (30) days from the first day of the

absence to provide the certification. The certification is limited to identifying the person making the certification and to verify that Paid Personal Time is needed for a reason identified in Subsection D.

- I. Records relating to Paid Personal Time requests submitted due to a medical need shall be maintained as confidential records and shall not be disclosed, unless the BUE consents or such disclosure is required by law.
- J. The Employer will not be required to pay out accrued but unused Paid Personal 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.
- K. A request for Paid Personal Time, when requested for any reason covered under the EO shall be denied only if it is not in compliance with this Agreement. The denial must be communicated to the BUE in writing with a statement of the reason(s) for the denial.

Section 4. Where applicable, the Employer shall comply with all state or local laws relating to paid sick leave.

Section 5. Consistent with the above, Article 34, Section 8 of the Parties' 2016 Collective Bargaining Agreement is modified as follows:

The Employer agrees to provide seven (7) days worth of Paid Personal Time for Employee personal use each calendar year (totaling a maximum of 56 hours). Fifty-Six hours of Paid Personal Time will be added to the Employee's leave balance during the first pay period of the calendar year. Paid Personal Time may be used in accordance with the procedures pursuant to section 7, for Employee personal emergencies, or for any reason covered under Executive Order 13706.

Section 6. Except as described in Section 5, this Agreement shall have no effect upon, and is provided in addition to, the paid time off benefits provided for in the Parties' CBA.

Section 7. The provisions of this Agreement are hereby made effective retroactive to January 1, 2021.

Section 8. This Agreement shall remain in full force and effect while EO 13706 remains in effect, unless language for complying with EO 13706 is incorporated directly into a future collective bargaining agreement between the parties.

Signed this 9th day of April 2021.

For NATCA:



Nicole Vitale
Director of Labor Relations

For Midwest:



Shane Cordes
President and CEO