



COLLECTIVE BARGAINING AGREEMENT

**Between the
National Air Traffic Controllers
Association And
CI² Aviation, Inc.**

February 1, 2026 to January 31, 2030

**NATCA/CP² AVIATION, INC. COLLECTIVE BARGAINING
AGREEMENT**

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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 CI² Aviation, Inc. ("the Employer" or "the Company"). The Union and the Employer are herein referred to collectively as "the Parties."

Section 2. Neither the Company, the Union, nor any of their agents shall interfere with, restrain, coerce or intimidate Employees because of membership or non-membership in the Union. It is agreed that there shall be no discrimination by the Company or the Union on any basis protected by applicable local, state or federal law, or on the basis of sexual orientation.

Section 3. The term "day" or "days" as used in this Agreement shall mean calendar days. The following terms as used in this Agreement shall mean:

- "ATM" shall mean Air Traffic Manager or designee.
- "FacRep" shall mean the Facility Representative or designee.
- "Area Representative" shall mean the Union's representative at a regional level.
- "FAA" shall mean the Federal Aviation Administration.
- "Employer" or "Company" shall mean CI² Aviation, Inc. and all subcontractors thereof.
- "Union" shall mean the National Air Traffic Controllers Association or NATCA.
- "LWOP" shall mean Leave Without Pay.
- "ATCS" shall mean Air Traffic Control Specialist.
- "EAP" shall mean Employee Assistance Program.

ARTICLE 2
UNION RECOGNITION AND REPRESENTATION

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative of ATCS's employed at the air traffic control towers listed in Appendix I to this Agreement, pursuant to Section 9(a) of the National Labor Relations Act.

Section 2. The Employer agrees that, with respect to each of its facilities where NATCA is the exclusive bargaining representative, as provided for or added to in Section 1 of this Article, the terms and conditions of this Agreement shall become applicable to Employees employed at such facility. The terms and conditions of this Agreement will also become effective upon a certified election at the Employer's other facilities, unless otherwise stated in this Agreement. However, no Employee shall suffer a loss of pay or reduction in benefits as a result of this Agreement becoming effective upon recognition of the Union at that Employee's facility, including, but not limited to, wages, health benefits, retirement benefits, paid leave, and holidays. The Employer shall review and, if necessary, update Appendix I of this Agreement not later than every 60 days and provide the Union's national office with an updated copy.

Section 3. The Union shall designate one Union representative to serve in a representational

capacity at each facility. This designation shall be in writing to the ATM. The ATM shall be notified within ten (10) days of any changes.

Section 4. During meetings between the ATM or designee and the FacRep or designee, when feasible, the Union will be afforded the ability to include an additional representative.

Section 5. The Employer and/or designees at the corporate level agree to meet/deal with the national officers of the Union and/or designees.

Section 6. If requested by either Party at the national or corporate level, the Parties agree to meet at a mutually agreeable time and place.

Section 7. At any meeting called by the Employer, the Union participants called by the Employer to attend shall be in a duty status.

Section 8. With reasonable notification, Union officials and/or designees shall be permitted to visit the Employer's air traffic control towers where NATCA is the exclusive representative to perform representational duties. Visits for other purposes shall be subject to advance coordination.

Section 9. FacRep and/or designee shall be permitted to use annual leave, LWOP, or any combination thereof, at their option, to attend Union activities. LWOP provisions for Employees elected or appointed to national or regional union offices are defined in Article 3.

Section 10. The FacRep or designee shall be allowed up to 30 minutes for orientation of new bargaining unit Employees to explain the role and responsibilities of the Union.

Section 11. Staffing permitting, with prior management approval, each FacRep shall, on request, be granted duty time to perform representational duties within the facility.

Section 12. 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 13. The Parties recognize that the individually certified towers constitute a merged unit for the purposes of collective bargaining.

Section 14. The Employer will make every reasonable effort to ensure that each FacRep shall be released upon request without pay for up to twenty-four (24) hours annually in order to attend NATCA trainings and briefings. The Union will provide a minimum of ninety (90) days' advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties. Requests for LWOP under this section shall not be denied in order to avoid the payment of overtime or when the ATM is available to backfill behind the LWOP.

Section 15. The Employer will make every reasonable effort to ensure that each regional Union representative shall be released upon request without pay for up to thirty-two (32) hours annually in order to attend NATCA trainings and briefings. The Union will provide a minimum of ninety (90) days advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties. Requests for LWOP under this section shall not be denied in order to avoid the payment of overtime

or when the ATM is available to backfill behind the LWOP. LWOP under this section cannot be combined with section 14.

Section 16. To obtain voluntary recognition at a particular CI² Aviation, Inc. Tower, NATCA may assert that it represents a majority of the non-supervisory ATCSs employed at that facility. NATCA's assertion shall be supported by valid standard authorization cards signed by a majority of the non-supervisory, ATCSs employed at that facility within the one hundred twenty (120) day period immediately preceding the date of NATCA's request for voluntary recognition. CI² Aviation, Inc. may rely on that certification and grant voluntary recognition within thirty (30) days of receipt, unless it has a good-faith question as to the validity or majority status of the showing, in which case either the Employer or NATCA may file an election petition with the NLRB.

ARTICLE 3 RIGHTS OF UNION OFFICIALS

Section 1. An Employee who is elected or appointed to serve as a national or regional official representative of the Union for an elected term of office or appointments of at least one year or more shall be granted LWOP concurrent with the elected term of office or appointment. Each request by an Employee for such LWOP shall be for a specified period and shall be certified by the national office of the Union. The Union at the national level will give a minimum of thirty (30) days' notice to the Employer at the corporate level. Absent an emergency or other special circumstances, the release of the Employee after thirty (30) days' notice shall not be delayed.

Section 2. Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility to which the Employee was assigned prior to assuming LWOP status if a position is available. If the Employee is unable to return to his/her original facility, the parties at the National and Corporate level will determine an appropriate return to duty location 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 LWOP granted under Section 1 of this Article has ended. In this instance, the procedures contained in Section 2 of this Article will apply.

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

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. 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 ATM for use at non-work times. The tower cab is designated as a work area in all facilities. Under no conditions will radios, televisions, personal computers and/or electronic devices be allowed in the tower cab, except as otherwise specified in this Section. Cellular phones/pagers shall be powered off in all operational areas. 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. The Parties agree that for shifts where the majority of the hours fall between 10:00 p.m. to 6:00 a.m., radios and appropriate reading material shall be allowed in operational areas, as traffic permits. Should an Employee choose to bring in such items into the operational area, he or she will be responsible for removing them at the end of their shift.

Section 4. Any BUE authorized by the Employer to attend any meetings scheduled by the Employer away from the facility shall be entitled to normal pay, lodging, travel and per diem allowances. In those situations where the Employer requires the Employee to attend any meetings or training, the Employee shall be entitled to normal pay, lodging, travel and per diem allowances. Such reimbursements shall be at the reimbursement rates published in the Federal Register except under unusual circumstances.

Section 5. Commercial general liability insurance is provided at no cost to the Employee, 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 as provided for in the plan.

Section 6. 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.

ARTICLE 5 EMPLOYER RIGHTS

Section 1. Subject to the terms of this Agreement, the Parties recognize that the management of the Company, the control and regulation of the use of all business equipment and property, the direction of the workforce, the formulation and enforcement of rules related to the conduct of the business, and the determination of all services, processes and standards are vested exclusively with the Company. The Union further recognizes the rights of the Employer to operate its company and to manage its operations and to plan and direct its Employees.

Section 2. The Employer Rights described in Section 1, above, include, but are not limited to, such items as:

- (1) The ability to determine the mission, budget, organizational structure, number of Employees, and internal security and administrative practices.
- (2) To hire, discipline, suspend or discharge, promote, lay-off, and take actions necessary to maintain the efficiency of the operation.
- (3) To assign work and determine the personnel by which the company operations will be conducted.

- (4) With respect to filling positions, to make selections among qualified candidates, or any other source.
- (5) To take whatever actions may be necessary to carry out the company's mission.
- (6) To determine any and all services, processes and standards required by a contractual customer.
- (7) To determine the number of Employees it shall employ, establish new jobs, abolish and/or change existing jobs, Employees and working hours.

Section 3. The Employer reserves the right to take whatever actions may be necessary to accomplish its mission during emergencies.

Section 4: (1) The entitlements of the Parties are those upon which the Parties have reached agreement and understanding during the course of the negotiations leading to this Agreement. Upon the effective date of this Agreement, all past practices, any and all memoranda of agreement or understanding, or written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. The foregoing applies at all levels of CI²Aviation, Inc. and NATCA, from the local to corporate/national levels. (2) Unless authorized at the corporate/national level, the parties shall not increase or diminish the entitlements set forth in this Agreement.

ARTICLE 6 REPRESENTATION RIGHTS

Section 1. The Parties recognize management's right to meet with Employee(s) without Union representation, and the Employees' right to be represented at any meeting with management which will or may potentially result in the imposition of discipline. 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 advanced notice to the Union and the Employee(s), so that the Employee may obtain Union representation. When it is known in advance that the subject of the meeting is to discuss or investigate a disciplinary or potential disciplinary situation, the Employer shall notify the Employee and the Union in advance. Employees shall be provided the subject matter in advance and be given a reasonable opportunity to confer privately with the Union representative before the meeting.

Section 2. The ATM will only deal with the FacRep concerning matters affecting working conditions, unless otherwise agreed to by the Parties.

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

Section 4. A Union representative, while performing representational duties, will not be required to disclose information obtained from a BUE , who is the subject of an investigation, unless the confidentiality of that Employee is waived by the representative or disclosure of information is compelled through the legal process by a third party.

ARTICLE 7 CHANGES IN WORKING CONDITIONS

Section 1. Whenever the Employer contemplates a change to personnel policy, practice, and/or matters affecting working conditions of BUEs , not expressly contained in the Agreement the Employer shall notify the Union at the appropriate level thirty (30) days in advance of the change or as soon as practicable. Within ten (10) days of the notification, the Employer shall meet with the Union representative to discuss the proposed change. Within the ten (10) day window, the Parties agree to meet in collaboration to reach an agreement on the proposed change. If the Parties cannot reach agreement, the issue will be elevated to CI² Aviation, Inc. Corporate and NATCA Headquarters. The Union shall have ten (10) days to request a meeting to discuss the elevated issue. If requested by the Union, the Employer shall enter into negotiations over the proposed change in accordance with the National Labor Relations Act, as amended. Nothing in this Article shall be construed in any way to modify the Employer's duty to bargain as contemplated by Section 8(a)(5) of the National Labor Relations Act, nor to in any way to diminish the Employer's rights under Article 5, Employer Rights, above.

Section 2. Any directive, order, contractual obligation or notice issued by the Federal Aviation Administration (FAA) and applicable to Employees, or Federal, State or local law, regulation, or ordinance, shall not be the subject of bargaining, however the Union retains the rights to bargain over the effects.

ARTICLE 8 INFORMAL PROBLEM SOLVING

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

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

- a. When a complaint/problem/concern arises, the Employee, Union or Employer may notify the other affected Party of the complaint, problem or concern within twenty (20) days of the event or discovery of the event giving rise to the complaint/problem/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 twenty (20) days, to discuss the issue. Those in attendance will include the affected Employee, the FacRep or designee, the ATM or, if the ATM so desires, the Employer's Area 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/concern.
- c. In the event the Parties are unable to resolve the issue within twenty (20) days of the meeting as described in Section 2.a., the Employee and/or the Union may grieve the issue in accordance with Article 9 of this Agreement.

ARTICLE 9 GRIEVANCE PROCEDURES

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

Section 2. This procedure provides the exclusive procedure available to the Parties and the Employees in the unit for resolving grievances except as provided in Section 4 of this Article. Any Employee(s) or the Union may file a grievance under this procedure. BUEs and the Parties intend that the joint problem-solving procedures of Article 8 shall be used to the fullest extent practicable to resolve problems before moving under this Article 9.

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

Section 4. In the case of grievances concerning disciplinary actions, the Union may elect to utilize the procedures of Section 5 or Section 12.

Section 5. Employee and facility grievance procedure:

Step 1. An aggrieved Employee or the Union shall submit a grievance, in writing, to the ATM 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 ATM shall, prior to making a decision, afford the Employee and/or the Union Representative an opportunity to present the grievance orally. The ATM shall deliver the decision to the Union Representative or the Employee as appropriate within twenty (20) days following receipt of the written grievance or within twenty (20) days following the presentation, whichever is later. The decision shall be delivered either by certified mail, return receipt requested, 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 twenty (20) days following receipt of the decision, advise the VP Operations that it wishes the matter to be reviewed by the VP Operations. The Union will be notified by electronic mail within twenty (20) days of the VP Operations' decision. If the grievance is denied, the reason(s) for denial will be in the written response.

Step 3. If the Union is not satisfied with the VP Operations' decision, the Union may advise the President, by electronic mail, within twenty (20) days that it desires the matter to be reviewed by the President or designee. The Union will be notified within twenty (20) days, by electronic mail, of the President's or designee's decision. If the grievance is denied, the reason(s) for denial shall be in writing.

Step 4. The Union at the national level may, within thirty (30) days following receipt of the Step 3 decision, notify the President or designee, by electronic mail that it desires the matter be submitted to arbitration. An arbitrator shall be selected from a panel obtained from the Federal Mediation and Conciliation Service ("FMCS") 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 6. 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 at the corporate level may have against the Union at the national level, 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/corporate level, so advise the responding Party at the national/corporate level by electronic mail within thirty (30) calendar days following the receipt of the respondent's answer or the date the answer was due. An arbitrator shall be selected from the FMCS panel 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. The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties at or near the facility where the grievance arose. The grievant shall be in a duty status, if otherwise in a duty status, during the arbitration. 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) calendar days following the close of the record unless the Parties waive this requirement. The decision of the arbitrator is final and binding. With regard to national grievances, as defined in Section 6 of this Article, the decision of the arbitrator is final and binding on all facilities where NATCA is the exclusive bargaining representative.

Section 8. 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 9. The arbitrator shall rule only on the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s). Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision. This provision shall normally be accomplished utilizing the provisions of Section 11 of this Article.

Section 10. If the Employer fails to issue a decision within the specified time limits, the Union may proceed to the next step without a decision.

Section 11. Expedited arbitration: The Union at the national level may request expedited arbitration of a disciplinary action involving suspension of more than thirty (30) calendar days or discharge, by notice to the Company within ten days following the effective date of the discipline. Within ten days after receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains. An arbitrator unable to hear an expedited arbitration case within fifteen (15) calendar days shall be deemed unavailable, and the next arbitrator in turn will be selected, unless otherwise agreed to by the Parties. The hearing shall be conducted as soon as possible at a location at or near the facility where the grievance arose unless otherwise agreed to by the parties. Either Party may file a written brief and/or request a transcript. Fees and expenses, including transcripts and cancellation fees, will be in accordance with Section 9 of this Article. The arbitrator shall issue a decision as soon as possible, but not later than fifteen (15) calendar days after the hearing has been held.

Section 12. 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 13. 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.

Section 14. The Parties reserve their rights to appeal an arbitrator's decision in accordance with applicable law.

ARTICLE 10 DISCIPLINARY ACTIONS

Section 1. This Article covers actions involving oral and written admonishments, written reprimands, suspensions, removals, and/or reductions in pay.

Section 2. An Employee will not be discharged, suspended, or otherwise disciplined, nor entries made against the Employee's service record without just cause. When the Employer decides that corrective action is necessary, consideration should be given to the application of measures which, while not disciplinary, will instruct the offending Employee and/or remedy the problem. When it is determined that discipline is appropriate, informal disciplinary measures should be considered before taking more severe action. However, it is not necessary to have taken an informal disciplinary measure before administering a formal measure. Disciplinary actions must be determined on the merits of each individual case. Normally disciplinary action taken by the Employer shall be progressive, corrective, and remedial in nature so as to address specific conduct. Examples of exceptions to progressive disciplinary action may be where an Employee threatens a co-worker with bodily harm, stealing, falsifying documents, or the Employee is a threat to the air traffic system. The prior sentence in no way diminishes the right of the Union to grieve any discipline issued under just cause. The Employer shall consider whether the problem can be resolved through such corrective action as closer supervision, admonition, or oral reprimand, prior to initiating formal disciplinary action.

Section 3. The Employer shall not be responsible and shall have no liability for discharge of any bargaining unit Employee which is directed in writing to the Employer by the Federal Aviation Administration (hereinafter, "FAA"), for cause.

Section 4. No Employee shall be disciplined to the extent of loss of pay or discharged without being advised in writing of the precise charge, or charges, preferred against the Employee leading to such action. Except for oral admonishments, written admonishments and written reprimands, the following procedures will be used to take disciplinary actions and actions to discharge an Employee:

- a. The Employer shall give written notice to the Employee proposing a disciplinary action or discharge. The notice shall state the precise charge or charges against the Employee, and the facts and reasons supporting such action. This notice shall be presented directly to the Employee within ten (10) days from the time the Employer may have reasonably expected to have learned of the event upon which such charge, or charges, is based.
- b. The Employee shall be given the opportunity to reply to the notice orally and in writing, within seven (7) days from the date the Employee receives notice proposing the action.
- c. In cases involving a proposed discharge, the Employee may be placed on unpaid administrative leave for the duration of the process contained in this Section. In all other cases, Employees shall remain in paid status.
- d. The Employee's representative may participate in the Employee's oral or written reply.
- e. The Employer shall consider the Employee's oral and/or written reply and then give the Employee and the Union a written decision concerning the proposed action.

Section 5. An Employee against whom 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 6. Letters of confirmation of discussion shall not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the Employee has been given a copy upon completion. The letters of confirmation of discussion shall be completed as soon as practicable after the event.

Section 7. Records of disciplinary action below a suspension shall be expunged from the Employee's service record not later than two years from the date of the action, but not later than thirty (30) days after the two-year anniversary of the disciplinary action. Suspensions shall be expunged from the Employee's service record not later than three years from the date of the action, but not later than thirty (30) days after the three-year anniversary of the disciplinary action.

Section 8. Any notifications made to an Employee under this Article shall be personally delivered to the Employee and delivered to the Union representative by the Facility Manager. If the Employee is not available, the Employer shall deliver notification to the Employee by certified mail return receipt requested or, if the Employee consents in writing, by electronic mail.

Section 9. An Employee's off-duty misconduct shall not result in disciplinary action, unless a nexus can be shown between the Employee's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

ARTICLE 11 DUES WITHHOLDING

Section 1. The Employer agrees to deduct Union dues from an Employee's wages uniformly and lawfully levied by NATCA and to remit same to NATCA on a monthly basis, not later than the end of the month following the month in which they are withheld, provided that the Employee executes the dues withholding form provided by the Union. Simultaneously with this remittance, the Employer shall also provide to the Union a list of all dues-paying Employees with their names, facility, tower number, dues remitted if any, date of hire with CI2, and hourly wage rate.

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:

(1) First year members: A written 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 that timely filing of his/her revocation be submitted to the Employer and the Union. Revocations shall only be accepted during this time period.

(2) All other members: March 1 shall be the annual date for all revocations of Union dues. The Employee must complete and submit a written request to the Union and the Employer between the dates of January 1 to January 31 of any given year in which he/she wishes to revoke. Upon receipt of a valid written 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.

ARTICLE 12 SENIORITY

Section 1. Seniority is defined as the length of continuous service with a Federal Contract Tower (hereinafter, "FCT") employer commencing from the earliest date of hire with an FCT employer. In the event that two or more employees share the identical hire date, seniority shall be determined by lottery.

Section 2. Any employee covered by this Agreement who experiences a break in service shall lose all seniority rights accrued to the date he or she leaves the service of the Company. If such employee is later re-employed by the Company, seniority shall begin on the day of the re-hire. A break in service occurs when the bargaining unit employee:

- a. Resigns employment from the Company;
- b. Is terminated for cause; or
- c. Is on layoff for two (2) years or more.

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

Section 4. CI² Aviation shall provide each FacRep with a current seniority list for each facility in September of every year, and provide updates whenever changes occur.

ARTICLE 13 PAY ADMINISTRATION

Section 1. The Employer shall pay Employees all wages due, including benefits funds payout, on a bi-weekly basis.

Section 2. For each pay period, the Employer shall provide each Employee with one (1) comprehensive Leave and Earnings statement that includes, at a minimum, the following information:

- total wages paid;
- itemized list of all deductions;
- total regular hours worked and associated wages;
- total overtime hours worked and associated wages;
- total hours worked for which non-overtime differentials and/or premiums were earned and associated wages;
- paid time off (sick, vacation, etc.) usages, accruals and balances;

Section 3. Employees may elect to have their wages, or portion(s) thereof, directly deposited in up to three different checking or savings accounts. BUEs shall maintain their direct deposit information in the applicable payroll management system.

Section 4. Concurrent with the payment of wages due, the Employer shall pay BUEs all benefits due, including but not limited to Health and Welfare Contribution payouts, 401(k) deposits, and any other fringe benefits owed.

ARTICLE 14 WORKING HOURS

Section 1. The regular work week is defined as Sunday through Saturday.

Section 2. Full-time Employees will be scheduled to work forty (40) hours per week.

Section 3. The facility hours of operation are normally determined by the airport authority and/or the FAA. The number of consecutive hours and days worked by BUEs shall not exceed those specified by applicable laws and regulations.

Section 4. The Basic Watch Schedule (“BWS”) is defined as the days of the week, hours of the day, rotation of shifts, and regular days off. The BWS must satisfy coverage requirements. There will be no split shifts unless otherwise agreed to by the Parties. The BWS will be posted at least six months in advance.

Section 5 Under circumstances necessitating changes in the BWS (e.g., increase or decrease in personnel working hours), the FacRep will be afforded the opportunity to discuss and collaborate with the ATM, in good faith, concerning the changes prior to implementation. The FacRep will be provided all information necessary to engage in these discussions and collaborations. The Parties acknowledge that a BUE’s schedule on the posted watch schedule for a pay period may temporarily differ from the BWS, both in assignment for a particular day and/or different hours for a shift, for the purpose of accommodating vacations etc. Such temporary changes do not constitute a change to the BWS.

Section 6. Assignments to the BWS will be by seniority, with the BUE with the greater seniority having first choice.

Section 7. The watch schedule for a pay period shall be posted at least twenty-one (21) days in advance of the start of the pay period. The Employer recognizes that changes of individual assignments to the watch schedule are undesirable. Unless exceptional circumstances exist, an Employee's assigned days and shifts on the posted watch schedule will not be changed.

Section 8. The Employer shall not assign days or shifts to the posted watch schedule or make changes to the posted watch schedule after it has been posted solely for the purpose of avoiding payment of overtime or other premium pay to which an Employee may be entitled.

Section 9. The exchange of shifts and/or days off between equally qualified Employees is authorized, provided it does not result in overtime or violation of law, regulation, or the terms of this Agreement. Such exchange will be submitted on a shift swap form at least (3) three days in advance to the ATM and approved or disapproved as soon as possible.

Section 10. Normally, the placement of part-time Employees on the watch schedule will be by seniority with the part-time Employee with the greater seniority having first choice of part-time shift and hours unless otherwise agreed to by the Parties. Normally, part-time Employees, by seniority, will be afforded the right of first refusal for full time vacancies at their facility before new hires.

Section 11. Placement of Job Share Employees on the BWS shall be by the seniority of the most senior Employee sharing the Job Share position.

Section 12. Any Employee required to come in early or remain beyond the assigned ending time of the shift specifically for the purpose of position-relief briefing shall be compensated for actual time of briefing needed.

ARTICLE 15 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 fourteen (14) days prior to the effective date of the layoff. CI² Aviation, Inc. shall ensure receipt of written layoff notices by each Employee through personal delivery of the notices to each affected Employee or, if the Employee consents in writing, by electronic mail. A list of all current vacancies shall be attached to the Employees' layoff notices. The Company shall provide copies of all layoff notices and vacancies to the Union at least forty-eight (48) hours in advance of delivering such notices to Employees.

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 where a vacancy exists.
- b. Be placed in a layoff status.

Section 3. Employees in layoff status shall retain their seniority and recall rights to controller positions that become available prior to granting transfer requests or hiring new Employees. Recall rights will be based on their seniority as of the date of their layoff and will remain in effect for a period of two (2)

years. Any Employees recalled under this Agreement shall not be considered to have had a break in service and shall retain their seniority accrued as of the date of their layoff. Employment outside of CI² Aviation, Inc. after a layoff shall have no effect on the Employees' recall rights and seniority at CI² Aviation, Inc.

Section 4. CI² Aviation, Inc. shall maintain a Recall List of all laid-off Employees. The Recall List shall include the name of the laid-off Employee, his/her address, email, and telephone number(s). A laid off Employee shall be placed on the Recall List for two (2) years following the layoff. CI² Aviation, Inc. shall email and mail a copy of the Recall List to NATCA's Director of Labor Relations within seventy-two (72) hours of the layoff. Should the Recall List be modified in any way, CI² Aviation, Inc. shall provide a copy of the modified list to NATCA within twenty-four (24) hours of the modification.

Section 5. Employees shall have five (5) business days from receipt of the layoff notice and attached vacancy list to request vacant positions. If an Employee requests multiple vacancies, he or she shall rank the vacancies in order of preference. The Company shall offer vacant positions to Employees based on seniority and the Employee's order of preference. Employees will normally be provided fourteen (14) days to accept or decline an offered vacancy; however, in those cases where the Company cannot, due to operational needs, provide fourteen (14) days, a minimum of seven (7) days will be provided to the Employee. The Employee shall indicate acceptance of a vacant position through facsimile, email, or certified mail to the Company.

Section 6. As new vacancies become available, laid-off Employees on the Recall List shall be offered such vacancies in seniority order prior to the Company granting transfer requests or hiring new Employees. CI² Aviation, Inc. shall notify the Union of any new vacancies as they become available. CI² Aviation, Inc. shall utilize the same procedures for notification, offer, and acceptance of vacant positions as outlined in this Agreement.

Section 7. An Employee's recall rights shall not be affected in the event that the Employee declines an offered position at a facility other than the one from which originally laid off.

Section 8. All Employees who are laid off shall be entitled to cash in all vested vacation at their current rate of pay, and all funds associated with a 401(k) or other such retirement accounts. Additionally, the Employee will receive all unpaid Health and Welfare Contribution payouts after advances and benefits costs have been reconciled.

Section 9. Employees shall be responsible for providing the Company with their current home address, email address, and telephone number(s). The Company point of contact for the provision of data under this section shall be the ATM.

Section 10. CI² Aviation, Inc. shall not contest unemployment insurance benefit claims filed by laid off Employees. CI² Aviation, Inc. shall provide any documentation, information, and testimony requested by a laid off Employee to support a claim for unemployment insurance benefits.

Section 11. As part of the recall process, if an Employee is required to undergo a 2nd class medical/physical examination to obtain or maintain their 2nd class medical certificate, CI² Aviation, Inc. shall pay all costs associated with such examinations.

ARTICLE 16 HOLIDAYS

Section 1. The following are paid holidays:

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

Section 2. All BUEs will receive Holiday Pay as follows: Full time Employees will receive a minimum (8) eight hours Holiday Pay for each Holiday. Holiday Pay shall be eight (8) hours of base hourly pay. If a full-time Employee works more than eight (8) hours on the holiday, they will receive Holiday Pay equivalent to the numbers of hours worked, not to exceed a maximum of (10) ten hours' Holiday Pay plus any applicable premiums and shift differentials.

Section 3. Part-time Employees will be paid holiday pay on a pro-rated basis based on the number of total hours worked by each part-time Employee in the pay period that includes the Holiday. If the part-time Employee works on the Holiday in excess of the pro-rated amount, the Employee will receive Holiday Pay equivalent to the numbers of hours worked.

Section 4. Job Share Employees shall receive holiday pay on a pro-rated basis, according to each Employee's regularly scheduled share of the position for the pay period. The amount paid to job share Employees shall not exceed the amount that would have been paid to a single Employee.

Section 5. Employees may request time off for a holiday at least thirty (30) days before the holiday. Such requests shall be honored in the order of seniority. Requests made with less than thirty (30) days advanced notice may be granted, staffing permitting.

Section 6. The Employer shall not reduce staffing of fully certified personnel on holidays solely for the purpose of avoiding holiday pay. Personnel that are not fully certified will normally be scheduled for holiday leave on the holiday.

Section 7. Staffing permitting, if the Employee wishes, when a holiday falls on an Employee's regular day off, he or she may take their first regular day back as LWOP.

Section 8. Employees shall receive any holidays legally mandated on a recurring basis in their jurisdiction in addition to the holidays listed in Section 1.

ARTICLE 17 VACANCIES

Section 1. A vacancy shall first be offered to Employees on the recall list pursuant to Article 15. Should the vacancy remain unfilled, it shall be offered to Employees with a bona fide hardship transfer request on a first come, first served basis pursuant to Article 44. Should the vacancy still

remain unfilled, it shall be posted using the procedures contained in this Article. Should no Employee bid on the vacancy, the Employer may fill the vacancy by hiring a new Employee.

Section 2. When there is a vacancy, the Employer shall notify BUEs of all ATCS vacancies by inserting announcement(s) in all facility Read and Initial binders. The Employer shall also notify the two regional Union representatives simultaneously with the facility notification. A seven (7) calendar day window of opportunity will be provided for individuals to respond if they are interested. At the end of the seven (7) calendar days, a list of interested candidates will be forwarded to the VP Operations. Employees may be required to submit a resume when bidding on a vacancy.

Section 3. All Employees will have seven (7) calendar days to bid for the vacant position. Bids must be submitted via email to HR@ci2.com.

Section 4. The Company shall select the most senior qualified bidder. In the event of a staffing crisis, the Company may bypass the most senior bidder. If the Company bypasses the most senior bidder, management shall provide justification to the Union. At the close of the seven (7) business day period, the most senior Employee as defined in Article 12 shall be selected for the vacancy, subject to Section 1 of this Article. The Employer shall notify the Union and the Employee of selection.

Section 5. Employees may be required to report to the facility within fourteen (14) calendar days of notice of selection unless mutually agreed to by the Union, the Employee, and the Employer. Employees shall not have return rights to the position vacated upon transfer. It is also understood that transfers are at the expense of the Employee. An Employee must have at least one year of service at a facility before being eligible for transfer. The Employer will place a selected Employee in the new position as soon as it is reasonably practicable to do so.

Section 6. Where a bona fide emergency staffing shortage exists, the Employer may solicit volunteers from within the local commuting area for temporary assignment(s) not to exceed thirty (30) days. In the event there are more volunteers than there are vacancies, the most senior Employee(s), as defined in Article 12, shall be selected. The Employer shall notify the Union and the Employee of the selection. The Employer shall reimburse the Employee's travel, lodging, and per diem expenses. For the duration of the temporary assignment, the Employee shall be compensated at the higher rate of pay applicable to either their home facility or the facility to which they are temporarily assigned.

ARTICLE 18 NO STRIKE/LOCKOUT

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

Section 2. The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone any lockout of Employees.

ARTICLE 19

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. The Union will be given the opportunity to comment on the formulation of proficiency and developmental training programs. Individual applications of such programs are not subject to Union comment.

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

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

Section 5. Employees may voluntarily enroll in educational courses designed to improve their work performance, expand their capabilities, and increase their utility to the employer.

Section 6. Employer-required training normally should take place during the Employee's normal duty hours. If necessary, the Employer may adjust the Employee's schedule to maximize their training for the purpose of enhancing the training process.

Section 7. Employer-required training away from the facility more than two hours beyond the average commuting area shall entitle the Employee to travel, lodging, per diem allowance and any other regular compensation the Employee would be entitled, not including premium pay.

Section 8. Operational requirements permitting, the employer will allow Employees duty time to visit other ATC facilities to familiarize Employees with the operations of other facilities. Contract personnel are not authorized to participate in the FAA familiarization travel program as outlined in FAA Order 3120.29. Time spent on travel to other ATC facilities for training under this section shall be in a non-duty status.

Section 9. The Employer will provide an Employee with a copy of their training records/reports upon request.

Section 10. Employees who take Aviation/Transportation related courses, approved in advance by CI²Aviation, Inc., will be reimbursed for tuition not to exceed \$250.00 per calendar year. Cost of books and supplies are not included. Payments will be made upon evidence of successful completion of the course work. Additionally, reimbursements above \$250.00 per calendar year may be approved by CI² Aviation, Inc. at its discretion. FLSA non-exempt Employees may also elect to

have tuition reimbursements in excess of \$250.00 distributed from any available Health and Welfare funds. Employees with a negative Health and Welfare account balance are not eligible for this option.

ARTICLE 20 EMPLOYEE RECORDS

There shall be no more than one official personnel file maintained for each Employee. Upon written request to the corporate office, an Employee shall be provided a copy of the official personnel file, excluding the initial hiring package, at a nominal 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 to be incorrect will be removed from the Employee's official personnel file.

ARTICLE 21 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 to file a claim for benefits. The Employer shall make workers' compensation claim forms available at all facilities.

ARTICLE 22 EMPLOYEE RECERTIFICATION

Section 1. An Employee who is operationally decertified and assigned to a training and/or recertification program in accordance with applicable FAA orders, including, but not limited to, FAA Orders 7210.3, 7210.56 and 3120.4 and CI²Aviation, Inc. Order 7210.3, will be given written notice within seven days of the specific reasons for the action.

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

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

Section 4. If training is to be provided before or during recertification, it shall be individually developed and unless during the training process other deficiencies are identified shall only be

administered to correct identified deficiencies and shall normally be scheduled during the Employee's normal duty hours. If necessary, the Employer may adjust the Employee's schedule to allow the Employee to recertify as soon as possible.

ARTICLE 23 POSITION DESCRIPTIONS

Section 1. The Employer shall provide each BUE a position description that accurately reflects the duties of the Employee's position. Position descriptions shall be uniform throughout the Employer's facilities where BUEs are employed.

Section 2. The primary duties of an ATCS are those directly related to the control and separation of aircraft. 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. The Employer will provide each Employee a copy of the position description and any changes thereto.

ARTICLE 24 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer shall continue to provide the EAP for bargaining unit Employees. The purpose of the program is to assist Employees with personal problems.

Section 2. Participation in the EAP shall be voluntary.

Section 3. The Employer shall advise all Employees on the specifics of this program during initial Employee orientation.

ARTICLE 25 MEDICAL QUALIFICATIONS

Section 1. A 2nd class medical certificate is required, at the Employee's expense as a condition of initial employment pursuant to FAA rules and regulations.

Section 2. Routine 2nd class medical examinations required by FAA rules and regulations shall be scheduled on duty time, unless an Employee requests otherwise. The Employer will pay the costs associated with basic routine annual 2nd class medical certificate physical examinations, including mileage, parking, and tolls. Any subsequent, non-routine testing or examination(s) required to obtain a 2nd class medical certificate shall be on non-duty time and at the Employee's expense. The Employee is responsible for submitting appropriate receipts in accordance with Company policy and will provide the Employer a copy of the current 2nd class medical certificate along with a copy of the statement for reimbursement.

Section 3. The AME or FAA Regional Flight Surgeon's office will determine if the Employee meets the 2nd class medical standards.

a. If the AME or FAA Regional Flight Surgeon believes that further medical evaluation or reports by select physicians or other medical specialists are necessary to determine whether the Employee meets the standards, such evaluations or reports shall be authorized and, if there is any cost involved, paid by the Employee.

b. If an Employee does not meet the medical standards, the Employee may submit further medical evaluations or reports to the AME or FAA Regional Flight Surgeon in order to obtain initial or special consideration. All costs and expenses of this further evaluation will be borne by the Employee.

Section 4. The ATM and Employee shall coordinate to ensure a 2nd class physical examination is scheduled and completed prior to the last day of the month in which the Employee's 2nd class medical certificate expires. Employees shall not perform air traffic control duties beyond the last day of the month in which their 2nd class medical certificate expires unless the clearance is extended by documented special consideration by the appropriate certifying FAA official.

Section 5. Employees must promptly notify the Company if their 2nd class medical certificate has been revoked, suspended, denied, or is otherwise no longer current and valid. This includes written notice from an AME that an Employee's 2nd class medical certificate may be in jeopardy of being revoked, suspended, or denied.

Section 6. If an Employee's 2nd Class Medical has been suspended, or is otherwise no longer current and/or valid, that Employee is eligible for LWOP up to eighty (80) hours, or to participate in the VLTP. These hours are in addition to the LWOP hours in Article 34, Section 16 and are available regardless of staffing. Additionally, an Employee whose 2nd Class Medical Certificate has been suspended, or is otherwise no longer current and/or valid, may use any accrued Annual Leave, sick leave, or LWOP prior to being placed in a layoff status.

Section 7. At his or her request, an Employee who is temporarily medically disqualified, supported by appropriate medical documentation, to perform ATCS duties, may be assigned other facility duties to be assigned Monday through Friday, to the extent such duties are available. This type of assignment shall not exceed three(3) weeks.

Section 8. Employees who have exhausted leave options and who are unable to maintain a valid 2nd class medical certificate, or perform the duties required of an ATCS due to medical limitations, shall be placed in a layoff status for up to twelve (12) months. The Employee will provide the Employer a copy of the current 2nd class medical certificate once it is regained. 2nd class physical examinations are only authorized by a certified AME. Upon receipt of the Employee's 2nd class medical certificate, the Employee shall be eligible for recall pursuant to Article 15. If the Employee is unable to regain a 2nd class medical certificate or meet the physical requirements to perform the duties required of an ATCS within twelve (12) months, his/her employment with the Employer shall be terminated.

Section 9. An Employee who is medically disqualified may appeal such a determination in accordance with applicable laws, rules and regulations. If the appeal is successful, before a new

Employee is hired, the Employee shall be returned to the position previously held.

Section 10. If an Employee's 2nd Class Medical Certificate has been revoked that Employee is not eligible for LWOP or to participate in the VLTP.

ARTICLE 26 MEAL PERIODS AND BREAKS

Section 1. Breaks are defined as a period of time during which no duties are assigned, and an Employee may leave the operational area. However, Employees are subject to recall.

Section 2. On each shift, staffing permitting, the Employer shall provide for an uninterrupted thirty (30) minute paid break outside of the operational area for meals. To the extent practicable, meal periods will occur at or around the midpoint of an Employee's shift. The Employer agrees to exercise reasonable best efforts to assure meal breaks are available to Employees.

Section 3. On each shift, staffing permitting, the Employer shall 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. The Employer will exercise reasonable best efforts to assure relief breaks are available to Employees.

Section 4. The Employer agrees that every tower should be equipped with a microwave and at least a half refrigerator in a common area for Employee use. In any tower where there is not a properly functioning microwave and/or half refrigerator, the FacRep will notify the ATM who will then be responsible for remedying the situation.

ARTICLE 27 OCCUPATIONAL SAFETY AND HEALTH

The Employer shall comply with all laws, regulations, and orders concerning occupational safety and health. The Employer shall maintain the Log of Work-Related Injuries and Illnesses, OSHA Form 300A. Such logs shall be made available to BUEs or their representatives no later than the end of the next business day following a BUE's or representative's request to inspect such logs. To the extent required by law, the Employer shall make accessible Hazardous Materials Safety Data Sheets during each shift they are in their work areas.

ARTICLE 28 PERSONAL PROPERTY REPLACEMENT

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

Section 2. Should reimbursement/replacement as provided by Section 1 not be covered, the Employer will reimburse an Employee for the actual cost of the property damaged or destroyed not to exceed Four Hundred Dollars and Zero Cents (\$400.00). This Section does not apply to damage caused by acts of God.

ARTICLE 29 CRITICAL INCIDENT STRESS DEBRIEFING (CISD)

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

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

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

ARTICLE 30 CONTROLLER PERFORMANCE/IMMUNITY PROGRAM

Section 1. The Parties recognize that each Employee is responsible for ensuring that their performance conforms to established standards, 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.

ARTICLE 31 UNION PUBLICATIONS AND USE OF EMPLOYER'S FACILITIES

Section 1. The Employer will provide necessary space, if available, in each facility where BUEs are employed, in a non-work area, for a Union furnished bulletin board for the posting of Union materials. The parties at the local level will determine the exact location and size of the Union bulletin board. The content of any material placed on the Union bulletin board shall not be

restricted, censored, altered or removed by the Employer. The posting of scurrilous material is prohibited and literature placed on the Union bulletin board must not:

- a. Violate any laws or regulations;
- b. Violate the security of the facility, Company, or the FAA.

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 ATM. It is understood that the tower cab is a work area.

Section 3. The Union may distribute materials to Employees in the Employer's facilities in non-work areas during non-work times. If suitable space exists, the Union may place a file cabinet in an Employer's facility where bargaining unit members are employed. The location of the file cabinet will be by mutual agreement of the facility Union Representative and the ATM.

Section 4. The Union may place a Union reading binder in each facility in a non-work area where BUEs 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.

Section 6. The Employer shall provide BUEs with a mailbox/slot in each facility where bargaining unit members are employed. The Union may place materials in Employee mailboxes/slots.

Section 7. The ATM will, upon the FacRep's request, provide space for Union meetings as space and scheduling permit.

Section 8. The Employer will make every effort, where available, to provide for the use of personal lockers by bargaining unit members.

ARTICLE 32 PARKING

The Parties recognize that parking is normally under the control of the Airport Manager or the FAA. If, however, parking comes under the Employer's control, the Employer will make reasonable efforts to provide safe and appropriately lighted, adequate parking as close to the facility as possible, at no cost to the Employee. When parking is not under the control of the Employer, the Employer will make reasonable efforts to obtain parking for Employees as close to the facility as possible.

ARTICLE 33 AIR TRAFFIC CONTROL FACILITY EVALUATIONS

Section 1. The Union recognizes the right of the FAA, and other third parties to conduct periodic Air Traffic Control Facility evaluations/audits and follow-ups in accordance with the FAA's rules, regulations and procedures.

Section 2. BUEs will cooperate in internal evaluations/audits of the facility where employed in an on-duty status.

Section 3. The Employer shall notify the Union at least thirty (30) days in advance of any scheduled evaluation or follow-up. If the Employer receives less than thirty (30) days' notice from the FAA or other third party of an evaluation or follow-up, the Employer shall notify the Union immediately.

Section 4. Should the FAA, the Employer, or other third party elect to interview any BUE regarding any evaluation, audit, survey or any other facility or service assessment, the individual, upon their request, shall be afforded Union representation. The Union representative will be on duty time, if otherwise in a duty status.

Section 5. 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 serve on the evaluation team. The Union representative, if otherwise in a duty status, shall function at the direction of the evaluation team leader as a full member of the evaluation team, unless prohibited by the third party conducting the evaluation, audit or assessment. The Union representative's schedule may be adjusted so he/she can participate in a duty status. The Union representative will be permitted to attend round table discussions and debriefings to facility management whenever the full team is assembled for the purpose of such discussions or briefings.

Section 6. Upon request, the FacRep or his/her designee will be allowed to attend the final debriefing, on duty time, if otherwise in a duty status.

Section 7. The Employer will provide the FacRep with a copy of the final report of an evaluation and/or follow-up. The FacRep will cooperate with the ATM in remedying any deficit area identified in the evaluation.

Section 8. BUEs will participate in internal evaluations of the Employer at the facility where employed in an on-duty status.

ARTICLE 34 LEAVE

Section 1. Employees are entitled to annual leave with pay that accrues as follows:

- two (2) weeks per year with less than five (5) years of continuous service with the Company;
- three (3) weeks per year after five (5) years of continuous service with the Company;
- four (4) weeks per year after fifteen (15) years of continuous service with the Company;
- Five (5) weeks per year after twenty (20) years of continuous service with the Company;
- Newly hired Employees with less than one (1) year of continuous service with the Company may, after completing six (6) months of continuous service with the Company, request up to three (3) days of paid leave subject to the Company's approval based on staffing needs.

Section 2. Employees may annually carry over a total balance of up to eighty (80) hours of vacation leave per year, unless the Employee is entitled, in accordance with Section 1 of this Article to accrue additional weeks of vacation leave per year, in which case the limit shall be the same as the accrual. During the pay period immediately following each Employee's annual anniversary date of employment, any vested vacation leave hours in excess of the carryover limit will be cashed out and paid to the Employee.

Section 3. Absent exceptional circumstances Employees are guaranteed the opportunity to take at least two consecutive weeks of vacation leave per calendar year.

Section 4. Absent exceptional circumstances, eligible Employees shall be authorized the use of all vacation leave earned.

Section 5. The ATM and the FacRep will cooperate to ensure that Employees are permitted to take vacation leave of their choice to the extent possible. Absent a collaboratively developed local bidding procedure between the ATM and the FacRep the following Annual Leave bidding procedure shall be facilitated by the FacRep and provided to the ATM to determine Annual Leave schedules:

- Vacation leave (annual leave) is bid by seniority during one bid period in December for the following calendar leave year. The length of the bidding period will be the first twenty-one (21) days in December. Employees shall not be required to bid while not on duty.
- Other requests for leave (advanced annual leave requests) are those submitted after the bidding period referred to in A, above, and before the posting of a schedule to be worked. They will be considered for approval on a first come, first served basis. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved on a first requested basis. The Parties at the local level shall collaborate to establish the method for recording vacation leave requests.
- Spot leave requests are those requests submitted for a posted schedule. Spot leave requests are also considered for approval on a first come, first served basis. If the request was disapproved and annual leave for that time later becomes available, the leave shall be approved in the order that the request was received.

Section 6. Eligible Employees may take leave in six-minute increments for any reason.

Section 7. An Employee on vacation leave who becomes sick shall have the right to convert vacation leave to sick leave, provided the Employee has available sick leave.

Section 8. In those cases where an eligible Employee resigns or is otherwise terminated, the Employer shall pay out all unused, accrued Annual Leave to the Employee. In the event of death of an eligible Employee, the Employer shall pay out all unused, accrued Annual Leave to the Employee's designated beneficiary or, if otherwise designated, to the Employee's estate.

Section 9. Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of three (3) weeks in any calendar year. Pending receipt of the jury duty pay the

Employer shall pay the Employee their regular pay on the scheduled payday. When the Employee receives the jury duty pay, they shall reimburse the Employer by signing the jury duty paycheck over to the Company. Employees may use accrued Annual Leave or LWOP for, court appearances, and other such special circumstances.

Section 10. Employees will receive paid time off during periods of emergencies that officially close the Employer's facility. Payment for this time off is subject to the approval of the FAA contracting officer.

Section 11. 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 12. Any benefit plan(s) and/or accrual of leave shall continue in force during any period an Employee is on paid leave.

Section 13. The ATM may approve up to two hours of paid time off for the purpose of voting to Employees whose work schedules prevent them from voting during the time the polls are open.

Section 14. Staffing permitting, upon request, the Employee shall be granted LWOP not to exceed ten (10) days annually, except as provided in Articles 2, 3, and 25, and Section 9 of this Article. The CIC may approve LWOP for a single shift or less for the current day.

Section 15. The Employer shall grant military leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 16. The Employer shall provide leave pursuant to the Family and Medical Leave Act (FMLA), if applicable.

Section 17. Paid Sick Time: The Employer shall comply with all laws, regulations, and orders relating to Paid Sick Leave. The Employer shall provide to each Employee up to fifty-six (56) hours of Paid Sick Time each year. The Paid Sick Time shall accrue at the rate of one (1) hour per thirty (30) hours worked by the Employee. Each accrual year starts on February 1st, consistent with the effective date of the Parties 2026 CBA. An Employee may carry over unused Paid Sick Time but may not at any point in time have more than fifty-six (56) hours of accrued Paid Sick Time. In compliance with the Service Contract Act, the Company may not limit the amount of Paid Sick Time an Employee may use per year or at once on any basis other than the amount of Paid Sick Time an Employee has available.

Section 18. Paid Sick Time may be used for any of the following category of reasons:

- The Employee's own physical or mental illness, injury, or medical condition;
- The Employee's own need to obtain diagnosis, care, or preventative care from a health care provider;
- The Employee's 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 preventative care described in 1) or 2) or is otherwise in need of care;

- 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 to assist an individual related to the Employee as described in 3) above in engaging in any of these activities.

Section 19. When requesting to use Paid Sick Time, the Employee must notify the ATM or their designee. When the need to use Paid Sick Time is foreseeable, the request shall be made at least seven (7) days in advance. When the need to use Paid Sick Time is unforeseeable, the request shall be made as soon as practicable to the ATM or their designee. In the event a staffing shortage will result in ATC Zero, an Employee must notify the ATM or their designee. If neither is available, the Employee must notify the VP/OM. The request may be made in writing or orally and shall identify only the amount of leave needed and the category or reason found in Section 18, above, for which the use of Paid Sick Time is requested. Requests to use Paid Sick Time may be denied only if they do not comply with this Agreement. Denials must be communicated to the Employee in writing.

Section 20. The Employer shall not require Employees to provide a doctor's note or other certification of the need to use Paid Sick Time unless the absence is for more than three (3) consecutive full workdays. The Employer shall notify the Employee when certification is required, and the Employee shall have thirty (30) days from the date of their return to work to provide the certification. A certification shall be sufficient if it identifies the person making the certification, the dates for which the certification is valid, and includes a statement containing information sufficient to verify that the reason for the Paid Sick Time falls into one of the categories of reasons found in Section 18 above.

Section 21. An Employee may request an advance of Paid Sick Time not to exceed their remaining accrual for the current accrual year.

ARTICLE 35 HEALTH AND WELFARE

Section 1. The Employer shall establish an optional dental plan and major medical insurance plan that is available to bargaining unit Employees. Employee participation in either or both plans is voluntary.

Section 2. The Employer shall provide a comprehensive workers compensation insurance program at no cost to the Employee.

Section 3. The Employer shall provide, or otherwise make available, an optional life insurance and accidental death and dismemberment insurance policy for bargaining unit Employees. Bargaining unit Employee participation shall be voluntary. The minimum coverage shall be thirty thousand dollars (\$30,000.00).

Section 4. Employees will be paid any excess benefit monies after deduction of selected benefits options. Excess benefit monies will be paid in the same period as they are earned.

Section 5. Employees will receive \$6.85 an hour in fringe benefits for all hours paid (maximum up to 40 hours per week, 2080 hours per year), beginning February 1, 2026. Each year thereafter, Employees will receive an annual 7.5% increase in Health and Welfare payments on all hours paid up to a maximum of 40 hours per week and 2080 hours per year.

Section 6. The Parties agree to meet for the purpose of discussing alternative options for Employee benefit plans.

Section 7. CI² Aviation, Inc. shall continue to offer substantially the same Aetna Healthcare Plan in effect when this Agreement commences for the duration of this Agreement. Should the current Employer hourly fringe benefit contribution rate fail to fully cover the total increase to CI² Aviation, Inc. bargaining unit Employees' medical, dental, accidental death or dismemberment and life insurance plans, the Employer shall pay forty-five percent (45%) of the increase that is not offset by the increase to the Employer hourly fringe benefit contribution rate.

Section 8. Pursuant to Article 7 of this Agreement, the Employer agrees that it will make all reasonable efforts to provide at least thirty (30) days' notice to the Union of any anticipated changes to the health and welfare plan and a meaningful opportunity to bargain prior to making any decisions to modify the existing plan, increase Employee's premiums, or switching providers.

Section 9. If the Employer solicits quotes from health and welfare providers for the purpose of modifying Employee's health and welfare coverage or switching providers, the Employer agrees to provide the Union the top three price quotes for coverage along with an explanation of benefits/coverage from each provider before making any modifications to coverage or selecting a new provider. If the Employer is unable to obtain three coverage quotes, the Employer shall provide the Union a copy of any letter or email from the provider declining to provide a quote.

ARTICLE 36 RETIREMENT PLAN

Section 1. The Employer shall, at a minimum, continue the current or equivalent 401(k) retirement plan currently in place and ensure each Employee is fully informed about the plan and its availability. Employee participation in any plan shall be voluntary. Employees shall be entitled to utilize any loan programs available under the Employer's retirement plan.

Section 2. To the maximum extent permitted by applicable law, an Employee is entitled to roll over any and all contributions from any retirement plan established by any former employer, or similar source, into the Employer provided 401(k) account.

Section 3. To the maximum extent permitted by applicable law, an Employee may contribute any excess benefit monies to the 401(k)-retirement account, unless otherwise required beyond the Employer's control.

ARTICLE 37

WAGES

Section 1. On February 1, 2026, the base wage rate of Employees shall be increased by 3.5% in addition to the 3% increase received January 1, 2026. Effective February 1, 2027, the Employees' base rate will increase 3.5%. In each following year that this Agreement remains in effect, including any extensions, on February 1, the Employer shall provide an annual wage increase of 3%.

Section 2. BUEs who work between the hours of 6:00 P.M. and 6:00 A.M. shall receive 1.1 times the Employee's hourly rate of pay for each hour worked after 6:00 P.M. and before 6:00 A.M.

Section 3. BUEs who work in excess of (40) hours in a workweek shall receive one and one-half (1½) times the Employee's regular rate of pay, as defined by the Fair Labor Standards Act, for all hours worked in excess of (40) hours in a workweek. All overtime assignments will be offered first to BUEs in a fair and equitable manner.

Section 4. BUEs who perform on-the-job training (hereinafter, "OJT") shall receive 1.15 times the Employee's basic rate of pay for all time spent conducting OJTI training on a position of operation.

Section 5. In a facility where there is no Assistant ATM and the ATM is absent for five workdays or more, a qualified member of the bargaining unit may be required to serve as Acting ATM and shall be paid an additional \$1.25 per hour will on this assignment.

Section 6. All hours worked on Sunday shall be paid at the Employee's base rate plus a Sunday premium of twenty-five percent (25%) of the Employee's basic rate for each hour of Sunday work.

ARTICLE 38 SUBSTANCE TESTING

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

Section 2. An Employee who wishes to have a Union representative present during the drug testing process shall be permitted to do so, 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.

Section 3. An Employee who wishes to have a Union representative present during the alcohol 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.

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

Section 5. Every reasonable effort shall be made to accommodate Employee requests for leave immediately upon completion of a CI² Aviation, Inc. directed drug test in order to allow the

Employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

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

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

ARTICLE 39 CONTROLLER IN CHARGE

Section 1. Controller-In-Charge (hereinafter "CIC") duties shall be in accordance with applicable FAA and CI² Aviation, Inc. Orders.

Section 2. The CIC may approve LWOP for a single shift or less for the current day.

Section 3. When other qualified Employees are available, the FacRep will not be required to perform CIC duties.

ARTICLE 40 NEW FACILITIES/CURRENT FACILITY EXPANSION

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

Section 2. When the Employer is invited by an outside entity to participate or be involved in project planning, the Employer agrees to keep the Union at the appropriate level apprised of the status of his/her involvement and solicit input from the Union on matters effecting potential working conditions of the Employees. Should the project require (as determined by the entity in charge/Employer) an air traffic control subject matter expert (hereinafter, "SME") on any project planning group/committee, the Employer will allow the Union at the appropriate level to designate an SME to support any project planning group or committee, operational requirements permitting. The designee will provide subject matter expertise and be responsible for informing the Employer and the Union on the project status. The Employer, upon request, shall make every reasonable effort to adjust the designee's schedule so that he or she is in a duty status when the project planning group or committee meets.

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

**ARTICLE 41
NATIONAL TRANSPORTATION SAFETY BOARD (NTSB)**

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

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

Section 3. The Employer shall not object to NATCA party status for an investigation conducted at any NATCA-represented CI² Aviation, Inc. facility.

Section 4. Union representation shall not be at the expense of the Employer.

**ARTICLE 42
WHISTLEBLOWER PROTECTION**

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

Section 2. The Employer shall not retaliate against an Employee for reporting unsafe circumstances or witnessed acts of discrimination by management or other Employees to CI² Aviation, Inc. management or other senior officials within the Company.

Section 3. Retaliation is defined as the targeting of the whistleblower or other Employees with reductions in compensation, benefits, or workforce on account of an Employee's whistleblower activities.

**ARTICLE 43
OVERPAYMENT**

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

Section 2. The Employer will only collect the amount of overpayment and shall not include any interest.

Section 3. The Employer shall comply with all applicable State and Federal laws regarding deductions from Employees' wages.

ARTICLE 44 HARDSHIP TRANSFERS

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

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

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

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

1. whether the Employee previously used this issue as a hardship.
2. other unique circumstances.
3. the distance and ease of commute.

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

Section 3. An Employee requesting a hardship transfer shall submit a written request to his or her current ATM. The request shall include at least the following:

- a. a statement that the Employee is requesting a transfer in accordance with transfer procedures contained within this CBA, and this Article;
- b. facility/geographical area(s) the Employee is requesting; appropriate release(s) from the Employee authorizing the Parties to contact the appropriate sources as applicable to the request for the purpose of validating or clarifying any supplied documentation.

Section 4. Once the request has been reviewed by the ATM and the FacRep and is complete, it shall be forwarded to the Employer and the Union at the Corporate/National level within five (5) business days. The Employer and Union within twenty (20) calendar days of submission of the hardship shall discuss and review the request to ensure it falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the Employee with a brief explanation of the denial. A bona fide hardship transfer request will remain active for twenty-four (24) months. If the bona fide hardship conditions change during the twenty-four (24) month period, the Employee shall notify the ATM and the FacRep as soon as practicable.

Section 5. Employees with a bona fide hardship request may be required to report to the requested facility within fourteen (14) calendar days unless mutually agreed to by the parties. Employees shall not have return rights to the position vacated upon transfer. It is understood that hardship transfers are at the expense of the Employee.

Section 6. A vacancy shall first be offered to Employees on the recall list pursuant to Article 15. If the vacancy remains unfilled, then it shall be offered to Employees with a bona fide hardship transfer request on a first come, first served basis.

ARTICLE 45 DATA SECURITY

Section 1. The Employer shall ensure the privacy and treat as confidential all Employee records, including, but not limited to, Employee addresses, phone numbers, email addresses, social security numbers, financial information, and medical records.

Employee records shall be disclosed only as required by law, this Agreement, or express written consent by the Employee.

Section 2. If Employee records are lost, stolen, or improperly disclosed, the Employer will immediately notify the Union and the affected Employee(s), and the Employer will negotiate with the Union to resolve the breach of security and its effects on Employee(s).

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

ARTICLE 46
VOLUNTARY LEAVE TRANSFER PROGRAM

Section 1. The Employer shall continue to offer voluntary leave transfer (hereinafter “VLTP”) for Employees to use during periods of illness. Employees have the option of transferring earned leave to co-workers under certain circumstances.

In the event of a prolonged Employee illness (two [2] weeks or more), co-workers can elect to transfer earned leave to his/her account for use during the illness pursuant to these guidelines:

- a. The leave will be transferred on an hour-by-hour basis, regardless of differences in rates of pay.
- b. The donee (Employee receiving the leave) must have already exhausted all forms of paid leave.
- c. The donor (Employee giving the leave) may not donate leave to his/her supervisors; i.e. a person working as an ATCS may not donate leave to his ATM, or Area Manager.
- d. Leave can only be donated to an Employee who has notified the corporate office in writing and is listed on a Leave Transfer Bulletin. The Employee’s FacRep may make this notification on behalf of the Employee.
- e. The donee must be expected to be off from work for two (2) weeks or more, due to illness, injury surgery, or other medical condition.
- f. Both the donor and the donee must have been employed by CI² Aviation, Inc. for a period of one (1) year or more.
- g. This is a completely voluntary program. There are no requirements for any Employee to participate by donating any of his/her vacation leave.
- h. When all of the above listed guidelines have been met, CI² Aviation, Inc. shall approve the leave transfer.

Section 2. Any transferred leave that is not taken during the period of illness shall be automatically restored to the leave donor.

ARTICLE 47
SURVEYS AND QUESTIONNAIRES

The Employer shall not conduct surveys of BUEs without providing the Union an opportunity to negotiate over the questions and related issues. The Union will be provided an advance copy of any 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 survey conducted of BUEs shall be done on duty time. Participation in surveys by BUEs shall be voluntary. The Employer cannot guarantee the anonymity of handwritten Employee comments;

therefore, Employees shall have reasonable access to a computer for preparation of survey comments.

**ARTICLE 48
DRESS CODE**

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 49
SMOKE FREE FACILITIES**

CI² Aviation, Inc. operated towers shall be maintained as a smoke free environment, to include electronic cigarettes. Consequently, smoking is prohibited in all areas of the tower buildings at all times and concurrence or agreement contrary to this policy does not alter this requirement.

**ARTICLE 50
PROBATIONARY PERIOD**

New Employees shall be considered probationary for a period of ninety (90) days from the date of hire. During such probationary period an Employee may be terminated at the discretion of the Company and shall not have access to the grievance and arbitration procedures as defined by this Agreement.

**ARTICLE 51
NEW TECHNOLOGIES/PROCEDURES**

Section 1. The Parties recognize that mutual benefit may be gained from Union involvement in the development, planning, testing, and/or implementation of technological, procedural, or airspace changes, in order to provide operational perspective. The decision to include the Union in New Technology/Procedures is solely at the discretion of the Employer.

Section 2. For those matters referenced in Section 1 of this Article, at the Employer's discretion, the Employer shall provide written notice to the Union at the appropriate level, and the Union may designate a participant to be involved. The Union designee will provide technical expertise and will be provided access to the same information provided to other group members and will be responsible for informing the Union on the project status. The Union's designee shall be on duty time if otherwise in a duty status, and is entitled to travel and per diem when appropriate, while participating on the committee/project group. The Employer shall make every reasonable effort to schedule the Union designee so that he or she is in a duty status when the project planning group or committee meets.

Section 3. The Union at the appropriate level will be promptly notified when the Company becomes aware of the approval of project implementation plan(s) for the new technological, procedural, or airspace changes.

Section 4. Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Company right under this Agreement and/or the law.

ARTICLE 53 JOB SHARE

Section 1. Job Share positions are voluntary arrangements between two (2) Employees within a facility to divide a full time (80 hours per pay period) position. Job Sharers must be equally qualified Employees. An Employee must request to participate in or agree to be hired into a Job Sharing position. Employees' requests to participate in job sharing must be made in writing to the ATM utilizing the Job Share Request Form (Appendix V). Once approved internally, the Employer will then seek approval from the FAA for Job Share at that facility. In the event an Employee wants to start a Job Share arrangement and there is no facility Employee willing to Job Share, once approved by CI² Aviation, Inc. will solicit internally, and, if there are no available candidates, will then solicit externally, for an Employee to participate in the Job Share in accordance with Article 17.

Section 2. The Parties understand that FAA and CI² Aviation, Inc. have the authority to withhold approval of a Job Sharing request, or to terminate Job Sharing of a position if one of the Job Share participants takes a full-time position with CI², transfers to another facility, or leaves CI²Aviation, Inc. employment. The parties further understand the FAA has the authority to terminate job sharing in any CI² Aviation, Inc. facility. In the event that the FAA/ CI² Aviation, Inc. cancels Job Share at a facility, CI² Aviation, Inc. will provide notice to affected Employees and the Union at the first possible opportunity.

Section 3. Job Share Employees are responsible for an 80-hour-per-pay-period schedule and must notify the ATM of the days/hours worked by each Job Share participant.

Section 4. Job Share Employees shall not be required to work additional hours to cover for leave periods solely because they are occupying Job Share positions.

Section 5. Exchange of previously posted shift assignments between Job Share Employees requires advance approval of the ATM.

Section 6. To the extent practicable, job sharers agree to provide thirty (30) days notice before terminating a Job Share arrangement. The remaining Job Sharer will work full-time until another Job Sharer is found in the event that one Job Sharer is unable to maintain the agreed upon schedule, goes on extended leave, resigns, or takes another job.

Section 7 Requests for and granting of leave for Job Sharers are handled in accordance with Article 34 of this Agreement.

Section 8. A Job Share participant shall accrue leave in accordance with Article 34 of this Agreement on a pro-rated basis.

Section 9. In the event the FAA terminates job sharing at any facility affected Employees will be offered the opportunity to convert to full-time, based on the availability of such positions. If enough full-time positions are not available within the affected facility, the provisions of Article 15 of this Agreement shall apply.

Section 10. If a full-time position becomes vacant at the facility, Job Share Employees may be required to work full time until the vacant position is filled. CI² Aviation, Inc. will make every effort to fill vacant positions as expeditiously as possible so that those Employees previously on a Job Share arrangement can return to that arrangement as soon as possible.

Section 11. If one of the participants in the Job Share takes a full-time position with CI² Aviation Inc. transfers or leaves CI² Aviation, Inc. employment, CI² Aviation, Inc. will solicit internally and then externally to fill the Job Share position as soon as possible. In the interim, the remaining Employee shall work full time until a new Job Share partner is obtained. Once a new Job Share participant is selected, a new Job Sharing agreement must be executed.

Section 12. In the event of a layoff, the provisions for layoffs in Article 15 of this Agreement will be adhered to, and Job Share Employees will be considered to have seniority as established by Article 12 of this Agreement. If a Job Share Employee has greater seniority than a full-time Employee who is to be laid off, the Job Share Employee must be willing to accept full-time employment to continue working. Additionally, a Job Share Employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours. Conversely, a full-time Employee on layoff shall not have his/her recall rights affected in the event the Employee declines an offer to return to a Job Share position. In the event facility staffing requirements change or in the event of a layoff, Employees may request the opportunity to participate in a Job Share arrangement in lieu of being laid off.

ARTICLE 54 PART-TIME EMPLOYEES

Section 1. The Parties recognize that the FAA does not permit the use of part-time Employees in the FCT program. Accordingly, the Employer shall not hire or use part-time Employees at any facilities except those where the Employer has a non-FCT program contract to provide air traffic control services. The Employer will notify the Union at the national level when it chooses to use part-time Employees at a facility.

Section 2. Part-time Employees are Employees that are hired for a predetermined number of hours per week, less than forty (40) hours.

Section 3. In those facilities where the Employer hires part-time Employees, the Parties shall engage in negotiations pursuant to Section 7 of this Agreement.

ARTICLE 55
PROTECTIVE PROVISIONS

Section 1. The Parties recognize that events beyond their control may affect the general terms and conditions of employment specified in this Agreement. One example of such an event would be modification and/or termination of the contract under which one or more facilities covered by this Agreement are operated. In the event such a modification/termination becomes imminent, the Parties shall promptly meet to review and negotiate, as necessary, its impact. It is the intent of the Parties to conduct such reviews and negotiations in a manner that, to the extent practicable, protects:

- a) the employment status of Employees who would otherwise be adversely affected;
- b) the certified representational rights of the Union; and
- c) the ability of the Employer to maintain an efficient and competitive operation.

ARTICLE 56
EFFECT OF THE AGREEMENT

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

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

ARTICLE 57
DURATION

Section 1. This Agreement will commence on the date of execution by the Parties and remain in effect until January 31, 2030 ("the Expiration Date"). This Agreement shall automatically be renewed from year to year following the expiration date unless written notice to modify or amend is given by either party to the other. The written notice must be given not more than one hundred eighty (180) calendar days or less than sixty (60) calendar days preceding the Expiration Date. If negotiations towards a new Agreement are not completed prior to the Expiration Date, this Agreement shall remain in full force and effect until a new Agreement is reached or the Parties reach impasse.

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 therefor.

Section 3. The Articles contained herein constitute the full and complete agreement between the Union and the Employer and shall not be changed, altered, modified, or amended by either party unless such changes are reduced to writing and signed by both Parties signatory to this Agreement.

APPENDIX I

CLIN	LOC ID	TOWER NAME	CITY	STATE
201	ASG	Springdale Tower	Springdale	AR
202	FYV	Fayetteville Tower	Fayetteville	AR
204	GTR	Golden Triangle Tower	Columbus	MS
205	HKS	Hawkins Tower	Jackson	MS
206	JWN	John C Tune Tower	Nashville	TN
207	MKL	Jackson Tower	Jackson	TN
208	MQY	Smyrna Tower	Smyrna	TN
209	NQA	Millington Tower	Millington	TN
210	OLV	Olive Branch Tower	Olive Branch	MS
211	PAH	Barkley Tower	West Paducah	KY
212	ROG	Rogers Tower	Rogers	AR
213	TUP	Tupelo Tower	Tupelo	MS
214	XNA	Northwest Arkansas Tower	Bentonville	AR
252	FTY	Fulton County Tower	Atlanta	GA
253	GMU	Greenville Tower	Greenville	SC
254	GYH	Donaldson Tower	Greenville	SC
255	HKY	Hickory Tower	Hickory	NC
256	INT	Winston-Salem Tower	Winston-Salem	NC
257	JQF	Concord Tower	Concord	NC
258	LZU	Gwinnett Tower	Lawrenceville	GA
259	MCN	Macon Tower	Macon	GA
260	RYY	Mc Collum Tower	Kennesaw	GA
261	TCL	Tuscaloosa Tower	Tuscaloosa	AL

NATCA and CP² Aviation, Inc. have entered into this Agreement covering these facilities.

In addition to the above, facilities that become covered by this Agreement after the effective date of this Agreement will be under the terms specified below:

1. Exceptions to Article 2, Section 2 of this agreement are the provisions of Articles 35, Section 5 and Article 37, Section 1, which shall be effective in accordance with items 2 and 3 below.
2. Facilities for which NLRB certification is received, or voluntary recognition is granted prior to February 1 of any given year, will be covered by the excepted articles listed above effective on February 1 of that year.
3. Facilities for which NLRB certification is received, or voluntary recognition is granted

after February 1, of any given year, will be covered by the excepted articles listed above effective on February 1 of the succeeding year.

APPENDIX II

CLIN	LOC ID	TOWER NAME	CITY	STATE	Pay Rate Effective February 1, 2026
201	ASG	Springdale Tower	Arkansas	AR	47.34
202	FYV	Fayetteville Tower	Fayetteville	AR	47.34
204	GTR	Golden Triangle Tower	Columbus	MS	47.65
205	HKS	Hawkins Tower	Jackson	MS	43.89
206	JWN	John C Tune Tower	Nashville	TN	36.34
207	MKL	Jackson Tower	Jackson	TN	47.28
208	MQY	Smyrna Tower	Smyrna	TN	47.33
209	NQA	Millington Tower	Millington	TN	36.22
210	OLV	Olive Branch Tower	Olive Branch	MS	41.15
211	PAH	Barkley Tower	West Paducah	KY	39.98
212	ROG	Rogers Tower	Rogers	AR	47.34
213	TUP	Tupelo Tower	Tupelo	MS	47.34
214	XNA	Northwest Arkansas Tower	Bentonville	AR	45.86
252	FTY	Fulton County Tower	Atlanta	GA	47.82
253	GMU	Greenville Tower	Greenville	SC	45.45
254	GYH	Donaldson Tower	Greenville	SC	45.81
255	HKY	Hickory Tower	Hickory	NC	43.99
256	INT	Winston-Salem Tower	Winston-Salem	NC	45.45
257	JQF	Concord Tower	Concord	NC	47.34
258	LZU	Gwinnett Tower	Lawrenceville	GA	45.90
259	MCN	Macon Tower	Macon	GA	41.38
260	RYY	Mc Collum Tower	Kennesaw	GA	46.28
261	TCL	Tuscaloosa Tower	Tuscaloosa	AL	47.45

Appendix III

Form A

NATCA/ Job Share Request Form

To: _____
Air Traffic Manager _____ Date _____

We, the undersigned, request to participate in CI² Aviation's Job Share Program. We understand that Job Share positions are voluntary arrangements between two (2) employees to divide a full-time (80 hours per pay period) position, and that Job Sharers must be equally qualified employees.

We intend to share the position of _____, at _____.
Job Title Facility

We understand that it is our responsibility to determine how scheduled hours are to be divided for each 80-hour pay period schedule, and to notify the Air Traffic Manager.

We understand that a reduced work schedule due to a job share arrangement does not reduce the minimum monthly currency requirements.

We also recognize that Job Sharing arrangements may be subject to FAA approval and may be terminated at any time by the FAA.

As employees in a Job Share arrangement, we accept that we will no longer have the right to full-time positions with CI² Aviation, Inc. A Job Share employee will only be allowed to return to full-time status if a full-time vacant position exists at the facility.

Signed:

Print Name Signature

Print Name Signature

Each employee separately must also complete a Form B.

Approved: ATM signature _____

Date: _____

VP/OM ATS signature _____

Date: _____

Form B.

RECEIPT OF JOB SHARE AGREEMENT

I, _____, have been briefed by CI² Aviation, Inc. on my rights
(Print Name)

and responsibilities as a Job Share employee, including working hours, layoffs, leave accruals and benefit monies. I have been given a copy of CBA Article 53 between NATCA and CI² Aviation, Inc. I enter this Job Share arrangement voluntarily, and recognize that by doing so, I am accepting the following terms and conditions of employment:

1. I recognize that a reduced work schedule due to my Job Share arrangement does not reduce my minimum monthly currency requirement.
2. Exchange of previously posted shift assignments between Job Share employees requires advance approval of the Air Traffic Manager.
3. To the extent possible, I will provide CI² Aviation with thirty (30) days notice, prior to resigning from my Job Share position.
4. I understand that if my Job Share partner leaves the arrangement, is unable to maintain the agreed upon schedule, or goes on extended leave, I will be responsible to cover his/her scheduled hours unless and until a replacement can be found. Additionally, I may be required to work full time if there is a vacancy at the facility until a replacement is found.
5. I am aware that I will receive a full year of service credit for each calendar year worked for the purposes of computing service for vacation leave accrual rate and seniority. Additionally, I shall accrue leave for each year of service in accordance with Article 34 of my Collective Bargaining Agreement (CBA), on a pro-rated basis.
6. I understand that the FAA reserves the right to withhold approval of, or terminate Job Sharing at any CI² Aviation facility. In the event the FAA terminates Job Sharing at my facility, I realize that I will only be offered a full-time position if there is a vacancy available within the facility, otherwise I will be subject to the layoff and recall procedures under Article 15 of the CBA.
7. I accept that in the event of a layoff, the provisions for layoffs in the CBA will be adhered to, and I will be considered to have seniority as established in the CBA. I understand that during a layoff I might have to accept full-time employment to continue working. Additionally, while on layoff I may have recall rights to a full-time position only if I am willing to work the required full-time schedule of hours.
8. I recognize that in accordance with the CBA, Article 53, my acceptance of this Job Share position does not carry with it the right to cancel my participation in the arrangement and return to full-time status, unless a full-time vacant position exists within the facility.

Facility

Printed Name

Job Title

Signature

Date