



# **COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**National Air Traffic Controllers Association**

**And**

**June 1, 2011**

**Revised 7/17/11**

**Revised 8/28/11**

**Revised 11/20/11**

**Revised 12/18/11**

**Revised 8/21/12**

**Revised 11/4/12**

**Revised 6/30/13**

**Revised 8/29/13**

**Revised 3/24/14**

**Revised 7/27/14**

**Revised 8/22/14**

**CSM MOU Revised 2/26/15**

# NATCA/ [REDACTED] COLLECTIVE BARGAINING AGREEMENT

ARTICLE	TITLE	PAGE
1	PARTIES TO THE AGREEMENT .....	3
2	UNION RECOGNITION AND REPRESENTATION .....	3
3	RIGHTS OF UNION OFFICIALS .....	4
4	EMPLOYEE RIGHTS .....	5
5	EMPLOYER RIGHTS .....	5
6	REPRESENTATION RIGHTS .....	6
7	CHANGES IN WORKING CONDITIONS .....	7
8	INFORMAL PROBLEM SOLVING .....	7
9	GRIEVANCE PROCEDURE .....	8
10	DISCIPLINARY ACTIONS .....	11
11	DUES WITHHOLDING .....	12
12	SENIORITY .....	12
13	PAY ADMINISTRATION .....	13
14	WORKING HOURS .....	13
15	LAYOFF AND RECALL .....	14
16	HOLIDAYS .....	15
17	VACANCIES .....	16
18	NO STRIKE .....	16
19	TRAINING .....	16
20	OPERATIONAL ERROR/DEVIATION .....	17
21	INJURY COMPENSATION .....	18
22	EMPLOYEE RECERTIFICATION .....	18
23	POSITION DESCRIPTIONS .....	19
24	EMPLOYEE ASSISTANCE PROGRAM .....	19
25	MEDICAL QUALIFICATIONS .....	19
26	MEAL PERIODS AND BREAKS .....	20
27	OCCUPATIONAL SAFETY AND HEALTH .....	20
28	PERSONAL PROPERTY REPLACEMENT .....	21
29	CRITICAL INCIDENT STRESS DEBRIEFING (CISD) .....	21
30	CONTROLLER PERFORMANCE/IMMUNITY PROGRAM .....	21
31	UNION PUBLICATIONS AND USE OF EMPLOYERS FACILITIES .....	22
32	PARKING .....	22
33	AIR TRAFFIC CONTROL FACILITY EVALUATIONS .....	23
34	LEAVE .....	23
35	HEALTH AND WELFARE .....	25
36	RETIREMENT PLAN .....	26
37	WAGES .....	26
38	GENERAL PROVISIONS .....	27
39	PROTECTIVE PROVISION .....	28
40	EFFECT OF THE AGREEMENT .....	28
41	DURATION .....	29
	APPENDIX I .....	30
	APPENDIX II .....	31
	APPENDIX III .....	32

## **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 [REDACTED] and any and all subcontractors thereof, including, but not limited to, Computer Intelligence<sup>2</sup>, Inc. (hereinafter [REDACTED] or “the Company” or “the Employer”). The Union and the Employer are herein referred to collectively as “the Parties.”

**Section 2.** Neither the Company, the Union nor any of their agents shall interfere with, restrain, coerce or intimidate 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.

**Section 3.** The term “day” and “days” as used in this Agreement shall mean calendar days.

## **ARTICLE 2 UNION RECOGNITION AND REPRESENTATION**

**Section 1.** The Employer hereby recognizes the Union as the exclusive bargaining representative of air traffic control specialists employed at the air traffic control towers listed in Appendix I to this Agreement, 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 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. 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 Facility Manager. The Facility Manager shall be notified within ten days of any changes.

**Section 4.** During meetings between the Facility Manager or designee and the Facility Representative 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.** Upon advance coordination, any Union official and/or designee 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 also be subject to advance coordination.

**Section 9.** Staffing permitting, the Facility Representative and/or designee shall be granted annual leave, leave without pay (LWOP), or any combination thereof, at their option, to attend Union activities provided overtime is not required to backfill behind LWOP. Vacation leave takes precedence over LWOP. LWOP provisions for employees elected or appointed to national or regional union offices are defined in article 3.

**Section 10.** The Facility Representative 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 Facility Representative 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.

### **ARTICLE 3 RIGHTS OF UNION OFFICIALS**

**Section 1.** An employee who is elected or appointed to serve as a national or regional official representative of the Union shall be granted, upon request, leave without pay (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 30 days notice to the Employer at the corporate level.

**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 60 day 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 Facility Manager 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. 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.

**Section 4.** Any bargaining unit employee 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.

**Section 5.** Comprehensive 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:** 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.

**Section 7.** The Parties covered by the agreement, shall have the protection of all rights to which they are entitled under the Constitution of the United States.

#### **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 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 Collective Bargaining 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 [REDACTED] 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. 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.

**Section 2.** The Facility Manager will only deal with the Facility Representative 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.

## **ARTICLE 7 CHANGES IN WORKING CONDITIONS**

**Section 1.** It is mutually understood that there is no intent on the part of the Union to dictate the business policies of the Employer. Whenever the employer contemplates a change in policy affecting the terms and working conditions of bargaining unit employees, the Employer shall notify the Union at the appropriate level (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 [REDACTED] corporate and NATCA headquarters. The Union shall have ten (10) days to request a meeting with the Employer upon receipt of 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.

## **ARTICLE 8 INFORMAL PROBLEM SOLVING**

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

**Section 2.** The following procedure shall apply to informal problem solving: When a complaint/problem/concern arises, the employee, Union or Employer may notify the other affected Party of the complaint, problem or concern within ten (10) days of the event or discovery of the event giving rise to the complaint/problem/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 ten (10) days, to discuss the issue. Those in attendance will include the affected employee, the Union Facility Representative or designee, the Facility Manager or, if the Facility Manager 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.

- a. Any agreed to resolution under this Article shall fully resolve the complaint/problem/concern.
- b. In the event the Parties are unable to resolve the issue within ten (10) days of the meeting as described in Section 2.a., the employee and/or the Union may grieve the issue in accordance with Article 9 of this Agreement.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

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

**Section 2.** 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. Bargaining unit employees and the Parties intend that the joint problem solving procedures of Article 8 shall be used to the fullest extent practicable to resolve problems before moving under this Article 9.

**Section 3.** Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances with or without the assistance of the exclusive representative. No other individual(s), other than those designated by the Union, may serve as the employees' representative in the processing of a grievance under this procedure. The right of individual presentation 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 Facility Manager within ten days of the event giving rise to the grievance or within ten 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 Facility Manager shall, prior to making a decision, afford the employee and/or the Union Representative an opportunity to present the grievance orally. The Facility Manager shall deliver the decision to the Union Representative or the employee as appropriate within ten days following receipt of the written grievance or within ten 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 ten days following receipt of the decision, advise the Area Manager that it wishes the matter to be reviewed by the appropriate Area Manager. The Union will be notified by certified mail, return receipt requested, within ten days of the Area Manager 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 Area Manager's decision, the Union may advise the President, by certified mail, within 20 days that it desires the matter to be reviewed by the President or designee. The Union will be notified within 20 days, by certified 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 15 days following receipt of the Step 3 decision, notify the President by certified mail, return receipt requested, that it desires the matter be submitted to arbitration. Within 15 days after receipt of the request, an arbitrator shall be selected from the 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 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 level, so advise the responding Party at the national level by certified mail within thirty (30) calendar days following the receipt of the respondent's answer or the date the answer was due. Within 15 days after receipt of the request, an arbitrator shall be selected from the 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 Parties shall create a panel of five mutually acceptable arbitrators, unless otherwise agreed to by the Parties. These arbitrators shall be geographically located within the Company's area(s) of operation. After one year of service on the panel, either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Arbitrators selected for the panel must agree to hear expedited arbitration cases as provided in Section 12.

**Section 8.** The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties at or near the facility where the grievance arose. The 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 30 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 9.** 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 10.** 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 12 of this Article.

**Section 11.** 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 12.** Expedited arbitration: The Union at the national level may request expedited arbitration of a disciplinary action involving suspension of more than 30 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 15 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 15 days after the hearing has been held.

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

**Section 14.** In the handling of grievances under this procedure, upon request, the Union shall have access to such information relied upon for the action taken by the Employer.

**Section 15.** 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 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. 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 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. 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.

**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 shall be expunged from the employee's service record not later than two years from the date of the action, but not later than 30 days after the two 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.

## **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.

**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, provided the employee has been on dues withholding for a period of at least one year. Upon receipt of the revocation form, NATCA will notify the Employer to discontinue withholding of dues from the employee's pay.

## **ARTICLE 12 SENIORITY**

**Section 1.** Seniority is defined as the length of continuous service with a Federal Contract Tower ("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.** 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.

**Section 3.** Any employee covered by this Agreement who experience 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
- c. Is on layoff for one (1) year or more; or
- d. Is not working for the company for ninety (90) days unless otherwise agreed to by the Company and the Union in writing.

**Section 4.** Any employee covered by this Agreement who accepts a corporate position (e.g., Area Manager) 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 5.** When the requirements of the Company will permit, an employee, upon request, may be granted leave without pay normally not to exceed thirty (30) days without loss of seniority rights.

### **ARTICLE 13 PAY ADMINISTRATION**

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

**Section 2.** For each pay period, the Employer shall provide each employee with a Leave and Earnings statement that includes, as 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 (vacation, etc.) usage and balance;
- sick leave usage.

**Section 3.** Employees may elect to have their wages, or portion(s) thereof, directly deposited in up to three different checking or savings accounts. Requests for direct deposit must be submitted in writing to the appropriate Company official and provide all necessary information.

### **ARTICLE 14 WORKING HOURS**

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

**Section 2.** Full time employees will be scheduled to work thirty-five and one-half (35.5) to forty (40) hours per week.

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

**Section 4.** Under circumstances necessitating changes in the basic watch schedule (e.g., increase or decrease in personnel working hours), the Facility Representative will be afforded the opportunity to discuss and collaborate with the Air Traffic Manager, in good faith, concerning the changes prior to implementation. The Facility Representative will be provided all information necessary in order to engage in these discussions and collaborations. This section shall not apply to temporary changes made for the purpose of accommodating vacations, etc.

**Section 5.** The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. The basic watch schedule must satisfy coverage requirements. There will be no split shifts unless otherwise agreed to by the Parties. Assignments of individual employees to the basic watch schedule are not considered changes to the basic watch schedule.

**Section 6.** The basic watch schedule will be posted at least six months in advance. Assignments to the watch schedule will be by seniority with the controller having the greater seniority having first choice among controllers. Assignments to the watch schedule shall be posted at least 15 days in advance. The Employer recognizes that changes of individual assignments to the watch schedule are undesirable. Unless exceptional circumstances exist, an employee's shift will not be changed. An employee's shift will not be changed solely for the purpose of avoiding payment of overtime or other premium pay to which an employee may be entitled.

**Section 7.** 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 three days in advance to the Facility Manager and approved or disapproved as soon as possible.

**Section 8.** 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 9.** 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 required briefing time in accordance with the law.

## **ARTICLE 15 LAYOFF AND RECALL**

**Section 1.** In the event of a lay-off, employees at the affected facility shall be laid off in reverse order of seniority. Affected employees will receive notification no less than 14 days prior to the effective date of the lay off.

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

- a. Accept an offer of employment at another of the Employer's facilities where a vacancy exists.
- b. Be placed in a lay-off status.

**Section 3.** Employees in layoff status shall retain their seniority and recall rights to controller positions that become available prior to hiring a new employee. Recall rights will be based on their seniority as of the date of their layoff and will remain in effect for a period of 12 months.

Employees will normally be provided 14 days advance notice of recall, however, in those cases where the Employer cannot, due to operational needs, provide 14 days' notice of recall, a minimum of seven days will be sufficient. The recall process may be expedited by use of a telephone conversation or E-mail allowing the employee 24 hours to inform the Employer of intent to return to duty. Notice of recall will be confirmed in writing by the Employer. Such confirmation will be by registered letter, return receipt requested or by personal delivery to the employee.

**Section 4.** 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 5.** Eligible employees who are laid off shall be allowed upon request, to cash in all vested vacation at their current rate of pay, all funds associated with a 401(k) or other such retirement accounts. Additionally, the employee will receive all excess funds in the laid off employee's Health and Welfare Benefits account after advances and benefit costs have been reconciled.

**Section 6.** Employees shall be responsible for providing the Company with their current address and telephone numbers. The Company point of contact for the provision of data under this section shall be the Facility Manager.

## **ARTICLE 16 HOLIDAYS**

**Section 1.** Holidays are applicable for all employees.

**Section 2.** All bargaining unit employees will receive holiday pay based on the greater of the following:

1. Employees working less than full-time will receive Holiday Pay on the holiday on a pro-rated basis.
2. Full-time employees will receive (8) eight hours Holiday Pay.
3. Regardless of classification, all employees who work on the holiday will receive holiday pay equivalent to the numbers of hours worked, not to exceed a maximum of (10) ten hours Holiday Pay in lieu of items 1 and 2 above.

**Section 3.** Employees requesting time off for a holiday will be selected by seniority prior to publishing shift assignments to the watch schedule. If requested time off is denied, and later becomes available, it will be made available on a seniority basis. Employees who take holiday time off will receive their normal holiday pay for that day not to exceed eight (8) hours.

**Section 4.** 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 5.** Holiday pay will be paid on the holiday. 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 leave without pay.

## **ARTICLE 17 VACANCIES**

**Section 1.** Employees desiring to transfer to another facility shall submit their request in writing to the Area Manager for the area where the facility is located. The Area Manager will maintain the transfer request for one year.

**Section 2.** In filling controller vacancies, employees with a transfer request on file will receive priority consideration over new hires. Normally, an employee must have at least one year of service at a facility before being eligible for transfer. It is understood that transfers are at the expense of the employee and that transfer request approval is solely at the discretion of the employer. The Employer will place a selected employee in the new position as soon as it is reasonably practicable to do so.

**Section 3.** Employees may telephone or write the Area Manager regarding information of current or pending vacancies.

**Section 4.** When there is a vacancy, the company will normally send an email message from the corporate office to all facilities and main offices announcing the vacancy. A 72-hour window of opportunity will be provided for individuals to respond if they are interested. At the end of the 72 hours, a list of interested candidates will be forwarded to the appropriate Manager for consideration. The Employer reserves the right to waive this posting procedure when an unusual circumstance exists.

**Section 5.** If the Employer elects to transfer a bargaining unit employee to fill a vacancy and there are two equally qualified NATCA bargaining unit employees who have applied for a transfer to the same facility, unless unusual circumstances exist, the most senior bargaining unit employee will be offered the transfer.

## **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 30 days or more, the employee shall be granted sufficient training time to attain the level of proficiency the employee had at the time of the interruption, prior to the resumption of the remaining allotted training time. The employee's evaluations and/or training reports shall be used by the Employer to determine when the employee's former level of proficiency has been re-attained.

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

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

**Section 10.** In the event that an FAA/FCT Flight Deck Training program becomes available, the parties agree to pursue a similar training program and make such training available to Company employees covered by this agreement.

## **ARTICLE 20**

### **OPERATIONAL ERROR/DEVIATION**

**Section 1.** Employees believed to be involved shall be relieved from position as soon as operationally possible when the occurrence of an operational error/deviation is known or suspected. If the Employer determines that an operational error/deviation (OE/OD) may have occurred and any unit employee is to be interviewed, the facility Union representative or his or her designee may be present. However, if the Union's representative is not readily available the

interview shall not be delayed. In the event of any operational error/deviation, the facility Union representative shall be promptly notified.

**Section 2.** The employee and his or her Union representative shall be permitted to review relevant recordings available within the facility before submitting a final statement concerning an operational error/deviation. This review will be accomplished on duty time if they are otherwise in a duty status.

**Section 3.** The determination that an employee has been identified as the primary cause of the operational error ("Controller A") shall be made after consideration of the factors listed in applicable directives. In the event an operational error/deviation resulted from action taken by a pilot solely in response to a TCAS event, the controller will be considered to have been uninvolved and otherwise held harmless for the error/deviation.

**Section 4.** The employee and the facility Union representative shall be given an entire copy of the Facility Manager's report prior to its submission to an appropriate authority. If the employee or his or her Union representative do not feel the findings of the report are correct, they may submit their comments, in writing, to the Facility Manager. The Facility Manager shall attach any such comments to the facility final report.

## **ARTICLE 21 INJURY COMPENSATION**

**Section 1.** 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 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 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. The Employer may adjust the employee's schedule to enhance the training process.

## **ARTICLE 23 POSITION DESCRIPTIONS**

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

**Section 2.** An employee shall not be required to perform duties that do not have a reasonable relationship to the employee's official position description.

**Section 3.** 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 Employee Assistance Program for bargaining unit employees. The purpose of the program is to assist employees with personal problems.

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

**Section 3.** The Employer shall advise all employees the specifics of this program during initial employee orientation.

## **ARTICLE 25 MEDICAL QUALIFICATIONS**

**Section 1.** Annual Class II physical examinations are required for all employees as a condition of initial and continued employment pursuant to Federal Aviation Administration rules and regulations. All Air Traffic Control personnel shall have a current Class II Medical Certificate in their possession while performing actual ATC duties. The Air Traffic Manager shall immediately be notified by any employee if their Class II Medical Certificate has been revoked; rescinded; suspended; is otherwise no longer current and/or valid; during any period of known physical deficiency that would make the employee unable to meet the physical requirements for a current medical certificate; any time an employee is taking a medication that has not been approved by the FAA Flight Surgeon or his/her staff; any time that an FAA authorized physician determines an employee's Class II Medical should not be renewed; or if the employee has been requested to voluntarily return their Class II Medical Certificate to the FAA. Employees shall not assume a control position without receiving approval to work if any of the above conditions exist regarding the validity of their Class II Medical Certificate.

If the employee loses his/her Class II medical certificate for any reason, including lapse, such employee is subject to termination. The employee will provide the Employer a copy of the current Class II medical certificate. Class II examinations are only authorized by a certified Aviation Medical Examiner (AME).

**Section 2.** The Employer will pay the costs associated with basic routine annual Class II physical examinations. Any subsequent, non-routine testing or examination(s) required to obtain a Class II Medical certificate shall be on non-duty time and at the employee's expense.

**Section 3.** The employee shall ensure a Class II Medical Examination is completed prior to the last day of the month in which the employee's medical certificate expires.

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

**Section 5.** An employee who is medically disqualified may appeal such a determination in accordance with applicable laws, rules and regulations. An eligible employee will be authorized the usage of all vested leave during the appeal process. If the appeal is successful, before a new employee is hired, the Employer will normally offer the employee the first available controller vacancy for which qualified.

**Section 6.** At his or her request, an employee who is temporarily medically disqualified, supported by appropriate medical documentation, to perform air traffic control duties, may be assigned other facility duties; to the extent such duties are available. This type of assignment is limited to a one-time event for an individual per year, not to exceed three (3) workdays.

## **ARTICLE 26 MEAL PERIODS AND BREAKS**

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

**Section 2.** On each shift, staffing permitting, the Employer shall provide for an uninterrupted thirty (30) minute paid break away from operational positions for meals. To the extent practicable, meal periods will occur at or around the mid point of an employee's shift.

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

## **ARTICLE 27 OCCUPATIONAL SAFETY AND HEALTH**

**Section 1.** At those facilities where the Employer has control of and is responsible for the building structure, the Employer shall abide by Public Law 91-596 concerning occupational

safety and health; regulations of the Assistant Secretary of Labor for Occupational Safety and Health; and such other orders, laws and regulations promulgated by any appropriate authority. At those facilities where the Employer does not have control and responsibility for the building structure, the Employer will make reasonable efforts to have the Sponsor comply.

## **ARTICLE 28 PERSONAL PROPERTY REPLACEMENT**

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

**Section 2.** Should reimbursement/replacement as provided by Section 1 not be covered, the Employer will reimburse an employee for the actual cost of the property damaged or destroyed not to exceed \$100.00. 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 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 bargaining unit employees 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, inflammatory material is prohibited and literature placed on the Union bulletin board must not:

- Violate any laws or regulations
- 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 Facility Manager. 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 Facility Manager.

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

**Section 5.** The Union may send and receive mail through the Employer's facility address and/or mailbox at no expense to the Employer. The Employer is not responsible for Union mail.

**Section 6.** The Employer shall provide bargaining unit employees with a mail box/slot in each facility where bargaining unit members are employed. The Union may place materials in employee mail boxes/slots.

**Section 7.** The Facility Manager will, upon the Facility Representative'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**

**Section 1.** 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 Federal Aviation Administration (“FAA”) to conduct periodic Air Traffic Control Facility evaluations/audits and follow-ups in accordance with the FAA’s rules, regulations and procedures.

**Section 2.** The Employer will provide the Facility Representative with a copy of the final report of an evaluation/audit and/or follow-up. The Facility Representative will cooperate with the Facility Manager in remedying any deficit area identified in the evaluation.

**Section 3.** Bargaining unit employees will cooperate in internal evaluations/audits of the facility where employed in an on-duty status.

### **ARTICLE 34**

#### **LEAVE**

**Section 1.** Employees are entitled to vacation leave with pay as follows:

- a. two (2) weeks per year after one (1) year of service;
- b. three (3) weeks per year after five (5) years of service.
- c. four (4) weeks per year after fifteen (15) years of service.

**Section 2:** Employees may annually carry over a total balance of up to 80 hours of vacation leave, unless the employee is entitled, in accordance with Article 34, Section 1, 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. Employees with a leave balance in excess of the carry-over limit on the date this CBA is executed will have up to twelve (12) months to use the excess hours of vacation leave.

**Section 3.** Normally, employees are guaranteed the opportunity to take at least two consecutive weeks of vacation leave during the year.

**Section 4.** The Employer established policy concerning vacation leave transfer during periods of illness shall be continued. Employees have the option of transferring earned vacation hours to co-workers under certain circumstances.

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

1. The vacation leave will be transferred on an hour-by-hour basis, regardless of

differences in DOL or other established rates of pay.

2. The donee (employee receiving the leave) must have already exhausted all of his/her vacation and sick leave.
3. The donor (employee giving the leave) may not donate leave to his/her supervisors; i.e. a person working as an ATC may not donate leave to his AATM, ATM, or Area Manager.
4. There are NO provisions to donate sick leave; i.e. sick leave cannot be donated.
5. Leave can be donated only to approved recipients listed on a Leave Transfer Bulletin.
6. The donee must be expected to be off from work for two weeks or more, due to illness, injury or surgery.
7. Both the donor and the donee must have been employed by [REDACTED] for a period of one year or more.
8. This is a completely voluntary program. There are no requirements for any employee to participate by donating any of his/her vacation leave.

**Section 5.** Except for extraordinary circumstances, eligible employees shall be authorized the use of all vacation leave earned.

**Section 6.** The Facility Manager and the Facility Representative will cooperate to ensure that employees are permitted to take vacation leave of their choice to the extent possible. To achieve that end, the following procedures will determine leave schedules.

1. Prime 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 determined by collaboration between the facility manger and the union.
2. Other requests for leave (advanced annual leave requests) are those submitted after the bidding period referred to in 1, above. They will be approved on a first come, first served basis.
3. Spot leave requests are those requests submitted for a posted schedule. Spot leave requests are also approved on a first come, first served basis.

**Section 7.** Eligible employees may take any earned leave in six minute increments for the following purposes: personal time off, disability from illness or non-work related injury, medical, dental, eye examination/treatment, blood donation, voting, vacation and bereavement.

**Section 8.** An employee on vacation leave who becomes sick shall have the right to convert vacation leave to banked leave, provided the employee has available banked leave.

**Section 9.** In those cases where an eligible employee resigns or is otherwise terminated, the Employer shall pay out all unused, accrued or banked leave to the employee. In the event of death of an eligible employee, the Employer shall pay out all unused, accrued or banked leave to the employee's designated beneficiary or, if otherwise designated, to the employee's estate.



**Section 10.** An employee shall have the option to allot excess benefit monies for the purpose of creating a leave bank for use in case of illness or other purposes. This bank shall not exceed 80 hours.

**Section 11.** Employees will be permitted to use accrued annual and/or banked leave or Leave Without Pay for military leave, bereavement leave, jury duty, court appearances and other such special circumstances, not to exceed 15 days in a calendar year.

**Section 12.** Employees will receive paid time off during periods of emergencies which officially close the Employer's facility. Payment for this time off is subject to the approval of the FAA contracting officer.

**Section 13.** 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 14.** An employee will request leave in advance unless illness prevents advance notice, in which case the employee will notify the Facility Manager as soon as possible. An employee will not be required to furnish a medical certificate for absences of three consecutive days or less.

**Section 15.** Any benefit plan(s) and/or accrual of leave shall continue in force during any period an employee is on paid leave.

**Section 16.** The Facility Manager may approve up to two hours of duty time for the purpose of voting. This may be granted to employees whose work schedules prevent them from voting during the time the polls are open.

**Section 17.** The Facility Manager, subject to the approval of the Area Manager, may grant an employee a short period of leave without pay not to exceed 10 days annually except as provided in Article 3. Absent extenuating circumstances, paid leave should take precedence over LWOP. Leave without pay for 8 hours or less is subject to approval by the Facility Manager/Controller in Charge (CIC).

**Section 18.** The Employer shall continue to provide leave pursuant to the Family and Medical Leave Act.

**Section 19.** Any changes to this Article shall be in accordance with Article 7, Changes in working conditions.

## **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 first pay period following receipt of the funds from the FAA.

**Section 5.** Employees will receive \$4.02 an hour in fringe benefits for all hours paid. The parties agree to annually re-negotiate the health and welfare hourly rates during the month of August, beginning in 2011, to determine what changes if any are appropriate for the hourly rates that will be effective beginning October 1<sup>st</sup> following the review.

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

## **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.** Employees shall receive a base wage rate increase October 1, 2011 as specified in the chart in Appendix III and an increase of 3% in the subsequent years of this agreement.

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

**Section 3.** Bargaining unit employees who work in excess of 40 hours in a workweek shall receive 1.5 times the employee's basic rate of pay for all hours worked in excess of 40 hours.

Overtime assignments will be offered to bargaining unit employees in a fair and equitable manner.

**Section 4.** Bargaining unit employees who perform on-the-job training (OJT) shall receive 1.1 times the employee's basic rate of pay for all time spent conducting OJT training on a position of operation.

**Section 5.** In a facility where there is no Assistant Manager and the Manager is absent for five work days or more, a qualified member of the bargaining unit may be required to serve as Acting Manager and shall be paid an additional \$1.00 an hour while on this assignment.

**Section 6.** If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

## **ARTICLE 38 GENERAL PROVISIONS**

**Section 1.** The Employer shall not conduct surveys of bargaining unit employees without providing the Union an opportunity to review and comment on the questions and related issues. The Union will be provided an advance copy of 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 bargaining unit personnel shall be done on duty time. Participation in surveys by bargaining unit employees shall be voluntary. The Employer cannot guarantee the anonymity of handwritten employee comments; therefore, employees shall have reasonable access to a typewriter, if available, for preparation of survey comments.

**Section 2.** Bargaining unit employees will be subject to substance testing in accordance with Department of Transportation (DOT) and Federal Aviation Administration (FAA) regulations.

**Section 3.** Controller in Charge (CIC) duties shall be in accordance with applicable FAA and [REDACTED] Orders. CICs are only authorized to approve Leave Without Pay (LWOP) for a period that does not exceed the current workday. When other qualified employees are available, the Facility Representative will not be required to perform CIC duties.

**Section 4.** 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.

**Section 5.** [REDACTED]/Subcontractor operated towers shall be maintained as a smoke free environment. 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.

**Section 6.** To obtain voluntary recognition at a particular [REDACTED]/Subcontractor Tower, NATCA must present to [REDACTED] valid standard authorization cards signed by a majority of the nonsupervisory air traffic control specialists employed at that facility. To be valid, the authorization cards must contain the printed and signed names of the employees and must be dated within the 90-day period immediately preceding the NATCA request for voluntary recognition. Such cards will be used only to verify majority status.

Upon receipt of the NATCA request and authorization cards, [REDACTED] will determine the validity of the information submitted and, if there are no questions as to validity or majority, will grant voluntary recognition within 30 days thereafter. This grant will have the same force and effect as a certification by the NLRB and a copy will be provided to the NLRB for its records.

In the event [REDACTED] determines there is a question as to validity or majority, it may decline to grant voluntary recognition and NATCA may petition the NLRB.

**Section 7.** 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 39 PROTECTIVE PROVISION**

**Section 1.** The Parties recognize that events beyond their control may affect the general terms and conditions of employment specified in this Agreement. 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 40 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, regulation, 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 41 DURATION**

### **Section 1.** Period of Agreement.

This Agreement shall remain in effect for a period of thirty-six (36) months commencing on the effective date specified below and shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party. The written notice must be given not more than one hundred twenty calendar (120) days or less than sixty (60) calendar days preceding the expiration date of the Agreement. Such notices shall contain the title(s) the parties wish to add, alter, or amend. If negotiations of a new Agreement are not completed prior to the expiration date of this Agreement, this Agreement shall remain in full force and effect until a new Agreement is reached.

**Section 2.** If any part of this Agreement is, or is hereafter found to be in contravention of the laws or regulations of the United States or of any state having jurisdiction, such parts shall be superseded by the appropriate provisions of such law or regulation so as the same is in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made, the Employer and the Union will promptly negotiate and endeavor to reach an agreement upon a suitable substitute therefore.

### **Section 3.** Agreement.

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.

\_\_\_\_\_  
Robert Taylor  
NATCA Director of Contract  
Training and Administration

\_\_\_\_\_  
Date

This Agreement was ratified by the NATCA bargaining unit members on \_\_\_\_\_  
This Agreement is effective on \_\_\_\_\_ June 1, 2011\_\_\_\_

\_\_\_\_\_  
Paul M. Rinaldi  
President  
NATCA

\_\_\_\_\_  
President  
\_\_\_\_\_

**APPENDIX 1**

Revised July 27, 2014

<b>TOWER</b>	<b>STATE</b>		<b>TOWER</b>	<b>STATE</b>
BROOKLEY FIELD	AL		GEORGETOWN	TX
CONCORD	NC		MCALLEN	TX
DOTHAN	AL		MCKINNEY	TX
ATLANTA	GA		LAREDO	TX
GOLDEN TRIANGLE	MS		NW AR REGIONAL	AR
N. MYRTLE BEACH	SC		HARLINGEN	TX
GREENVILLE	SC		ROGERS	AR
HOLLYWOOD	FL		SAN ANGELO	TX
KINSTON	NC		SANTA FE	NM
KISSIMMEE	FL		SPRINGDALE	AR
LAKELAND	FL		STILLWATER	OK
JACKSON	TN		SUGARLAND	TX
MELBOURNE	FL		TEXARKANA	AR
ORMOND BEACH	FL		VICTORIA	TX
PAGE FIELD/FT. MYERS	FL		WACO	TX
SMITH REYNOLDS	NC		DOUBLE EAGLE	NM
SMYRNA	TN		NEW BRAUNFELS	TX
ST. AUGUSTINE	FL		LEESBURG	FL
ALBANY	GA		SAN MARCOS	TX
TUPELO	MS		COLLEGE STATION	TX
TUSCALOOSA	AL		POMPANO BEACH	FL
FLAGLER	FL		OP LOCKA	FL
ARDMORE MUNICIPAL	OK		CONROE	TX
BROWNSVILLE	TX		DENTON	TX
FARMINGTON	NM		SHREVEPORT	LA
FAYETTEVILLE	AR		CLINTON SHERMAN	OK
SPINKS	TX		HOUMA	LA
GALVESTON	TX			

NATCA and [REDACTED] have entered into a Master Agreement covering these facilities.

In addition to the above, facilities that become covered by the Master 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 August 1, of any given year, will be covered by the excepted articles listed above effective on October 1 of that year.
3. Facilities for which NLRB certification is received or voluntary recognition is granted after August 1, of any given year, will be covered by the excepted articles listed above effective on October 1 of the succeeding year.

## APPENDIX II

NATCA is the collective bargaining agent certified by the National Labor Relations Board (NLRB) for bargaining unit employees employed by [REDACTED] at facilities listed in this Appendix. Holidays are specified by facility in the chart. Length of vacation is vested after a specified number of years as depicted in the chart below:

FACILITY	HOLIDAYS	2 WEEKS VACATION	3 WEEKS VACATION	4 WEEKS VACATION
TUSCALOOSA, AL	10	1	5	15
TEXARKANA, AR	10	1	5	15
BROWNSVILLE, TX	10	1	5	15
DOTHAN, AL	10	1	5	15
FULTON COUNTY, GA	10	1	5	15
ALBANY, GA	11	1	5	15
SANTA FE, NM	10	1	5	15
SAN ANGELO, TX	10	1	5	15
MCALLEN, TX	10	1	5	15
FARMINGTON, NM	10	1	5	15
ARDMORE, OK	10	1	5	15
GRAND STRAND, SC	10	1	5	15
SMYRNA, TN	10	1	5	15
FAYETTEVILLE, AR	10	1	5	15
MCKINNEY, TX	10	1	5	15
KISSIMMEE, FL	10	1	5	15
HARLINGEN, TX	10	1	5	15
MELBOURNE, FL	10	1	5	15
TUPELO, MS	10	1	5	15
JACKSON (MCKELLER), TN	10	1	5	15
CONCORD, NC	10	1	5	15
SPRINGDALE, AR	10	1	5	15
ST. AUGUSTINE, FL	10	1	5	15
WACO, TX	10	1	5	15
GOLDEN TRIANGLE, MS	10	1	5	15
ORMOND BEACH, FL	10	1	5	15
ROGERS, AR	10	1	5	15
LAREDO, TX	10	1	5	15
SPINKS-BURLESON, TX	10	1	5	15
GEORGETOWN, TX	10	1	5	15
STILLWATER, OK	10	1	5	15
NORTHWEST ARKANSAS, AR	10	1	5	15
KINSTON, NC	10	1	5	15
VICTORIA, TX	10	1	5	15
DOWNTOWN MOBILE, AL	10	1	5	15
DOUBLE EAGLE, NM	10	1	5	15
WINSTON-SALEM, NC	10	1	5	15
NEW BRAUNFELS, TX	10	1	5	15
GREENVILLE, SC	10	1	5	15
HOLLYWOOD, FL	10	1	5	15
PAGE FIELD, FT. MYERS, FL	10	1	5	15
SUGARLAND, TX	10	1	5	15
GALVESTON, TX	10	1	5	15
LAKELAND, FL	10	1	5	15
FLAGLER, FL	10	1	5	15
LEESBURG, FL	10	1	5	15
SAN MARCOS, TX	10	1	5	15
COLLEGE STATION, TX	10	1	5	15
POMPANO BEACH, FL	10	1	5	15
OPA LOCKA, FL	10	1	5	15
CONROE, TX	10	1	5	15
DENTON, TX	10	1	5	15
SHREVEPORT DOWNTOWN, LA	10	1	5	15
CLINTON SHERMAN, OK	10	1	5	15
HOUMA, LA	10	1	5	15

NATCA and [REDACTED] have entered into a Master Agreement covering these facilities.

## APPENDIX III

TOWER	STATE	Wage Rate OCT-2011		TOWER	STATE	Wage Rate OCT-2011
BROOKLEY FIELD	AL	\$28.18		GEORGETOWN	TX	\$29.36
CONCORD	NC	\$29.37		MCALLEN	TX	\$29.43
DOTHAN	AL	\$29.43		MCKINNEY	TX	\$29.89
ATLANTA	GA	\$29.66		LAREDO	TX	\$28.44
GOLDEN TRIANGLE	MS	\$29.55		NW ARKANSAS REGNL	AR	\$28.44
N. MYRTLE BEACH	SC	\$29.34		HARLINGEN	TX	\$29.34
GREENVILLE	SC	\$28.18		ROGERS	AR	\$29.37
HOLLYWOOD	FL	\$29.65		SAN ANGELO	TX	\$29.33
KINSTON	NC	\$28.44		SANTA FE	NM	\$29.33
KISSIMMEE	FL	\$29.43		SPRINGDALE	AR	\$29.37
LAKELAND	FL	\$28.31		STILLWATER	OK	\$28.48
JACKSON	TN	\$29.33		SUGARLAND	TX	\$31.86
MELBOURNE	FL	\$29.43		TEXARKANA	AR	\$29.33
ORMOND BEACH	FL	\$29.37		VICTORIA	TX	\$28.44
PAGE FIELD/FT. MYERS	FL	\$28.18		WACO	TX	\$29.33
SMITH REYNOLDS	NC	\$28.18		DOUBLE EAGLE	NM	\$29.09
SMYRNA	TN	\$29.36		NEW BRAUNFELS	TX	\$27.97
ST. AUGUSTINE	FL	\$29.55		LEESBURG	FL	\$28.37
ALBANY	GA	\$29.43		SAN MARCOS	TX	\$27.97
TUPELO	MS	\$29.37		COLLEGE STATION	TX	\$27.47
TUSCALOOSA	AL	\$29.43		POMPANO BEACH	FL	\$29.77
FLAGLER	FL	\$28.33		OPA LOCKA	FL	\$29.77
ARDMORE MUNICIPAL	OK	\$29.33		CONROE	TX	\$32.02
BROWNSVILLE	TX	\$29.43		DENTON	TX	10/1/12- \$30.91
FARMINGTON	NM	\$29.33		SHREVEPORT DOWNTOWN	LA	10/1/12- \$28.35
FAYETTEVILLE	AR	\$29.37		CLINTON SHREMAN	OK	4/1/14- <b>\$27.97</b> MOU
SPINKS	TX	\$29.83		HOUMA	LA	10/1/13 <b>\$29.26</b>
GALVESTON	TX	\$33.10				



MEMORANDUM OF AGREEMENT  
BETWEEN  
[REDACTED]  
AND THE  
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION

This Agreement is made between the National Air Traffic Controllers Association, ("NATCA" or the "Union") and [REDACTED] "Employer"), collectively known as the Parties. This Memorandum of Agreement represents the complete understanding between the Parties concerning Clinton-Sherman Air Traffic Control Tower ("CSM") in Burns Flat, Oklahoma.

WHEREAS, since April 1, 2012, [REDACTED] has administrated operations at CSM by contract with the State of Oklahoma, and

WHEREAS, the Union and Employer are parties to a collective bargaining agreement, and

WHEREAS, [REDACTED] has agreed to voluntarily recognize NATCA as the exclusive bargaining representative for air traffic controllers at CSM.

NOW, THEREFORE, the Parties agree that all terms and conditions of the Collective Bargaining Agreement currently in effect between the Parties shall remain in full force and effect and apply to bargaining unit employees at CSM except as modified herein:

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

**Section 2. POSITION DESCRIPTIONS:** CSM bargaining unit employees duties and responsibilities shall include the placement of Government furnished light kits (each kit containing 5 lights) at strategic locations according to Government-provided drawings. Lights shall be set up approximately fifteen (15) minutes prior to usage start time and shall be retrieved either fifteen (15) minutes prior to airfield closing for Government Flight Training Aircraft or when no longer needed (as confirmed by aircrews). [REDACTED] shall continue to reimburse bargaining unit employees who use their own vehicles for light placement at the current rate of fifty-five cents (\$.55) per mile. The submission of reimbursement vouchers shall be required no less than sixty (60) days from the time of the light placement.

**Section 3. LEAVE:** Employees will receive paid time off during periods of emergency which officially close the Employer's facility. Payment for this time off is subject to the approval of either the FAA contracting officer for FCT facilities or the State of Oklahoma contracting officer for CSM.

**Section 4. HEALTH AND WELFARE:** Effective April 1, 2015, CSM bargaining unit employees will receive four dollars and two cents (\$4.02) per hour in fringe benefits for all hours paid. The Parties agree to annually re-negotiate the health and welfare hourly rates during the month of January to determine what changes if any are appropriate for the hourly rates that will be effective beginning April 1, following the review.

**Section 4. WAGES:** Effective April 1, 2014, all CSM bargaining unit employees shall receive a base wage rate increase of three percent (3%) as specified in Appendix A (annexed hereto) and an increase of three percent (3%) annually thereafter during the term of this Agreement.

**Section 5. GENERAL PROVISIONS:** CSM bargaining unit employees will be subject to substance abuse testing in accordance with RVA's Non-DOT Anti-Drug and Alcohol Policy.

**Section 6. DURATION:** This Agreement is effective upon signing, and shall run concurrent with the Collective Bargaining Agreement in effect between the Parties.

NATIONAL AIR TRAFFIC CONTROLLERS  
ASSOCIATION, AFL-CIO



Wil Mowdy

Damien Maree

3/7/14

Date

3/24/14

Date

## APPENDIX A

Revised 2/26/15						
NAME	DOH	SENIORITY IN YEARS	HRs	CURRENT RATE	RATE AS OF 4/1/15	TITLE
EADS, ALLEN D.	5/1/98	15.8	40	\$27.97	\$28.81	ATC
DAVIS, PATRICK	2/26/15	0	40	\$27.97	\$28.81	ATC
GIMESON II, MICHAEL E.	11/14/11	2.3	40	\$27.97	\$28.81	ATC
MONGEAU, DAVID A.	8/10/09	4.6	40	\$27.97	\$28.81	ATC
WRAY, ANTHONY P.	9/28/09	4.4	40	\$27.97	\$28.81	ATC