

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**PROFESSIONAL AIR TRAFFIC CONTROLLERS ORGANIZATION
(PATCO), FPD, NUHHCE, AFSCME, AFL-CIO**

AND

MIDWEST AIR TRAFFIC CONTROL SERVICE, INC.

(June 2008)

**ARTICLE 1
PARTIES TO THE AGREEMENT**

This Agreement is made by and between the Professional Air Traffic Controllers Organization (PATCO), FPD, NUHHCE, AFSCME, AFL-CIO (hereinafter "PATCO" or "the Union") and Midwest Air Traffic Control Service, Inc. (hereinafter "Midwest" or "the Employer"). The Union and the Employer are herein referred to collectively as "the Parties".

**ARTICLE 2
UNION RECOGNITION AND REPRESENTATION**

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative of all full time and regular part time air traffic control specialists employed at the air traffic control towers listed in Appendix 1 to this Agreement, pursuant to Section 9(a) of the National Labor Relations Act and certification of the Union as the exclusive bargaining agent of bargaining unit employees employed at the Employer's facilities listed on Appendix 1 are attached as Appendix 2 to this Agreement.

Section 2. If the bargaining units described in Section 1 of this Article are amended to include other employees, those employees shall be covered by this Agreement.

Section 3. The Employer agrees that with respect to each of its other ATC facilities where PATCO becomes the exclusive bargaining representative, the terms and conditions of this Agreement shall become applicable to the bargaining unit employees employed at such facility and Appendix 1 shall be amended accordingly and the use of the term facility or facilities in this Agreement means only one (1) or more of the facilities listed on Appendix 1 of this Agreement.

Section 4. The Union shall designate one Union representative to serve in a representational capacity at each facility where PATCO is the exclusive bargaining agent of the employees ("Facility Representative") and the Facility Representative shall be a bargaining unit member employed at the facility where he/she is designated as the Facility Representative. This designation shall be in writing to the Facility Manager and the Employer's Vice President, Aviation Services. The Facility Manager and Vice President, Aviation Services shall be notified in writing within (5) days of any change in the Facility Representative. The Facility Representative may designate an alternate to serve as the Facility Representative for periods when the Facility Representative is unavailable.

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.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 1. All management functions, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and management of the workforce are vested solely in the Employer. All management functions are reserved to the Employer unless specifically limited by this Agreement.

Section 2. Except as otherwise modified by the Agreement and without limiting the provisions of Section 1 but in order to clarify some of the rights retained, the following rights are vested exclusively with the Employer:

- a. Determine the qualifications of employees;
- b. Hire, lay-off, recall, assign, transfer, promote and demote employees;
- c. Determine the number of employees it shall employ, establish new jobs, abolish and change existing jobs, employees and working hours;
- d. Maintain order and efficiency of its operation;
- e. Direct the workforce;
- f. Determine the basic watch schedule and shifts, determine changes and adjustments in any specific schedule, to fill or not fill any shift, and to assign employees on a temporary basis;
- g. Determine, control and regulate the type of any vehicle, machinery and equipment to be used and by whom and when to be operated;
- h. Determine the method or methods by which work is carried out and performed, the method of operation, and the materials and equipment used in the operations;
- i. Change the process by which work is carried out and performed, the method of operation, the materials and equipment used in the operation;
- j. Determine any and all services, processes and standards required by a contractual customer;
- k. Establish work rules;
- l. Discipline, suspend or discharge for cause; and
- m. Any and all other rights not specifically limited by this Agreement.

Section 3. It is not the intent of this Article to limit any of the normal and usual functions of management or for the Union to define any and all such functions.

Section 4. The Employer reserves the right to take whatever actions may be necessary to accomplish its mission during emergencies.

Section 5. Nothing in this Article shall preclude or require management from bargaining changes in the terms and conditions of employment or the impact of such changes consistent with applicable law.

ARTICLE 4 REPRESENTATION RIGHTS

Section 1. The Parties recognize management's right to meet with employee(s) without Union representation and the employee's right to be represented at any meeting with management where discipline may be imposed whereby the employee reasonably believes that such meeting may lead to disciplinary action.

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. Discussions under this Article may be accomplished by telephone.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. It is the declared objective of the Parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Section 2. A grievance shall be defined as any complaint by a bargaining unit employee or either Party concerning any claimed violation of law or this Agreement or Employer personnel policies or regulations affecting conditions of employment.

Section 3. This procedure provides the exclusive procedure available to the Parties and the employees in the bargaining unit for resolving grievances except as limited or modified by Section 5 of this Article. Any employee(s) or Party may file a grievance under this procedure. Bargaining unit employees and the Parties intend that the Informal Resolution Procedure at Section 5 of this Article shall be used to the fullest extent practicable to resolve problems before utilizing the Grievance Procedure described at Section 5 of this Article 5.

Section 4. Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances with or without the assistance of the exclusive representative except as limited by this Article 5. No other individual(s), other than those designated by the Union, may serve as the employees' representative in the processing of a grievance under this procedure. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 5. Informal Resolution Procedure.

- a. The Parties recognize that 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 Section 5 to the fullest extent possible before resorting to other avenues of dispute resolution.
- b. When a complaint/problem/concern arises, the employee, Union or Employer may notify the other affected Party of the complaint/problem/concern within five (5) calendar days of the events giving rise to the complaint/problem/concern or if the employee is absent from the facility within five (5) days of the employee's return to work at the facility provided that the employee is not absent from the facility for more than ten (10) calendar days after the events giving rise to the grievance and try to resolve the complaint/problem/concern informally by mutual agreement. For purposes of time limits in this Section 5 paragraph b, an employee is not considered absent from the facility where the events giving rise to the grievance may be brought by an employee other than the absent employee.
- c. Any agreed to resolution under this Article shall fully resolve the complaint/problem/concern.
- d. The Parties shall try to resolve the complaint/problem/concern by mutual

agreement.

Section 6. Grievance Procedure.

Step 1. Within five (5) calendar days of the events giving rise to the problem/complaint/concern or if the employee is absent from the facility within five (5) days of the employee's return to work at the facility provided that the employee is not absent from the facility for more than five (5) days after the events giving rise to the grievance, an aggrieved employee or Party shall submit the grievance, in writing, and if the aggrieved is a bargaining unit employee or the Union, to the Facility Manager and if the aggrieved is the Employer, to the Facility Representative. For purposes of time limits in this Step 1, an employee is not considered absent from the facility where the events giving rise to the grievance may be brought by an employee other than the absent employee.

A grievance submitted by a bargaining unit employee or the Facility Representative shall be submitted on a grievance form (attached as Exhibit A hereto) and in the absence of the Facility Manager with a copy faxed to Midwest's office in Overland Park, KS and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name and address of the Facility Representative who will be designated for receipt of papers relating to the grievance and whether he/she wishes to make an oral presentation. Failure to provide all of the information listed above will result in the grievance being denied without further recourse. If requested, the deciding official shall, prior to making a decision, afford the grievant and, if the grievant is represented by the Union, the Facility Representative, an opportunity to present the grievance orally. Within seven (7) calendar days following receipt of the written grievance or within seven (7) calendar days following the oral presentation whichever is later, the decision shall be delivered to the employee if proceeding without the Union or to the Facility Representative if the Union is representing the employee. The decision shall be delivered either by certified mail return receipt requested or personally delivered to the employee if the employee is proceeding without the Union, or the Facility Representative if the Union is representing the employee.

Step 2. If the aggrieved employee or Union is not satisfied with the decision rendered in Step 1, the Union may within seven (7) calendar days following receipt of the decision, advise the Employer Vice President, Aviation Services, Midwest Air Traffic Control Service, Inc., 13200 Metcalf, Suite 110, Overland Park, KS 66213 that it wishes the matter be reviewed by the Vice President, Aviation Services or his/her designee. The Union will be notified by certified mail return receipt requested within (10) calendar days of the Employer decision.

Step 3. Arbitration.

a. If the grievance is not resolved at Step 2, the Union representative may,

within fifteen (15) days of the Step 2 decision, forward the grievance to arbitration to the Arbitration Department of the Federal Mediation and Conciliation Service (FMCS) with a copy of all correspondence to FMCS sent to the Vice President, Aviation Services, Midwest Air Traffic Control Service, Inc., 13200 Metcalf, Suite 110, Overland Park, KS 66213. A bargaining unit employee may not forward a grievance to arbitration without Union representation and the decision to provide or decline Union representation is within the discretion of the Union.

- b. The Parties shall select one arbitrator from the panel of arbitrators forwarded by the FMCS. Such selection will be made by striking. A flip of the coin shall decide which Party strikes first. The remaining name shall be the arbitrator to hear the grievance, provided however that each Party may reject an entire FMCS panel of arbitrators one (1) time for each grievance forwarded to arbitration and request that the FMCS submit a new panel. The Parties shall share equally in the arbitrator's fees and expenses including the cost of a transcript of the hearing, if any is provided to the arbitrator. Each Party to bear its own costs. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies. The decision of the arbitrator shall be final and binding.

Section 7. The time limits described in this Article will be binding unless waived by the Parties or otherwise agreed-to. If any employee or Party initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure, the decision made will be final and binding. If any Employer representative fails to issue a decision at any step of the grievance procedure, the grievant may proceed to the next step of the procedure within the time limits as provided counting from the last date that the decision would have otherwise issued.

Section 8. In any arbitration under the Agreement, the arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s). No arbitrator shall have authority to alter, amend or modify the language of this Agreement or to change any existing wage rate or benefit provision of this Agreement. The arbitrator shall have no authority to award the costs and expenses of either Party to the other. Payment of the arbitrator's fees and expenses is as described in Section 5. Step 3. b. of this Article 5.

Section 9. The filing or pendency of any grievance under the provisions of this Article 5 shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject however to the disposition of the grievance. This Article 5 shall not diminish the Employer's right to discipline where otherwise appropriate or the Union's or employee's right to grieve, where otherwise appropriate.

Section 10. The location of the hearing of any arbitration shall be in the vicinity of the facility where the facts giving rise to the arbitration arose unless otherwise agreed-to by the Parties.

Section 11. Mediation.

In lieu of arbitration, the Parties may agree to submit a grievance or number of grievances for mediation. The mediator shall be decided by the Parties. The mediator may make a recommended decision but the mediator's decision shall not be binding on the Parties.

Section 12. The Employer and Union may mutually agree to proceed to arbitration of any alleged violation of this Agreement at any time. Absent agreement otherwise, the time frame for presenting the grievance shall not be waived.

ARTICLE 6 DISCIPLINARY ACTIONS

Section 1. This Article 6 covers actions involving oral warnings, written warnings, written reprimands, suspensions, removals, and reductions in pay.

Section 2. An employee will not be disciplined except for just cause. Disciplinary actions will be determined on the merits of each individual case in light of the employee's entire record. Except in cases of serious misconduct, progressive discipline may be followed.

Section 3. Any notification made to an employee under this Article shall be accomplished by personal delivery to the employee and the Facility Representative by the Facility Manager or by U.S. mail except that the Midwest will not disclose employee drug testing records to the Facility Representative without the written consent of the employee.

ARTICLE 7 DUES WITHHOLDING

Section 1. The Employer agrees to deduct Union dues or fair share withholdings in conformity with applicable law from an employee's wages uniformly and lawfully levied by PATCO and to remit same to PATCO on a monthly basis, provided that, for employees who join the Union, the employee executes the dues withholding form provided by the Union, a copy of which shall be provided the Employer by the Union and where applicable the Union will provide notice to the Employer when fair share withholdings is to begin, except that when the Employer hires a new employee, fair share withholdings, where applicable, shall begin sixty (60) days after the start of employment.

Section 2. Any change in the rate or amount of dues or fair share withholdings 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, provided however that the Employer receives notice within two (2) weeks of the last day of the month.

Section 3. Any deduction of dues or fair share withholdings provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit.

Section 4. The Union indemnifies and holds the Employer harmless from any and all claims of wrongful withholding of dues or fair share withholdings.

ARTICLE 8

UNION SECURITY

Section 1. All employees on the active payroll as of the effective date of this Agreement, who are members of the Union and in a non-right-to-work state shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 2. All employees on the active payroll as of the effective date of this Agreement who are not members of the Union and in a non-right-to-work state shall become members of the Union thirty (30) days after the effective date of this Agreement. The Employer agrees to provide monthly reports of part-time and full-time employees to the Union.

Section 3. All employees hired or transferred to a PATCO represented facility after the effective date of this Agreement shall become members of the Union no later than the sixtieth (60th) day following the beginning of such employment or transfer and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment unless employed in a right-to-work state.

Section 4. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if she/he tenders his/her periodic dues and initiation fee uniformly required as a condition of continued employment

Section 5. If an employee who has failed to maintain membership in good standing as required by this Article, the Employer shall, within sixty (60) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered. The Union and Employer further agree that the Union may only request one discharge at a specific facility at one time and may not request any other discharge until the first requested discharged employee has been replaced and in situation where a requested termination may impeded the Employer ability to ensure continuity of the operations, the Parties will agree to a mutually convenient replacement period.

ARTICLE 9 SENIORITY

Section 1. Seniority is defined as the length of continuous service with the Employer commencing from the date of hire except however that if the employee was employed with the predecessor contractor at the facility, such employee's seniority date shall be the date on which the employee was both employed by the predecessor contractor and was continuously in service at the facility. In the event two or more employees share the identical employment date, seniority shall be determined by lottery.

Section 2. New employees shall be considered probationary for a period of one hundred twenty (120) days from the date of hire. During such probationary period an employee may be terminated at the discretion of the Employer and shall not have access to the grievance and arbitration procedures of this Agreement.

Section 3. Any employee covered by this Agreement who suffers a break in service shall lose all seniority rights accrued to the date he or she suffers a break in service. If such employee is later re-employed by the Employer, seniority shall begin on the date of rehire.

- Section 4.** A break in services occurs when the bargaining unit employee:
- a. resigns from the service of the Employer;
 - b. is terminated for any reason; or
 - c. unless otherwise agreed by the Employer and the Union in a signed writing or required for compliance with the Service Contract Act, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, or comparable state law of the state where the employee is employed or the Family and Medical Leave Act, 29 U.S.C. §§ 2601 *et seq.*, is not working for the Employer for thirty (30) days, unless the employee is on lay off status, in which event ninety (90) days as provided at Article 11.

Individuals exercising their rights under the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, Family and Medical Leave Act, 29 U.S.C. §§ 2601 *et seq.*, and the Uniform Services Employment and Reemployment Rights Act, 38 U.S.C. §§ 4301 *et seq.*, will not lose seniority consistent with law.

ARTICLE 10 WORKING HOURS

Section 1. The workweek is defined as Sunday through Saturday.

Section 2. While there is no guarantee of the number of hours of work per week, the Parties recognize that it is undesirable to diminish the employee's hours of work per week.

Section 3. The basic watch schedule shall be decided by the Employer. To satisfy operational needs, the Employer may change assignment of individual employees to the basic watch schedule.

Section 4. The exchange of shifts between equally qualified employees may be permitted in the discretion of the Facility Manager provided the proposed exchange of shifts does not result in overtime or violation of law or regulation or conflict with the terms of this Agreement. A proposal for exchange must be submitted on a shift swap form signed by both employees in advance to the Facility Manager for decision.

ARTICLE 11 LAYOFF AND RECALL

Section 1. In the event of a lay-off, the Employer shall have discretion to lay off employees in order of reverse seniority. The Employer will try to, but is not required to, notify affected employees not less than within one (1) week of the scheduled lay off, provided however, that where the Employer has less than one (1) week's notice of expected layoff, the Employer will provide as much notice as is practicable. The effected employees will be placed in lay-off status.

Section 2. Employees in layoff status shall retain their seniority and recall rights to the facility from which they were laid off for ninety (90) days following lay off. Employees in layoff status shall be recalled from lay off in reverse order of the layoff.

Section 3. Employees will normally be provided fourteen (14) days advance notice of recall, however, in those cases where the Employer cannot, due to operational needs, provide fourteen (14) days' notice of recall, the Employer will provide notice as restricted by operational needs. Employees in lay off status must give notice of intent to return to work within three (3) days of notice of recall. The recall process may be expedited by use of the telephone or email to inform the Employee of recall and the Employer of intent to return to duty. Notice of recall will be confirmed in writing by the Employer. Such confirmation will be by certified mail, return receipt requested or by personal delivery to the employee.

Section 4. The Employer will cash out all accrued and unused vacation and other paid time off, if any, at the rate at which earned and in any event within thirty (30) days of lay off status.

Section 5. Each employee shall be responsible for providing the Employer with his/her current address, telephone number and email. The Employer point of contact for the information regarding lay off is the Vice President, Aviation Services.

ARTICLE 12 HOLIDAYS

Section 1. Legal holidays shall be the legal holidays of the classification Air Traffic Controller, Terminal published by the Department of Labor as the wage determination applicable to the facility where the employee is employed as may be modified from time to time and incorporated into the contract between the Employer and the contracting entity for provision of air traffic control service at the facility where the employee is employed.

Section 2. In the event a holiday falls on a full time or eligible part time employee's regularly scheduled day off, the holiday will be observed on the next calendar day which the employee is scheduled to work, however, holiday pay will be included in the paycheck immediately following the pay period in which the actual holiday fell.

Section 3. The Employer in its discretion will assign employees requesting time off for a holiday or day in lieu of a holiday.

Section 4. An employee who is schedule to work a holiday under the terms of the applicable CBA may request such day off and if the Employer grants the employee's request, the employee will be paid holiday pay only for the holiday not worked and the day will not be counted as a day of vacation against the employee's vacation allotment. An employee who is scheduled to work any non-holiday may request such day off and if the Employer grants the employee's request, the day will be counted as a day of vacation and will be charged against the employee's vacation allotment.

Section 5. Any employee request under this Article 12 must be made in writing at least twenty days (20) days before the monthly watch schedule in which the holiday falls is posted. However, with agreement of the Tower Manager, a shorter time may be approved.

Section 6. Requests shall be decided on a first come first serve basis and in the event of multiple requests on the same day, the time of the request shall control.

Section 7. The Parties understand and agree that any decision to grant or deny any

employee request under this Article 12 is within the unfettered discretion of the Employer. The Parties understand and agree that consistent with its right to direct the workforce, the Employer may, among other reasons, deny any request which would place the Employer in the position of paying overtime to maintain service coverage and the Employer is not required to backfill any shift with a bargaining unit employee and if the Employer decides to backfill any shift, it may backfill any shift with any individual of its own choosing.

ARTICLE 13 VACATION

Section 1. Except as otherwise provided in this Section 1 or this Article 12, vacation shall be as provided in the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
After one (1) year of service	Two (2) weeks
After five (5) years of service	Three (3) weeks
After fifteen (15) years of service	Four (4) weeks

For the single certified bargaining unit at New Haven, vacation is as follows:

<u>Single-Facility Certified Unit</u>	<u>Vacation Schedule</u>
New Haven	Five (5) weeks after twenty (20) years

Section 2. There will be no accrual and carry over of vacation. If circumstances prohibit an employee from taking vacation such as staffing or other operational circumstances), alternate arrangements may be made with the Employer's Corporate office. Alternate arrangements will be considered on a case-by-case basis and always require Corporate approval.

Section 3. Accrued and unused vacation, less deductions, will only be paid on separation of employment and will be paid at the rate at which granted, unless otherwise stated in this Agreement.

Section 4. The Facility Manager and the Facility Representative will cooperate for the purpose of permitting employees to take vacation leave of their choice. Employees must make their reports for vacation leave at least sixty (60) days before the monthly watch schedule is posted otherwise vacation leave will be on a first come first serve basis. In the event of a conflict between vacation leave requests, seniority shall prevail.

Section 5. Vacation must be taken in increments of a full shift unless otherwise agreed to in writing signed by the Employer. Employees requesting to take vacation in increments of a single shift will be charged eight (8) hours of vacation or vacation equal to the length of the entire shift whichever is greater.

Section 6. The Employer agrees to provide three (3) Personal Days for employee personal use each calendar year. Three (3) Personal Days will be added to the employee's leave balance during the first pay period of the calendar year. Personal Days are not carried over from year to year and are not paid on separation. Employees must use their Personal Days by the end of the

calendar year or they are lost. Unused Personal Days may be used in accordance with the procedures which employees use to request vacation under Article 13 of the Agreement. In addition, Personal Days may be used for employee personal emergencies, where the employee provides reasonable notice to management and receives management approval. Management shall endeavor to grant Personal Days requested in emergency circumstances to the extent operationally feasible.

ARTICLE 14 WAGES

The wage rate shall be the wage determination of the classification Air Traffic Controller, Terminal published by the Department of Labor as may be modified from time to time and incorporated into the contract between the Employer and the contracting entity for provision of air traffic control service at the facility where the employee is employed.

ARTICLE 15 HEALTH AND WELFARE

All employees shall be required to participate in the Employer's health and welfare plans, including required participation in the major medical benefit unless the employee meets a qualified exemption defined by the health and welfare plans and if the employee exercises a right to a qualified exemption from the major medical benefit under the health and welfare plan on proof of exemption satisfactory to the carrier any remaining benefit allotment attributable to the employee shall be applied to the pension/retirement benefit under the Employer's health and welfare plan.

ARTICLE 16 VACANCIES

Section 1. Employees desiring to transfer to another facility where PATCO is the exclusive bargaining agent of bargaining unit employees shall submit their request in writing to the Vice President, Aviation Services or the area where the facility is located. The Employer will maintain the request for a period of one (1) year.

Section 2. Employees may telephone or write the Vice President, Aviation Services regarding information of current or pending vacancies.

ARTICLE 17 QUALIFICATIONS

Section 1. All employees must maintain all federal and local requirements to meet Full Performance Level air traffic controller status after the employee has checked out and is certified at the facility where he/she is employed.

Section 2. Every bargaining unit employee must maintain a Class II medical certificate at all times while an employee of the Employer. If the employee loses his/her Class II medical

certificate for any reason, including lapse, the Employer may discharge the employee and the employee shall have no recourse under the grievance and arbitration provisions of the Agreement. Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires. If it is found that the employee has performed air traffic control service without a valid Medical Class II, the Employer may take any appropriate action including discharge and the employee shall have no recourse to the grievance arbitration procedure provision of this Agreement.

Section 3. The Employer shall not be responsible and shall have no liability for discharge of any bargaining unit employee which is directed to the Employer by the contracting authority, including the FAA, or any state, county, municipal or other local contracting authority, or any airport authority. Employees discharged for events described in this Section 3 of this Article 17 shall have no recourse against the Employer under the grievance and arbitration provisions of this Agreement.

ARTICLE 18 NO STRIKE NO LOCKOUT

The Union, its officers, agents, representative, and employees covered by this Agreement agree that during the term of this Agreement or extensions thereof there will be no strike, slow-down, work stoppage, picketing and/or curtailment of or any interference with the operations of the Employer as a result of any dispute or controversy for any reason whatsoever, including without limitation, any secondary strike, boycott or picketing. The Employer agrees that during the term of this Agreement or extensions thereof there will be no lockout. In the event any represented employee should violate the terms or conditions of this Article, the employee shall be subject to the disciplinary provisions of this Agreement including immediate termination.

ARTICLE 19 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 meet to negotiate its impact.

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.

ARTICLE 20 GENERAL PROVISIONS

Section 1. Members of the bargaining unit shall groom and attire themselves in a neat,

clean manner which will not erode public confidence in the professionalism of the air traffic controller work force.

Section 2. Bargaining unit employees will be subject to substance testing in accordance with Department of Transportation (DOT) and Federal Aviation Administration (FAA) regulations as specified in the Midwest/FAA contract or the Employer's contract with the contracting authority applicable to the facility where the employee is employed.

Section 3. The Employer shall maintain one (1) official personnel file for each employee at the Employer's Corporate offices.

Section 4. The Parties recognize that each employee is responsible for ensuring that his/her performance conforms to established standards of Full Performance Level air traffic controllers.

Section 5. Under no conditions will radios, televisions and/or electronic devices be allowed in the tower cab. While assigned to a position of operation, reading materials will be limited to that necessary for the operation of the position. Sexually explicit or implicit material of any type shall not be permitted in the facility. Any violation of this provision will lead to discipline up to and including termination.

Section 6. Employees shall be required to report any activity which compromises their security clearance under SF85P or medical qualifications, violation of law, or any conduct which hampers his/her effectiveness as an employee or affects the public's confidence in the employee and such occurrences shall result in discipline up to and including termination.

Section 7. The Employer will assume no responsibility for personal items brought into the facility or its environs by the employee.

Section 8. Neither the Employer nor the Union will discriminate against any employee or applicant for employment on the basis of race or color, religion or creed, sex including sexual harassment or sexual orientation, age, national origin, ancestry or ethnic group, disability, marital status, political affiliation, veteran's status, union activity or membership or lack of membership in the Union. Employees will not harass or discriminate against any other employee or other person doing business with the Employer or person with whom the employee comes into contact in performance of work for the Employer on the basis of race or color, religion or creed, sex including sexual harassment or sexual orientation, age, national origin, ancestry or ethnic group, disability, marital status, political affiliation, veteran's status, citizenship or intending citizenship status, union activity membership or lack of membership in the Union.

Section 9. The Union and the Employer each acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 10. If any provision of this Agreement is deemed null and void, the remaining provisions of this collective bargaining agreement shall continue in full force and effect.

ARTICLE 21

APPENDIX 1

PATCO is the collective bargaining agent certified by the National Labor Relations Board (NLRB) for bargaining unit employees employed by Midwest Air Traffic Control Service Inc. at the facilities listed on this Appendix 1:

PATCO and Midwest Air Traffic Control Service, Inc. have entered into a Master Agreement covering these facilities. Other facilities in which PATCO is certified by the NLRB shall be covered as provided in Article 2 of this Agreement.

<u>NLRB Case No.</u>	<u>Tower</u>	<u>Certification Date</u>
9-RC-17663	Bolton Tower, 2000 North Road, Columbus, OH	18 Jul 02
8-RC-16404	Burke Lakefront Tower, Cuyahoga County, OH	29 Jul 02
8-RC-16408	Cuyahoga County Tower, Cuyahoga County, OH	29 Jul 02
13-RC-20790	Employer's Facility, 3540 N. McAree Road, Waukegan, IL	23 Aug 02
34-RC-1492	Groton New London Airport, Groton CT	4 Sep 97
5/RC-14409	Hagerstown Regional Airport, Richard A. Henson Field, 18434 Showalter Road, Hagerstown, MD 21742	29 Jan 97
17-RC-12118	Hutchinson Municipal Airport Control Tower, 1100 Airport Road, Hutchinson, KS	23 Sep 02
9-RC-17656	Lunken, Airport, Hamilton County, OH	25 Jun 02
1-RC-22135	Martha's Vineyard	23 Jun 07
18-RC-17010	Minot Tower at Minot International Airport, Minot, ND	7 Aug 02
1-RC22093	Nashua (ASH)	4 Apr 07
Voluntary Recognition from RVA	New Bedford Regional Airport, New Bedford MA	—
7-RC-12141	New Century Air Center, 21 Gardener Drive, New Century, KS	3 Dec 02
5-RC14853	Salisbury Tower, Salisbury, MA	20 Jul 99
14-RC-12366	Southern Illinois Airport, Carbondale Tower	2 Aug 02
30-RC-6456	Timmerman Airport, Milwaukee County, WI	22 Jul 02
17-RC-12121	Topeka-Forbes Field Control Tower, Bldg. 696, Forbes Field, Topeka, KS	7 Oct 02
34-RC-1500	Tweed New Haven Regional Airport, 155 Burr Street, New Haven, CT 06512	1 Oct 97
4-RC-19233	Williamsport Regional Airport, 710 Airport Rd. Suite 204, Mountoursville, Pa 17754	1 Dec 97

EXHIBIT A
Grievance Form

Grievance # _____

Date Submitted: _____

Name of Grievant: _____

The Alleged Violation:

Corrective Action Desired:

I do/do not wish to make an oral presentation (circle one)

Union Representative: _____

Union Representative designated for receipt of papers with street address:

Grievant's Signature

Section 5 Step 1 Response:

For the Employer _____ Date _____

Section 5 Step 2 Appeal:

For the Employee _____ Date _____

Section 5 Step 2 Response:

For the Employer _____ Date _____

Forward to Arbitration:	
For the Employer _____ Date _____	For the Union _____ Date _____

MEMORANDUM OF UNDERSTANDING

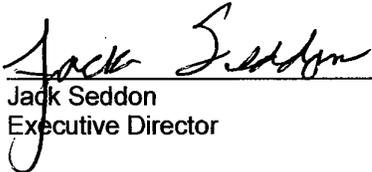
The Parties understand and agree that the Employer will continue to make a good faith effort to seek a reasonable medical insurance plan which permits employees to decline participation.

For the Union,

For the Employer,

 7-11-08
Date
Gerald R. Tusio
National Representative

 7/18/08
Date
Shane Cordes
President and CEO

 7/18/08
Date
Jack Seddon
Executive Director

 7/18/08
Date
Stephen D. Kort,
Counsel to Midwest Air Traffic Control Service,
Inc.

