

MASTER AGREEMENT

BY AND BETWEEN

THE PROFESSIONAL AIR TRAFFIC CONTROLLERS ORGANIZATION INC.

PATCO

AND

MIDWEST AIR TRAFFIC CONTROL SERVICE, INC.

2008

ARTICLE 1

PARTIES TO THE MASTER AGREEMENT

Section 1. This Master Agreement ("Agreement") is made between the Professional Air Traffic Controllers Organization Inc. (hereinafter referred to as "PATCO, Inc." or the "Union") and Midwest Air Traffic Control Service, Inc. (hereinafter "Midwest," "Company" or "Employer"). PATCO, Inc. and Midwest are referred to collectively as "the Parties."

ARTICLE 2

UNION RECOGNITION

Section 1. The Employer hereby recognizes PATCO, Inc. as the exclusive bargaining representative for each certified, single-facility bargaining unit of full time and regular part time air traffic control specialists employed at the air traffic control towers identified at Appendix A of this Master Agreement pursuant to the Section 9(a) of the National Labor Relation Act.

Section 2. If PATCO, Inc. is certified by the National Labor Relation Board as the exclusive bargaining representative for an additional facility or facilities, such facility or facilities shall automatically be covered by this Master Agreement unless in conflict with applicable law.

ARTICLE 3

UNION RIGHTS

Section 1. PATCO, Inc. shall designate one Union facility representative at each facility identified on Appendix A to this Master Agreement to work with the Facility Manager on matters dealing with this Master Agreement. The facility representative may designate an alternate facility representative in his/her absence. The Union shall notify the Employer of this alternate in writing, if feasible.

Section 2. The Employer or designee at the corporate level and the Union or designee at the national level agree to communicate regarding issues by electronic or other means as the Parties may agree to from time to time.

Section 3. PATCO, Inc. shall have protections under the United States Constitution and applicable federal and state law.

Section 4. The facility representative may be allowed up to a maximum of thirty (30) minutes with pay to meet, discuss and brief any and all new bargaining unit employees who are hired by the Employer at the facility.

Section 5. The designated facility representative at each facility where PATCO Inc. is the representative of the employees may, at the discretion of the Employer, be granted vacation leave or leave without pay up to a maximum of one (1) week per year at their option to attend Union meetings provided such leave does not interfere with operations and does not result in any additional expense to Midwest, including without limitation overtime, and such leave must be requested at least sixty (60) days in advance.

Section 6. The Union's national representative shall be permitted to visit air traffic facilities where Midwest is the Employer and the Union is the bargaining representative. Arrangements for visits shall require prior approval and coordination with the Midwest President/CEO or designee, to be normally made at least ten (10) days in advance. During any such visit, the national representative will be accompanied by a representative of the Employer and the visit will take place operations permitting and will normally be limited to two (2) hours per visit.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. Employees shall have protection of the United States Constitution and applicable federal law and law of the state where employed.

Section 2. All employees of the bargaining unit shall have the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, and all employees shall have the right, freely and without fear of penalty or reprisal to refrain from forming, joining or assisting any union and each employee shall be protected in the exercise of these rights.

Section 3. The parties recognize management's right to meet with employoc(s) without union representation and the employoc's right to be represented at any investigatory meeting with management where the employee reasonably believes such meeting may lead to disciplinary action.

Section 4. Discussions under this Article may be accomplished by telephone.

Section 5. An employee's off the job conduct shall not result in disciplinary action, unless such conduct hampers his/her effectiveness to perform the duties as an air traffic controller or affects the public's confidence in the Employer or the air traffic controller work force.

Section 6. The Employer shall not assist a creditor or process server in any manner because of an occasional debt complaint, except as required by law.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Subject to the terms of this agreement, the Union recognizes that the management of the Employer's 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 required by a contractual customer are vested exclusively with the Employer. The Union further recognizes the rights of the Employer to operate its company and to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees.

Section 2. The management rights described in section 1 above include, without limitation, the following rights:

- a. To assign work and determine the personnel by which the company operations will be conducted.
- b. The right to determine the mission, budget, organizational structure, number of employees, and internal security and administrative practices.
- c. The right to full control, planning, management and operation of its business and facility.
- d. The right to determine the scope of its activities and/or services to be offered, developed or eliminated.
- e. The right to determine, increase or decrease staffing for any department.
- f. The right to organize, reorganize, combine or discontinue departments.
- g. To hire, discipline, suspend or discharge, promote, lay off and take actions necessary to maintain the efficiency of the operation.
- h. The right to fill or not fill positions and to make selections among qualified candidates or any other source.
- i. To establish new jobs, abolish and/or change existing jobs, employees and working hours.
- j. The right to contract or subcontract non-bargaining unit work.
- k. The training of employees.
- l. The right to establish quality standards and performance standards, procedures and evaluations.
- m. The right to 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.
- n. The right to determine position qualification, schedules, staffing, shifts and the right to require overtime work of employees.
- o. The right to introduce new or improved procedures, methods, services, machinery, or equipment, to make technological changes or to discontinue procedures, methods, services, machinery or equipment.
- p. The right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof.
- q. The right to enforce any directives, orders or other regulatory requirements imposed on the employer by any regulatory agency so empowered.
- r. The right to determine the number of employees, the assignment of duties thereto and determine the personnel by which the company operations will be conducted.
- s. The right to layoff or RIF employees.
- t. The right to select lead and supervisory personnel and the assignment of their work.
- u. The right to assign supervisory or management personnel bargaining unit work covered by this Agreement.
- v. The right to discipline including oral reprimands, letters of reprimand, suspensions and terminations and to impose discipline at any level.

- w. The right to issue, modify, delete and enforce reasonable rules, regulations, and policies governing employee conduct and Employer operations.
- x. The right to 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.
- y. The right to change the process by which work is carried out and performed, the method of operation, the materials and equipment used in the operation.
- z. The right to determine any and all services, processes and standards required by a contractual customer.

Section 3. The Employer's failure to exercise any such right, prerogative or function hereby reserved to it or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 4. The Employer shall have protection of the United States Constitution, federal laws and the law of the states where it does business.

Section 5. The Employer retains all rights not specifically limited by the terms of this Agreement.

Section 6. The parties understand, acknowledge and agree that the Employer may take any and all action to accomplish its mission during emergencies.

ARTICLE 6 WAGES

Section 1. Wages shall be as provided for in 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 Company and the contracting entity for provision of air traffic control service at the facility where the employee is employed unless otherwise required by applicable law.

ARTICLE 7 HEALTH AND WELFARE

Section 1. Health and Welfare shall be as provided for in 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 Company and the contracting entity for provision of air traffic control service at the facility where the employee is employed unless otherwise required by applicable law.

Section 2. Unless a bargaining unit employee is exempted by the terms of the Company's benefit plan ("Plan"), all employees will be required to participate in the Plan including the major medical benefit.

**ARTICLE 8
VACATION**

Vacation shall be as provided in the following schedule:

Years of Service	Vacation
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

There is no monthly or daily accrual of vacation. In calculating years of service, continuous employment with the predecessor employer at the site where the employee is employed at the time Midwest took over operation of the site will be counted as years of service for purposes of vacation only.

Section 1. Accrued and unused vacation, less deductions, will only be paid on separation of employment or termination of the contract between the Employer and the FAA or other contracting entity, except as otherwise stated in this Agreement.

Section 2. To the extent operationally feasible, employees will have the opportunity to take at least two (2) consecutive weeks of vacation leave during the year by seniority.

Section 3. 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 request for vacation leave at least thirty (30) 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 4. Vacation may be taken by the full hour only. Employees requesting to take vacation in an increment 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. Employees requesting to take vacation in increments of less than a single shift will be charged vacation for the actual vacation hours taken.

Section 5. 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 8 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 9
PAY ADMINISTRATION**

Section 1. Employees will have their wages directly deposited in an account of their choice and will notify the Vice President, Finance in writing and provide all necessary information.

Section 2. Each paycheck will include an earnings statement that includes the following information at a minimum:

- a. Total wages paid for the current period and year to date.
- b. Deductions.
- c. Regular hours worked and the associated wages.
- d. Overtime hours worked and the associated wages.

ARTICLE 10 DUES CHECK-OFF

Section 1. The Employer agrees to deduct Union dues from an employee's wages uniformly and lawfully levied by PATCO Inc., provided that the employee executes the dues withholding form provided by the Union, a copy of which shall be provided to the Employer.

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. Any deduction 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 (1) year. Within one (1) month of receipt of a revocation, PATCO, Inc. will notify the Employer to discontinue withholding of dues from the employee's pay.

Section 5. The Union indemnifies and holds the Employer harmless from any and all claims of wrongful withholding of dues or fair share withholdings.

Section 6. The Employer shall remit the dues money to the Union National Office on a monthly basis, and there shall be no fee charged by the Employer for this service.

ARTICLE 11 VOLUNTARY CHANGES IN SHIFT AND REGULAR DAYS OFF

Section 1. The exchange of shifts and/or days off between equally qualified employees may be authorized by the Facility Manager provided the exchange does not effect operations. All exchanges of shifts must be submitted to the Facility Manager for approval on a form and approval is at the discretion of the Facility Manager.

ARTICLE 12 POSITION DESCRIPTION

Section 1. It is agreed that the primary job function of an air traffic controller consists of duties related to air traffic control and, where applicable, weather observation and reporting, and bargaining unit employees shall be provided a position description.

Section 2. The parties understand that the Employer does not control the air traffic control towers where the employees are employed and bargaining unit employees may be required to perform duties related to the tower which may or may not be directly related to air traffic control.

ARTICLE 13 LAYOFF AND RECALL

Section 1. In the event of an employee lay-off, the Employer shall determine the order of employees to be laid off by reverse Facility Seniority as per Article 23 Seniority of this Agreement.

Section 2. Employees in layoff status shall retain their seniority and recall rights to the facility from which they were laid off, based upon their Facility Seniority and Company Seniority as of the date of their layoff and shall retain recall rights for one hundred twenty (120) days following date of layoff. Employees in layoff status shall be recalled at the discretion of the Company.

Section 3. Eligible employees who are laid off shall be paid all accrued and unused vacation or other pay at the rate of pay at which earned at the termination of recall rights as described in this Article.

Section 4. 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 Article shall be the Vice President, Aviation Services.

ARTICLE 14 IMMUNITY AND INDEMNIFICATION

Section 1. The FAA provides certain insurance against liability under the FAA Contract Tower Program at no cost to the bargaining unit employee. Employees will be subject to the protections of such insurance up to the limits of liability provided therein, including without limitation any and all restrictions on coverage applicable to the air traffic controller, and subject to any and all other conditions and requirements of the policy, including any apportionment of coverage applicable at the time a claim is made. In the event any claim is made, the employee will fully cooperate in the investigation and resolution of any such claim including without limitation, agency and insurance company investigations, and litigation or hearing before any tribunal with authority to hear or decide the claim.

ARTICLE 15 SUBSTANCE TESTING

Section 1. 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 applicable Midwest/FAA contract.

**ARTICLE 16
EMPLOYEE RECERTIFICATION**

Section 1. An employee who is operationally decertified and assigned to a training and/or recertification program in accordance with the Federal Aviation Administration's Orders 3120.4 and 7210.3 shall be given notice detailing the specific reasons for this action. The employee who is subject to training and or recertification shall have the opportunity to review said information and to discuss the reasons for making the determination with the Facility Manager.

**ARTICLE 17
GENERAL PROVISIONS**

Section 1. Cellular telephones and pagers will be permitted in operational areas but shall be set in power off position. Under no conditions will radios, televisions or electronic devices be allowed in the Tower Cab except where required in performance of work and where specifically directed by the Employer.

Section 2. While assigned to a position of operation, reading materials will be limited to that necessary for the operation of the position. No pornographic materials of any type shall be permitted in the facility at any time in any of the certified single-facility bargaining units.

Section 3. Bargaining unit employees are to report unsafe condition of the physical facility to their facility manager.

**ARTICLE 18
TRAINING**

Section 1. The parties recognize that each employee is responsible for ensuring that he/her performance confirms to established standards and that he/she is duly and properly certified by the FAA and checked out at the facility where assigned.

Section 2. In general the first thirty (30) days of employment is the training period and is intended to provide the new employee with the opportunity to become facility-rated. During the training period, the controller in training shall demonstrate the ability to achieve a satisfactory level of performance. Inadequate progress in training may result in separation any time during the 30-day training period.

Section 3. In some cases training may be extended at the recommendation of the Air Traffic Manager with approval of the corporate office.

Section 4. If approved, the Air Traffic Manager shall advise the trainee of the extension, including the length and term of the extension.

**ARTICLE 19
AIR TRAFFIC CONTROL FACILITY EVALUATIONS**

Section 1. The Union understands, recognizes and acknowledges the right of the Federal Aviation Administration ("FAA") to conduct periodic Air Traffic Control Facility evaluations and follow-ups in accordance with the FAA's rules, regulations and procedures.

Section 2. The Union understands, recognizes and acknowledges the right of the Employer to conduct periodic Air Traffic Control Facility evaluations and follow-ups in accordance with the FAA's rules, regulations and procedures.

Section 3. Where practicable the employer shall notify the Union in advance of any scheduled or unscheduled evaluation or follow up evaluation.

Section 4. Bargaining unit employees will participate in internal evaluations of the Company at the facility where employed.

ARTICLE 20 DISCIPLINE

Section 1. An Employee shall not be disciplined except for just cause.

Section 2. Disciplinary actions include oral warnings, written warnings, written reprimands, suspensions, discharge and other removal from service. Discipline is cumulative and may be imposed at any level for just cause.

Section 3. Any notification made to an employee or the facility or other Union representative under this Article shall be accomplished by personal delivery, telephone call or email.

Section 4. On request the Employer will provide the Union with information on which the discipline decision was made.

ARTICLE 21 INFORMAL PROBLEM SOLVING

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g. grievance/arbitration) 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:

- a. When a complaint/problem/concern arises, the employee, Union or Employer may notify the other affected Party of the complaint/problem/concern within four (4) calendar days of the events or discovery of the events giving rise to the complaint/problem/concern and try to resolve the complaint/problem/concern informally by mutual agreement.
- b. The Parties shall try to resolve the complaint/problem/concern by mutual agreement.
- c. Unless otherwise agreed, processes for informal problem solving may include the following:

- i. conference with the aggrieved employee with or without Union representative and facility manager; and
 - ii. conference with the aggrieved employee with or without Union representative, facility manager and the Vice President, Aviation Services or President/CEO; and
 - iii. conference between the parties.
- d. Any agreed to resolution under this Article shall fully resolve the complaint/problem/concern and neither the Union nor the employee may grieve the action under the grievance/arbitration provision of this Agreement provided however that no resolution may contravene the express provisions of this Agreement.
- e. In the event the Parties are unable to resolve the issue within seven (7) calendar days of a conference as described in this Article, the employee, Union or Employer may grieve the issue in accordance with grievance/arbitration provision of this Agreement.

Section 3. Discussions under this Article may be accomplished in person or by telephone or email.

ARTICLE 22 GRIEVANCE PROCEDURE

Section 1. This procedure provides the exclusive procedure available to the Parties and the employees for resolving grievances after the aggrieved employee or Party has exhausted procedures available under Article 21 Informal Problem Solving.

Section 2. Any employee, group of employees or Party may file a grievance under this procedure.

Section 3. A grievance shall be defined as any complaint by a bargaining unit employee or either Party concerning any claimed violation of this Agreement or Employer personnel policies or practices affecting conditions of employment.

Section 4. Employees are entitled, but not required, to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this grievance/arbitration procedure may present grievances with or without the assistance of the Union. 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. Any resolution of a grievance may not contravene the express provision of this Agreement.

Section 5. Grievance Procedure.

- Step 1.** An aggrieved employee or Party shall submit his/her grievance in writing on the Grievance Form, to the Facility Manager and Vice President, Aviation Services, Midwest Air Traffic Control Service, 7285 W. 132nd Street, Suite 340, Overland Park KS, KS 66213 within seven (7) calendar days after exhaustion of resolution under Article 21 Informal Problem Solving. The grievance shall contain the name of the grievant, the Agreement provision allegedly violated, the events giving rise to the claim of violation, the corrective action desired, a description of Informal Problem Solving under Article 21, the name of his/her Union Representative if any, the Union Representative designated for receipt of papers relating to the

grievance if the grievance is being processed by the Union, and whether he/she wishes to make an oral presentation. The grievance shall be hand-delivered to the Facility Manager and by fax, United States mail or email to the Vice President, Aviation Services. For purposes of this Article, the date of the grievance shall be the date of the fax, the postmark on the envelope containing the grievance or the email submitted to the Vice President, Aviation Services. Failure to provide all of the information listed above will result in the grievance being denied. The decision of the Facility Manager shall be delivered to the employee within seven (7) days following receipt of the written grievance.

Step 2. If the Union or individual is not satisfied with the decision rendered in Step 1, the Union or individual may within five (5) calendar days of the date of the decision, advise the Vice President, Aviation Services, Midwest Air Traffic Control Service, Inc., 7285 W. 132nd Street, Suite 340, Overland Park KS, KS 66213 that it wishes the matter be reviewed by the appropriate Employer official or his/her designee. The Union, if proceeding on its own or with the aggrieved individual, shall be notified of the Employer's decision within seven (7) days.

Section 6. Mediation – Step 3. If the grievance is not resolved at Step 2, the Union and the Employer may agree to mediate, using the FMCS services or a mediator agreed to by the Parties. The mediator may recommend a resolution, however, the mediator's recommendation shall not be binding.

Section 7. Arbitration – Step 4.

- a. The Union or Employer may, within ten (10) calendar days of mailing of the Step 2 decision or actual receipt thereof which ever is earlier or within ten (10) days of the Mediation at Step 3, notify the other by certified mail return receipt requested, and if by the Union, addressed to the Employer's President and CEO with a courtesy copy to the Employer's counsel and if by the Employer, addressed to the Union's national office, that it desires the matter be submitted to arbitration using the Federal Mediation and Conciliation Service (FMCS) or an arbitrator mutually agreeable to the parties and the moving party shall be responsible for any administrative fee levied. Unless otherwise agreed, the parties shall within a reasonable time after receipt of the FMCS panel select an arbitrator to hear the case and if by the FMCS panel, by alternately striking names until one (1) remains with the Party or individual who strikes first to be determined by a flip of a coin. Either Party may submit a grievance effecting all employees represented by PATCO, Inc. and if by the Employer to the Union's national office and if the by the Union the Employer's President and CEO with a courtesy copy to the Employer's Counsel, Stephen D. Kort, Carlson Kort, 800 W. 47th Street, Suite 320, Kansas City, MO 64112.
- b. The arbitration shall be heard at a mutually convenient time and at a location determined by the Parties. The grievant shall be permitted time off from work without pay to attend the arbitration and witnesses, operational requirements permitting, shall be provided time off without pay to attend the arbitration. All witnesses must notify the Employer at least two (2) weeks in advance of any request to be off work to attend the arbitration.
- c. The Arbitrator shall submit his/her decision to the Employer and Union within a mutually agreed upon time frame following the close of the record. The decision of the arbitrator is final and binding.
- d. Unless otherwise stated herein, the arbitrator's fees and expenses incurred under this Article shall be borne equally by the parties to the arbitration. If a verbatim

transcript of the hearing is made and either Party desires a copy, the requesting Party will bear the expense of the original and any copies it obtains, including a copy for the arbitrator. If both parties obtain copies of the transcript, the cost of transcript, and the original and one copy to each Party will be borne equally by the parties. No party may record the hearing, whether visual or audio.

- e. he arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other Issue(s).
- f. Questions as to whether or not a grievance is on a subject matter arbitrable under the grievance/arbitration provisions of this Agreement shall be submitted to the arbitrator for decision prior to arbitration on the merits. The arbitrator shall have no authority to add to, subtract or modify any language of this Agreement and the arbitrator shall not have any authority to change any wage rate or benefit provision of this Agreement.

Section 8. Failure to answer any grievance within the time periods specified in this Article or otherwise agreed to by the parties to the grievance will result in the grievance being automatically advanced to the next level. Failure of the aggrieved party to appeal a decision to the next level will result in the Parties accepting the last decision as final and binding.

Section 9. Unless otherwise specified in this Article, discussions under this Article may be accomplished in person or by telephone or email.

ARTICLE 23 SENIORITY

Section 1. Company seniority is defined as the length of continuous service with the Employer commencing from the date of hire and Facility seniority is defined as the continuous length of service at the facility both as an employee of Midwest and of the predecessor contractor(s) at that facility.

Section 2. New employees shall be considered probationary for a period of one hundred (100) days from the date of hire by the Employer. During such probationary period an employee may be terminated or otherwise disciplined 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 of his/her break-in-service. If such employee is later re-employed by the Company, both Company Seniority and Facility Seniority shall date from the first day of work following re-hire. A break in service occurs when the bargaining unit employee:

- a. resigns employment from the Company;
- b. is terminated for any reason;
- c. is on layoff for three (3) months or more;
- d. is absent three (3) days without calling in;
- e. overstays a leave of absence or vacation without notice to the Company; or
- f. is not employed and working for the Company for ninety (90) days unless otherwise agreed to by the Company and the Union in a signed writing.

ARTICLE 24 HOLIDAY PAY

Section 1. Holidays shall be as stated in 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 Company and the contracting entity for provision of air traffic control service at the facility where the employee is employed unless otherwise provided by applicable law.

ARTICLE 25 LEAVE WITHOUT PAY

Section 2. On request an employee may, in the sole discretion of the Employer, be granted leave without pay not to exceed twenty-one (21) days, and such leave request must be made at least sixty (60) days in advance unless an emergency situation.

ARTICLE 26 MEDICAL

Section 1. A Class II medical certificate is required for initial employment pursuant to Federal Aviation Administration rules and regulations and is at the employee's cost. The Employer will pay for subsequent routine annual Class II physical examinations up to a maximum of one hundred fifty (\$150.00) dollars. Class II examinations may only be performed by a certified Aviation Medical Examiner (AME).

Section 2. All medical examinations required by the Employer shall be scheduled on off-duty time. The manager and employee shall coordinate to permit a Class II Medical Examination to be scheduled prior to the last day of the month in which an employee's medical certificate expires.

Section 3. Employees shall not perform air traffic control duties beyond the last day of the month in which their Class II medical certificate expires.

ARTICLE 27 REOPENER CLAUSE

Section 1. In the event any law, regulation or legislation is enacted which affects any provision of this national agreement, the Parties, upon written request by the Union national representative or Midwest at the corporate level, shall reopen discussion of that provision.

Section 2. In the event that any law or legislation renders null and void any provision of this national agreement, the remaining provisions of the national agreement shall continue in effect for the term of the agreement.

Section 3. Any request for negotiations under this section must be made within ninety (90) days of the event upon which the requested reopener is based.

ARTICLE 28 CRITICAL INCIDENT STRESS DEBRIEFING (CISD)

Section 1. Upon request, an employee involved in or witnessing an aircraft accident shall be relieved from operational duties as soon as feasible.

ARTICLE 29 OPERATIONAL ERROR/DEVIATION

Section 1. Employees believed to be involved in an operational error/deviation (OE/OD) shall be relieved from position as soon as operationally possible when the occurrence of an operational error/deviation is known or suspected.

ARTICLE 30 OFFICIAL PERSONNEL FILE

Section 1. There shall be one official personnel file maintained for each employee.

Section 2. Upon written request to the corporate office Vice President, Aviation Services, an employee may review his/her personnel file at the employee's expense. The employee may not remove any item from any personnel file including his/her own personnel file.

Section 3. 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.

Section 4. As a general guide, a two-year time frame should be used in determining freshness.

ARTICLE 31 PERSONAL APPEARANCE

Section 1. All employees shall maintain a neat, clean, business like appearance while on duty that does not erode the public confidence of the air traffic control workforce. Faded, tattered, dirty, soiled, or stained clothing will not be permitted. When wearing shorts, they should be the Dockers' style or long shorts to the knee. Shorts including without limitation cut-offs, biking type, ragged or torn shorts and running shorts are not permitted.

Section 2. Shirts must be worn at all times and must look professional at all times. Underwear type T-shirts, shirts containing logo's that are demeaning, discriminatory or in violation of policy, i.e. shirts promoting alcohol or drug usage, are not permitted. Sleeveless or collarless shirts are not permitted. Sundresses are not permitted.

ARTICLE 32 OVERTIME

Section 1. Employee shall be paid for overtime worked at one and one-half (1½) times their base-hourly rate.

**ARTICLE 33
SIGNING OF NATIONAL AGREEMENT BONUS**

Section 1. Upon the signing of this national agreement by the parties, the employer hereby agrees to pay to each of the employees of this initial collective bargaining agreement, a one time, lump sum amount of Three Hundred Dollars (\$300.00).

**ARTICLE 34
UNION PUBLICATIONS AND USE OF EMPLOYER'S FACILITIES**

Section 1. The Employer where feasible will provide necessary space at the facility where bargaining unit employees are employed, in a non-work area, for a Union furnished bulletin board for the posting of Union materials.

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 and during non-working time of any employee participating in the Union business. 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-working areas during non-working times.

**ARTICLE 35
RETIREMENT PROGRAM**

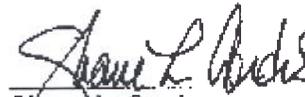
Section 1. The Employer will continue to provide an IRS 401 (k) account for all bargaining unit employees. Employees shall be eligible to participate in the Employer 401 (k) from the first day of employment.

**ARTICLE 36
DURATION**

Section 1. This Agreement is subject to the approval of the Professional Air Traffic Controllers Organization, Inc. and the Company President/CEO. This Agreement shall remain in effect for forty (40) months from the date of ratification, and shall renew automatically, unless either Party gives written notice to the other of its intent to amend or terminate this Master Agreement. The written notice must be given not more than ninety (90) calendar days or less than sixty (60) calendar days preceding the expiration date of this agreement.



Ron Taylor, President
The Professional Air Traffic Controllers
Organization Inc. 4/28/08
Date



Shane L. Cordes
President and CEO
Midwest Air Traffic Control Service, Inc. 4/28/08
Date

**APPENDIX A
LIST OF BARGAINING UNITS**

PATCO, Inc. is the collective bargaining agent certified by the National Labor Relations Board for bargaining unit employees of the single certified bargaining units at:

Gary, IN (GYG)
Oxford, CT (OXC)
Waukesha, WI (UES)
West Trenton, NJ (TTN)

APPENDIX B
CERTIFIED, SINGLE-FACILITY BARGAINING UNITS

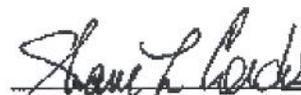
The Parties understand and agree that the following decisions of the National Labor Relations Board, incorporated into this Master Agreement, establish that each certified single-facility bargaining unit is a certified single-facility bargaining unit and any and all certified, single-facility bargaining units shall remain and continue as certified single-facility bargaining units unless modified by the parties in a signed writing specifically stating that one or more of the certified single-facility bargaining units are merged into and shall become part of another bargaining unit:

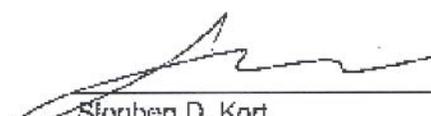
- a. In the case captioned, *Midwest Air Traffic Control Service Inc. and David E. Hodge and Professional Air Traffic Controllers Association, FPD, NUHHCE, AFSCME, AFL-CIO*, case no. 5-RD-1421:
 - i. Decision and Direction of Election (7/2/07); and
 - ii. Order (7/25/07).
- b. in the case captioned, *Midwest Air Traffic Control Service Inc. and Michael Witsaman and Franklin Anthony Lewis and Greg Fowler and Professional Air Traffic Controllers Organization, Inc. (PATCO), and Professional Air Traffic Controllers Organization, FPD, NUHHCE, AFSCME, AFL-CIO*, in case nos 7-RD-3576, 9-RD 2147, 13-RD 2568, 13-RC-21643, 22-RC-12816, 30-RC-6888, 30-RC-6692:
 - i. Decision and Direction of Elections (8/13/07); and
 - ii. Order (9/5/07). (30-RC-6692 reopened 9/26/07).

MEMORANDUM OF AGREEMENT

The parties recognize that efforts are underway to seek pay parity with flight service wage determinations. The parties further agree to confer on or before December 31, 2009 to determine the status of that effort and if necessary reopen wage negotiations.

 4/28/08
Date
Ron Taylor, President
The Professional Air Traffic Controllers
Organization Inc.

 4/28/08
Date
Shane L. Cordes
President and CEO
Midwest Air Traffic Control Service, Inc.

 4/28/08
Date
Stephen D. Kort
General Counsel
Midwest Air Traffic Control Service, Inc.