

**AGREEMENT**

**BETWEEN**

**S.A.W LLC**

**AND**

**PROFESSIONAL AIR TRAFFIC CONTROLLERS ORGANIZATION  
PATCO**

**AFFILIATED WITH FPD, NUHCE, AFSCME, AFL-CIO**

**Billings, Montana**

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This Agreement is made and entered into by and between S.A.W. LLC, hereinafter referred to as the "Employer" and Professional Air Traffic Controllers Organization, hereinafter referred to as the "Union," for the employees at the Billings, Montana Weather Facility.

## **PREAMBLE**

THE Employer and the Union agree to cooperate with one another in efforts to assure a harmonious and productive relationship, to serve the needs of the community and the public and to meet the highest standards of service. The Employer and the Union and the employees agree to act at all times in such a manner as to assure fair, just, and equitable treatment for labor and management. Because to these commitments and understandings, the Employer and the Union do make this Agreement.

## **ARTICLE 1. RECOGNITION**

Section 1. Recognition. The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and all other conditions of employment for all employees in the bargaining unit described in Section 2 of this article.

Section 2. Definition of the Unit. For the purpose of this Agreement, the term "employee" shall mean all employees who take weather observations employed by the Employer.

Section 3. Part-Time and relief Employees. Part-time and relief employees shall be entitled to all benefits provided for in this Agreement. Relief employees are employees who fill in when needed and work at least one full shift per month.

## **ARTICLE 2. UNION RIGHTS AND DUTIES**

Section 1. Union Stewards. The Employer recognizes the right of the Union to designate a reasonable number of union stewards. Upon appointment by the Union, the Employer will be notified in writing of their names and the shifts on which they will function. Written notification will be furnished by the Union to the Employer of any changes and the names of any replacements.

Section 2. Steward Activity. Steward activity and union business may not be conducted at the weather station unless the nature of the business is covered under Section 4.

Section 3. Bulletin Board. The Employer shall provide space on existing bulletin boards or posting areas for use by the Union. The posting area must be in a location where employees have regular access.

Section 4. Union Visitation. Union representatives shall have the right to visit Employer premises and work sites during working hours to settle or investigate grievances or for any purpose essential to the observation and obligations of the Agreement. The Union shall notify the employer's designated representative when on the premises of the Company's offices.

Section 5. Union Insignia. Union members shall have the right to wear buttons, patches, or pins during working hours without discrimination or harassment.

Section 6. Protected Activity. The Employer agrees that no employee shall be discriminated against in any way because of their membership in or legal and appropriate activities on behalf of the Union.

Section 7. Contract Notification. New employees, as part of orientation, shall be given access to a copy of the Agreement between the Employer and the Union. A copy of the Agreement may be posted in the station. If there is an explanation of the Agreement, a Union steward shall provide the explanation of the Agreement with the employer.

### **ARTICLE 3. MANAGEMENT RIGHTS**

Section 1. Unless specifically and expressly modified by this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of his business whether exercised or not, including but not limited to its rights to select and direct the work force in accordance with requirements determined by management, to schedule employees, to promote, layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons, to make and enforce reasonable work rules, to suspend or discharge or otherwise discipline employees, provided that any such actions shall be subject to the grievance procedure of this Agreement, and take such other measures as the Employer may determine to be necessary to the orderly, efficient, and economical operations of its business.

Section 2. The parties agree specifically that the Senior Observer has unique management responsibilities and that the performance of that position is crucial to the efficient operation of the weather site.

Section 3. The Company reserves the right for any partner or partners of the Company to work at this location.

## **ARTICLE 4. UNION SECURITY**

Section 1. Union Security. It shall be a condition of employment that all employees of the Employer covered by this Agreement after the thirtieth (30<sup>th</sup>) day of their employment become and remain members in good standing of the Union. Dues deductions from non-members of the bargaining unit will be determined by Federal and State Labor Law.

Section 2. Dues Deductions. After receiving an employee's signed authorization form, the Employer shall deduct from the employee's pay each payroll period the regular membership dues, as fixed by the Union. The amount of the regular membership dues for the employees shall be certified in writing by the Union.

Section 3. Dues Remittance. The Employer shall send the amounts deducted for monthly dues, in addition to the names of the employees involved, by not later than the twentieth (20<sup>th</sup>) day of the next month.

Section 4. Employee Information. The Employer shall provide the Union with a roster of all employees their addresses, job classification, and seniority dates on an annual basis.

Section 5. Hours Information. The Employer agrees to furnish data regarding hours worked by individual employees upon request by the Union and such other information as may be necessary to determine proper deductions for these purposes, scheduling, benefit calculations and related matters.

## **ARTICLE 5. DIGNITY AND RESPECT**

Section 1. Dignity and Respect. The Employer shall treat all employees with dignity and respect at all times.

Section 2. No Discrimination. There shall be no discrimination which violates any local, state, or federal law, including, but not limited to, discrimination based on race, color, creed, sex, pregnancy, sexual orientation, national origin, religion, age, or handicap.

Section 3. Newsletter. The Union shall promptly furnish the Employer a copy of its newsletter.

## **ARTICLE 6. HEALTH AND SAFETY**

Section 1. General. The Employer shall comply with all applicable federal, state, and local guidelines and regulations for health and safety for employees and working conditions.

## **ARTICLE 7. HOURS AND SCHEDULING**

Section 1. Standard Workweek. The standard workweek shall be defined as a period of 168 hours during seven (7) consecutive 24-hour periods

Section 2. Overtime. Time and one-half (1 ½) of the employee's regular straight time hourly rate of pay will be paid for all overtime hours worked by any hourly employee in excess of forty hours during any work week. There shall be mandatory overtime only in emergency situations. In the event that overtime is required, the Employer may elect to have the Supervisory Weather Observer work the overtime at the Employer's discretion. Any remaining overtime shall be worked by employees classified as Weather Observers. When this occurs the Employer shall seek volunteers from those employees classified as Weather Observers starting with the most senior weather observer. If all weather observers decline the overtime, the least senior weather observer may be required to work the remaining overtime.

Section 3. Schedule. The Employer shall have the work schedule posted in each workplace in advance of each payroll period.

Section 4. Reduction in Hours. Any involuntary reduction in hours shall be made in accordance with the layoff procedures of this Agreement.

Section 5. Hours Worked. For purposes of overtime and all other calculations, hours worked shall include time spent in training after employment has begun, mandatory meetings, and similar situations.

Section 6. Fair Labor Standards Act. The FLSA shall apply to all hours worked by all employees.

## **ARTICLE 8. SENIORITY & JOB SECURITY**

Section 1. Definition. Seniority shall be defined as the length of an employee's whole span of continuous service with the present Company and/or with its predecessor contractors in the performance of similar work. The Company agrees that the principle of seniority shall prevail for scheduled hours and shift assignments per job classification, overtime distribution, vacation selection, layoffs, recall and for all other purposes as may be specified through this Agreement. The Senior Observer's schedule shall always be the exception to seniority.

Section 2. Loss of Seniority and Anniversary Date. An employee's Seniority and Anniversary Date shall be terminated when an employee:

- a) Quits.
- b) Is discharged for just cause.
- c) Fails to report for work after layoff within one week after receipt of a certified notice to return to work.
- d) Is on layoff for over one year.
- e) Overstays a leave of absence or vacation without notice to the Employer.
- f) Transfers to a job outside of this station.

### Section 3. Layoff Provisions.

**Part A. Layoff Avoidance.** The Employer and the Union agree that all practicable steps shall be taken to avoid layoff of existing employees and job classifications, including, but not limited to, advance notification, altering shifts and hours, sharing shifts and hours, and other means that the parties may determine.

**Part B. Notice of Layoff.** In the event there is not enough work the Employer shall inform the Union and the bargaining unit employees as soon as practicable, and at least two weeks in advance, pending notification by NWS or FAA.

**Part C. Preference.** When a layoff or hours cutback or similar avoidance measures are necessary, the least senior part-time weather observer shall be laid off first.

**Part D. Automation.** Should notice from the federal government be received scheduling the station for potential automation, the Employer and the Union shall meet to negotiate a severance package for affected employees effective at the time that automation is to be implemented. The severance package which is awarded to the Company shall be paid in full to the affected employees.

## **ARTICLE 9. DISCHARGE AND DISCIPLINE**

Section 1. Just Cause. No employee may be discharged or disciplined in any manner without just cause.

Section 2. Conference. Before any employee is called for a conference or investigatory meeting for the purpose of investigating the possibility of imposing discipline, suspension, or warning, the employee shall have present a Union Steward, if they have requested one to be present. Such a conference may be conducted by telephone.

Section 3. Personnel Files. Employees shall have the right to inspect their personnel files at reasonable times. For personnel files kept in the headquarters office, the employee should make a request in writing for the information to be viewed. The Employer shall have a two (2) week period in order to duplicate and forward this material to the employee. The employee shall be notified of any notices or information regarding disciplinary action or job performance placed in their file, and the employee shall be permitted to write a letter or response that shall also be placed in the file. Information of a complimentary nature regarding any employee shall also be placed in their personnel file.

Section 4. Timely Write-Ups. Written disciplinary notices given to employees shall be issued within seven (7) calendar days of the occurrence of the incident or of knowledge of the incident. Such time limits may be extended if additional material to evaluate any disciplinary action is still outstanding past the seven (7) day time period.

Section 5. Cleaning the Files. Disciplinary notices or warning notices shall remain in an employee's file. If no additional notices are received in that matter for six (6) consecutive months, these notices shall have no effect with the exception of disciplinary action regarding unauthorized overtime.

Section 6. Polygraph Tests. Employees shall not be required to take polygraph tests, except as permitted by the Employee Polygraph Protection Act.

Section 7. Substance Tests. Employees may be subject to random tests to determine alcohol or drug abuse as a condition of initial and continuing employment and where and when as considered necessary by the Employer to ensure a drug and alcohol free work place. These tests shall not be intrusive.

Section 8. Non-Competition. The Employer recognizes an employee's right to engage in, or be employed by, a competing business. However, the Employer reserves its right to terminate the employment of an employee who is engaged in or employed by a competing business without the express written consent of the Employer.

## **ARTICLE 10. SETTLING DISPUTES AND GRIEVANCES**

Section 1. Right to File. When an employee, or group of employees, or the Union, feel they have been unfairly or improperly treated in violation of the Agreement, they shall have the right to file grievances without fear of intimidation, coercion, or reprisals.

Section 2. Timely Filing. The grievance must be filed within seven (7) calendar days of the occurrence of the incident or knowledge of the grievance. Grievances not presented within this time period will not be considered, unless this requirement is waived by written agreement of both the Employer and the Union.

Section 3. Steps of the Grievance Procedure. Disputes between employees, the Union and the Employer relating to this Agreement, policies, or procedures shall be settled in the manner described below.

Step 1. Informal Discussion. The grievance shall be discussed by the aggrieved employee and his/her immediate supervisor, usually the Supervisory Weather Observer. The employee has the right to have his/her Union Steward present at the informal discussion. The meeting shall be held at a time mutually convenient to both parties, and shall be held within five (5) calendar days of the request. The Supervisory Weather Observer shall render a decision to the employee as soon as possible, and no later than seven (7) calendar days after the meeting. Every reasonable effort shall be made to resolve the grievance at this step. Such discussion may occur telephonically or at the station depending on the situation of the grievance and the ability to find resolution.

Step 2. Written Grievance and Formal Conference. If the grievance is not satisfactorily settled in Step 1, the aggrieved employee may within five (5) calendar days submit his/her grievance in writing to the Employer's Regional Manager. A formal conference on the grievance shall be held within five (5) calendar days between the employee, the Union Steward, and/or Union Representative and the Regional Manager. The conference may be held telephonically. The Regional Manager shall render a decision in writing to the employee within five (5) working days after the formal conference.

Step 3. Grievance Appeal. If the grievance is still not satisfactorily resolved, the employee may present his/her written grievance to the Employer's President within five (5) working days after receipt of the decision in Step 2. The Employer's President shall then discuss the grievance with the employee and the employee's Steward and/or Union Representative within five (5) working days from receipt of the appeal. This meeting may be held telephonically. The President shall render a written decision to the employee within ten (10) calendar days after the conference.

Step 4. Time Bar. If the Employer does not respond to a grievance within the time frame as described, the remedy requested by the grievant shall be granted. If the employee and the Union do not proceed within the time frames described, the grievance shall be considered resolved. By mutual consent both parties can waive time limits for process or decision.

Step 5. Appeal to Arbitration. Within ten (10) days of the answer in Step 3, either party may submit unresolved grievances to arbitration. The filing party shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel of arbitrators, the parties shall alternately strike names with the remaining individual being the chosen arbitrator.

Step 6. Arbitration Binding. The arbitrator's decision shall be final and binding on all parties.

Step 7. Arbitration Costs. The fees and expenses of the arbitrator and the arbitration room shall be divided equally between the Employer and the Union. Each party shall bear its own expense in presenting its case to the arbitrator. The minutes of any arbitration case may be recorded by tape recorder or by a qualified reporter, if either party so requests. The party requesting the minutes be recorded shall pay the cost of the recording or of said reporter. If either party desires a copy of the minutes so recorded, he/she shall purchase it at his/her own expense.

## **ARTICLE 11. PROBATION**

Section 1. Definition. Any person newly employed shall be so employed up to ninety (90) consecutive calendar days on a probationary period, during which he/she may be discharged by the Employer without further recourse and neither he/she nor the Union shall have the right to use the grievance procedure provided herein until such time that the employee completes her/her probationary period. After ninety (90) days, the employee shall be placed on the regular seniority list.

Section 2. Credits Upon Completion. An employee who completes his/her probation immediately enjoys all rights and benefits of this Agreement, and receives seniority and other credits from the original date of hire with the Employer and/or its predecessor.

## **ARTICLE 12. PAY DAY**

Section 1. Date and Time. The Employer shall mail paychecks on the 12<sup>th</sup> and 27<sup>th</sup> day of the month. If the 12 or 27<sup>th</sup> day of the month falls on a Sunday or holiday, the Employer shall make every practical effort to assure checks are received within a reasonable time.

Section 2. Vacation Checks. The checks will be mailed under the normal procedures, and shall not be held until an employee returns from vacation.

Section 3. Direct Pay. The Employer and the Union shall jointly investigate the practicality of direct wire transfer payment from the Employer to the employee pay accounts in order to alleviate mailing and handling checks, and implement such a system if the parties determine it preferable.

## **ARTICLE 13. LEAVES OF ABSENCE**

Section 1. Personal Leave. An unpaid personal leave of absence may be granted for a period not exceeding ninety (90) days, upon the approval of the Employer.

Section 2. Medical Leave. Medical Leave shall be administered in accordance with the Family Medical Leave Act or other applicable law.

Section 3. On-the-Job Injury. Unpaid leave shall be granted for on-the-job injuries for the duration of the injury until doctor's release to return to duty. Seniority shall be maintained for the full extent of the leave.

Section 4. Return from Leave Status. Employee shall return to their previous job classification and shift upon return from approved leave.

Section 5. Military Duty. The Employer shall comply with all federal laws governing the active military duty status of any of its employees. The Employer shall comply with all applicable laws regarding leaves of absence and reinstatement for employees called to active military status.

## **ARTICLE 14. FUNERAL LEAVE**

Section 1. Leave. In cases of death in the immediate family of a permanent employee, unpaid leave of absence of up to three (3) days shall be granted. If an employee needs more time to attend to funeral related business, the employee may be granted an unpaid leave of an additional period upon request to the Employer.

Section 2. Immediate Family. The immediate family shall be defined as his/her spouse, father, mother, grandfather, grandmother, children, grandchildren, sister, brother, uncle, or aunt.

## **ARTICLE 15. JURY DUTY**

Section 1. Jury Duty Leave. The Employer agrees to grant unpaid leave for the periods of time when an employee is called to serve on a jury, if there is not a conflict with the work schedule. Leave shall also be granted when an employee is called to court as a witness or in other regard. Compensation that may be paid by the court shall be retained by the employee as an offset against lost wages.

## **ARTICLE 16. HEALTH AND WELFARE**

Section 1. Hourly Benefit. The Company shall pay an hourly health and welfare fringe benefit to all employees in the bargaining unit. The hourly benefit and effective dates are contained in Appendix A of this Agreement. For all employees, the benefit shall be paid on all hours, including paid vacations and holidays up to a maximum of 2080 hours per year.

## **ARTICLE 17. NO STRIKE**

Section 1. No Strike/No Lockout. The Employer and the Union agree that there shall neither be a strike nor a lockout during the term of this Agreement over any matter submitted to arbitration.

Section 2. Eligibility. All regular part-time and full-time permanent employees shall be paid at their regular straight-time shift rate for each holiday listed in Section 1. The amount of holiday pay shall be based upon the pro-rated formula (.2 x hours worked) for the work week prior to the week in which the holiday occurs.

## **ARTICLE 20. VACATION**

Section 1. Vacation Eligibility. Employees shall become eligible for two (2) weeks of paid vacation time after one (1) year of continued employment with the Company and its predecessors or successors; three (3) weeks of paid vacation after five (5) years of service and four (4) weeks of paid vacation after fifteen (15) years of service. Part-time employees will accumulate paid vacation time on a pro rata basis of hours worked in the anniversary year..

Section 2. Vacation Schedule. Employees may take vacation at any time during the contract year, subject to the approval of the Employer. In the event that more employees request vacation for the same period of time than can be released, the most senior employees shall be given first priority on the dates. Vacations may not be scheduled for periods of less than one week at a time, unless specifically approved by the Employer.

Section 3. Vacation Compensation. Compensation for vacation time shall be computed at the straight-time rate for employees' regularly scheduled hours in their anniversary year. If the schedule changes during the anniversary year, the compensation would be calculated on the average number of hours worked per week during the anniversary year. All vacation hours earned under the accrual formula are earned and payable only after an employee reaches their anniversary date. Vacation hours are pro-rated by the formula of the number of weeks eligible divided by 52 times the hours worked in the anniversary year.

Section 4. Selling Back. When eligible for vacation, the Employer and the Union agree that an employee may be able to sell back vacation days to the Employer, but may not be able to do so for more than forty (40) hours in a pay period. Only one employee may elect to use this procedure during any one pay period. Other than the aforementioned guidelines, the employee shall be able to sell back vacation days at his/her convenience once accumulated.

**ARTICLE 18. WAGES AND FRINGE**

Section 1. Wage Scales. All employees shall receive the following:

*Weather Observers*

<u>Category</u>	<u>Current</u>	<u>Effective 10/01/04</u>
Wage/Hour	\$16.02	\$16.54
Health & Welfare	2.36	2.36

*Senior Weather Observer*

Wage/Hour	\$17.80	\$18.40
Health & Welfare	2.36	2.36

Section 2. Sunday Shift Differential. All full time employees working on Sunday shall receive an additional premium shift differential for such hours worked in the amount of twenty-five percent (25%) of their regular hourly wage.

Section 3. Night Shift Differential. All employees working on the night shift between the hours of 6:00 PM and 6:00 AM shall receive an additional premium shift differential for such hours worked in the amount of ten percent (10%) of their regular hourly wage.

Section 4. No Pyramiding. There shall be no pyramiding of benefits, but the employee shall enjoy the most favorable calculation for which they are eligible for their work. Where overtime is applicable on hours for which a differential is paid, there shall be no pyramiding of benefits.

**ARTICLE 19. HOLIDAYS**

Section 1. Holidays. The following eleven (10) holidays shall be recognized.

- New Year's Day*
- Martin Luther King, Jr.'s Birthday*
- President's Day*
- Memorial Day*
- Independence Day*
- Labor Day*
- Columbus Day*
- Veteran's Day*
- Thanksgiving Day*
- Christmas Day*

Section 5. Single Day Vacation. With Employer approval and advance notice of no less than one week, an employee may take as little as one day of allowed vacation time paid.

**ARTICLE 21. NO SUBCONTRACTING**

Section 1. Subcontracting. The Employer will not subcontract work regularly done by bargaining unit members. No employee will be required to act as a subcontractor.

**ARTICLE 22. SEPARABILITY, ENTIRE AGREEMENT AND NON-DISCLOSURE**

Section 1. Separability. In the event that any of the provisions of this Agreement shall be held in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement and such offending provision or provisions shall immediately be suspended.

Section 2. Entire Agreement. This Agreement supersedes all prior agreements, understandings, whether written or oral, and represents the full and entire agreement of the parties.

Section 3. Non-Disclosure. The Union shall not disclose this Agreement or its terms to any other employer, firm, or business of any type without the express written consent of the Employer, except for information contained in an approved wage determination.

**ARTICLE 23. DURATION**

Section 1. Duration. This Agreement shall be in full force and effect from the date of signing until December 31, 2005. This Agreement shall automatically renew itself from year to year thereafter unless either party gives notice to renegotiate to the other party at least 120 days prior to the expiration of renewal date.

Dated this 1<sup>st</sup> day of March, 2004

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