

Master
COLLECTIVE BARGAINING AGREEMENT

Between

Professional Air Traffic Controllers Organization, Inc.
(PATCO, Inc.)

And

ROBINSON Aviation, (RVA),Inc. /Subcontractor(s)

January 1, 2009

Revised 2/9/09

PATCO INC/RVA/SUBCONTRACTOR COLLECTIVE BARGAINING
AGREEMENT

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**ARTICLE 1
PARTIES TO THE AGREEMENT**

Section 1. This Master Agreement is made between the Professional Air Traffic Controllers Organization, Inc, (hereinafter referred to as PATCO Inc. or the Union) and Robinson Aviation Inc., (RVA) and any subcontractors including CI 2 Aviation, Inc. (hereinafter referred to as the Employer). PATCO Inc. and the Employer are herein referred to collectively as “the Parties”.

**ARTICLE 2
UNION RECOGNITION RIGHTS**

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 specialist employed at the air traffic control towers identified in Appendix I of this Master Agreement pursuant to the Section 9(a) of the National Labor Relation Act. If PATCO, Inc is certified 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.

Section 2. PATCO Inc shall designate one principal Union facility representative at each facility. The name of the facility representative shall be submitted in writing to the ATM. The ATM shall be notified in writing within 10 days of any changes in the facility representative. In addition, the right of this principal facility representative to assign in writing a designee in his absence will be accepted by the Employer. The employer hereby recognizes and agrees to work with the PATCO facility representative on matters contained in this agreement.

Section 3. The PATCO Designated Facility Representative, staffing permitting, may be allowed up to thirty (30) minutes in the facility for orientation of new facility employees to explain the role and responsibilities of the Union. Management may schedule this time as part of the new employee’s processing into the facility.

Section 4. PATCO shall retain and be guaranteed all rights as per the United States Constitution, State or Commonwealth and any and all Federal Laws that are applicable.

Section 5. The Employer and or designees at the corporate level in the spirit of cooperation, hereby agree to meet with PATCO Inc national officers and or designees at mutually agreeable times and locations.

Section 6. Upon advance notification to the Air Traffic Manager, subject to imposed security restrictions, the Union National President will be permitted to visit facilities where PATCO Inc is the exclusive representative of the controller personnel.

**ARTICLE 3
EMPLOYER RIGHTS**

Section 1. The Parties recognize that the management of the Company, the control and regulation of the use of all business equipment and property, the direction of the workforce, the formulation and enforcement of rules related to the conduct of the business, and the determination of all services, processes and standards required by a contractual customer are vested exclusively with the Company. The Union further recognizes the rights of the Employer to operate its company and to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees.

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

- (1) The ability to determine the mission, budget, organizational structure, number of employees, and internal security and administrative practices.
- (2) To hire, discipline, suspend or discharge, promote, lay off and take actions necessary to maintain the efficiency of the operation.
- (3) To assign work and determine the personnel by which the company operations will be conducted;
- (4) With respect to filling positions, to make selections among qualified candidates, or any other source;
- (5) To take whatever actions may be necessary to carry out the company mission.
- (6) To determine the basic watch schedule, shift assignments, changes and/or adjustments in any schedule, to fill or not fill any shift and as needed assign employees on a temporary basis;
- (7) To determine any and all services, processes and standards required by a contractual customer;
- (8) To determine the number of employees it shall employ, establish new jobs, abolish and/or change existing jobs, employees and working hours.

**ARTICLE 4
EMPLOYEE RIGHTS**

Section 1. Employees shall have the protection of all rights as guaranteed by the United States Constitution, State or Commonwealth and any or all Federal Laws.

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 each employee shall be protected in the exercise of this right.

Section 3. In any investigation of an administrative nature conducted by the Employer the employee who is the subject of said investigation shall have the right to a Union representative if available

while being questioned. If the union representative is unable to be physically present during such meetings, listening via teleconferencing may be permitted if the employee so desires.

Section 4. 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 air traffic control profession, the FAA or the Employer and/or other customers of the Employer.

Section 5. No employee shall have disciplinary action taken against them because of an occasional debt complaint, and the Employer shall not assist the creditor in collecting the debt without a court order so stating or as otherwise required by law.

Section 6. Facility non-work areas are defined as an area which is not an operational air traffic control position or in proximity to distract from the personnel or functions of an air traffic control position and are so designated by the Manager; but shall never be at or near a position or associate position of operation. The Manager may permit limited use of personal property such as radios, televisions, electronic devices, magazines and publications in non-work areas designated by the Facility Manager for use at non-work times. Under no conditions will televisions be allowed in the tower cab. Personal cellular telephones, pagers or other communications devices shall be powered off while in the tower cab and other operational areas. While assigned to a position of operation, personnel are prohibited from reading/observing any material except for operational information that is necessary for the operation of the position. In no case is pornographic material; written, visual or audible, allowed in any area of the facility. Personnel use of operational equipment including operational or administrative computers is prohibited. If it is found that an employee has violated the provisions of this Section 6 of Article 4, the employer may take any appropriate action including discharge and the employee shall have no recourse through the grievance and arbitration provisions of this agreement.

Section 7. The employer shall not be held responsible where removal from service or termination of a bargaining unit employee is a result of action for just cause required by the FAA or the entity with which the Employer contracts for the provision of air traffic control services where the union is the exclusive bargaining agent of the employees. The parties recognize that the decision of removal or termination for just cause is within the discretion of the FAA or other contracting entity.

ARTICLE 5 UNION REPRESENTATION

Section 1. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the employee shall be notified of the subject matter in advance.

Section 2. If requested by the employee under section 1, teleconferencing shall be allowed if the Union is unable to be physically present at any such meetings.

ARTICLE 6
DISPUTE SETTLEMENT PROCEDURES

Section 1. A grievance is defined as a complaint by a unit employee or the Union concerning a claimed violation of this Agreement.

This procedure does not cover any other matters for which statutory appeals procedures exist. Any employee, group of employees, or the Union may file a grievance under this procedure. The Parties shall cooperate to resolve grievances at the earliest possible time and at the lowest possible supervisory level. The right of individual presentation does not include the right of taking any matter to arbitration unless the Union agrees to do so.

Employees shall have the right to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this agreement may present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the agreement and the Union has been given an opportunity to be present and given a copy of the grievance at the adjustment.

Section 2. Grievances filed by an Employee/s at the facility level.

Step 1. An aggrieved employee or the Union shall submit a grievance, in writing, to the Facility Manager within ten (10) days of the event giving rise to the grievance or within ten days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on the standard grievance form and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of the Union Representative and whether the employee wishes to make an oral presentation. Failure to provide all of the information listed above will result in the grievance being returned for completion. The time limit will continue to run during the period the grievance is returned. If requested, the Facility Manager shall, prior to making a decision, afford the employee and/or the Union Representative an opportunity to present the grievance orally. The employee and his Union representative shall be given a reasonable amount of official time to present the grievance if they are otherwise in a duty status. The Facility Manager shall deliver the decision to the employee or the Union Representative as appropriate within twenty (20) days following receipt of the written grievance or within twenty (20) days following the presentation, whichever is later. The decision shall be delivered either by mail, return receipt requested, or personally delivered.

Step 2. If the employee and/or the Union is not satisfied with the decision rendered in Step 1, the Union may within ten (10) days following receipt of the decision, advise the appropriate Area Manager that it wishes the matter to be reviewed. Review request to the Area Manager shall be submitted by the Employee or Union, in writing, and shall include copies of the original written grievance and the decision of the Manager. The Union will be notified, within fifteen (15) days of the Area Manager decision. If the grievance is denied, the reason(s) for denial will be in the written response.

Step 3: If the employee and/or Union is not satisfied with the decision, the Union may within ten (10) days following receipt of the decision or the day after the answer was due, advise the President or his/her designee at the Corporate level of the Employer, of notice to appeal the matter. Appeals to

the President/designee shall be submitted by the Union, in writing, and shall include copies of the original written grievance, Manager's decision, and the decision of the Area Manager. If the Union so requests, a meeting with the President/designee shall take place within fifteen (15) days following receipt of the appeal. The President/designee shall within fifteen (15) days of the Union notice to appeal or within fifteen (15) days after a request for a meeting was requested, shall deliver to the Union the Employers final written decision.

Step 4: If the Union is not satisfied with the decision of the President/designee of the Employer, the Union may within ten (10) days, notify the President that it desires the matter be submitted to arbitration. Within fifteen (15) days after receipt of the request, an arbitrator shall be selected from the panel by the Parties by alternately striking names until one remains with the choice of first strike determined by the flip of a coin or as otherwise mutually agreed. The arbitrator's fees and expenses of arbitration shall be divided; sixty (60%) by the grievant (filing) party and forty percent (40%) by the other (charged) Party. If a verbatim transcript of the hearing is made and either Party desires a copy of said transcript, the Party will bear the expenses of the copy or copies they obtain. The parties shall share equally the cost of the transcript, if any, that is supplied to the arbitrator.

- a) The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine other issues not so submitted to him. In disciplinary cases, the arbitrator may vary the penalty to conform to his decision.
- b) 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.
- c) Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by the Employer, unless an extension of time limits been agreed upon.
- d) Failure of the Employer to render a decision within any of the time limits specified in this Article shall entitle the grievant and or the Union to progress the grievance to the next step without a decision.

Section 3. The parties may mutually agree to mediation through the FMCS prior to arbitration in an attempt to resolve grievances.

ARTICLE 7 DISCIPLINARY AND/OR ADVERSE ACTION

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

Section 2. An employee may not be discharged, suspended, or otherwise disciplined, nor entries made against the employee's service record without just cause, except as provided for by Article 10, Section 2 of this Agreement. Disciplinary actions should be determined on the merits of each individual case. Normally disciplinary action taken by the Employer will be progressive, corrective,

and remedial in nature so as to address specific conduct. Examples of, but not limited to, exceptions to progressive disciplinary action are; where the employee physically threatens other persons, stealing, refusal to comply with instructions, directives or policies, falsifying documents, a threat to the air traffic system or action/s by the employee that effects the FAA or public's confidence in the employer. The Employer shall consider whether the problem can be resolved through such corrective action as closer supervision, admonishments, or oral reprimand, prior to initiating formal disciplinary action.

Section 3. No employee shall be disciplined to the extent of loss of pay or discharged without being advised in writing of the precise charge, or charges, preferred against the employee leading to such action. This notice shall be presented directly to the employee within ten days from the time the Employer may have reasonably expected to have learned of the event upon which such charge, or charges, is based.

Section 4. An employee against whom action is taken under this Article and their Union representative shall have the right to review all of the information relied upon by the Employer to support the action and shall be given a copy upon request.

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

Section 6. Records of disciplinary action will normally be expunged from the employee's service record not later than three years from the date of the action, but not later than 30 days after the three year anniversary of the disciplinary action.

ARTICLE 8 CHANGES IN AGREEMENT AND PAST PRACTICES

Section 1.

It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer. However, in the spirit of cooperation, whenever the Employer at the corporate level contemplates a change in policy affecting the terms and working conditions of bargaining unit employees, the Employer at the corporate level shall notify the Union at the national level reasonably in advance and, if requested by the Union, enter into negotiations over the proposed change in accordance with the National Labor Relations Act as amended.

ARTICLE 9 DUES CHECK-OFF

Section 1

The Employer agrees to deduct Union dues from an employee's wages uniformly and lawfully levied by PATCO Inc and to remit same to PATCO Inc on a monthly basis, to the address designated by the Union, not later than the end of the month following the month in which they are withheld, provided that

the employee executes the dues signed withholding form provided by the Union. There shall be no charge for this service.

Section 2. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit.

ARTICLE 10 SENIORITY

Section 1. Seniority is defined as the length of continuous service with the employer commencing from the earliest date of hire with the employer. In the event that two or more employees share the identical hire date, seniority shall be determined by birth date, with the elder employee having seniority over the junior.

Section 2. New employees shall be considered probationary for a period of one-hundred sixty (160) days from the date of hire. During such probationary period an employee may be terminated at the discretion of the Company and shall not have access to the grievance and arbitration procedures as defined by this Agreement.

Section 3. Any employee covered by this Agreement who resigns from the service of the Company shall lose all seniority rights accrued to the date he or she leaves the service of the Company. If such employee is later re-employed by the Company, seniority shall begin on the date of re-hire.

Section 4. Any employee covered by this Agreement who accepts a corporate position (e.g. Area Manager) outside the bargaining unit shall not accrue bargaining unit seniority while occupying such position. If the employee returns to the bargaining unit their previous seniority earned will be credited.

ARTICLE 11 CONTROLLER PERFORMANCE

Section 1. The Parties recognize that each employee is responsible for ensuring that their performance conforms to established standards, and the Employer ensures that any air traffic control employee that works a Controller-in-Charge (CIC) position of operation is certified by the FAA or an FAA designee. In the event of a difference of professional opinion between any employee and the Manager the employee shall comply with the instructions of the Manager. In such situations, the Manager shall assume all responsibility for the decision and the employee shall be immune from any action, disciplinary or otherwise, which might otherwise result from complying with the Manager's instructions.

Section 2. In the event a Manager relieves an employee from the employee's operational position because of alleged unacceptable performance of duty, the Manager will provide, upon request of the employee, a written explanation of the reason(s) for the action as soon as practicable but normally within seven days.

**ARTICLE 12
WATCH SCHEDULE AND SHIFT ASSIGNMENTS**

Section 1. Basic watch schedule is defined as the days in the week, hours of the days, rotation of shifts and changes in regular days off. Assignments of individual employees to the watch schedule are not considered changes in the basic watch schedule. The basic watch schedule may be changed by the employer to meet operational needs. In developing or changing the basic watch schedule, the facility Manager will consider ideas and recommendations that may be presented by the local Union Representative.

Section 2. Assignments to the watch schedule will normally be posted Thirty (30) days in advance or for a longer period where conditions permit. The Employer recognizes that changes of individual assignments to the watch schedule are undesirable, and therefore, the Employer will make reasonable efforts to avoid such changes. When it is necessary to change an employee's posted shift assignment, the Employer will to the extent feasible, use the following alternatives prior to making the change:

- a) Employer qualified supervisors, administrative workload permitting
- b) Mutual swaps between bargaining unit employees

In the event the above alternatives are found not to be feasible, the employee's shift assignment may be changed.

Section 3. The basic watch schedule will normally be projected and posted at least six months in advance.

**ARTICLE 13
VOLUNTARY CHANGES IN SHIFT AND REGULAR DAYS OFF**

The Air Traffic Manager shall approve the exchange of shifts and or days off by employees of equal qualifications provided the exchange is consistent with the operational needs of the facility and does not result in overtime, violation of the basic workweek or applicable laws or directives. Such exchange request will be submitted in writing to the ATM three days in advance and will be approved or disapproved as soon as possible.

**ARTICLE 14
POSITION ROTATION**

Section 1. Staffing permitting employees will not be required to work an air traffic control operational position for more than two consecutive hours without a break.

Section 2. Staffing permitting employees will be provided a 30-minute uninterrupted meal break.

ARTICLE 15 WAGES, HOURS AND COMPENSATION

Section 1. Effective the first full pay period after October 1, the Employee's base hourly wage rate shall be as listed in Appendix III.

Section 2. Workweeks shall be predicated upon traffic demands and seasonal adjustments. The parties recognize it is desirable for full time employees to work up to forty (40) hours a week; however, there is no guarantee of the number of hours of work per week for employees.

Section 3. Bargaining unit employees who work between the hours of six o'clock pm and six o'clock am shall receive 1.1 times the employee's hourly rate of pay for each hour worked after six o'clock pm and before six o'clock am.

Section 4. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work when the overtime criteria in Article 18, Section 1 is satisfied).

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

Section 6. Each employee shall receive a statement of earnings and deductions for all pay periods. Information to be contained on the statement shall include pay period ending date, hours worked, differential, overtime, vacation leave total to date, gross and net pay, number of hours worked during current pay period with applicable deductions.

Section 7. Employees that are required to train or provide on-the-job training to trainee Air Traffic Control Specialist shall receive 1.1 times the employee's hourly rate for each hour training is provided while signed on an operational position.

Section 8. With the exception Section 4 of this Article 15, employees shall be considered full-time when they are scheduled to work for an average of thirty three (33) hours or more per week in a 12 month period.

ARTICLE 16 SICK LEAVE/HEALTH AND WELFARE

Section 1. The employer agrees to pay each employee \$3.24 per hour for all hours worked in health and welfare benefit monies effective October 1, 2008. The parties agree to review the health and welfare rate annually during the month of August to determine what changes if any are appropriate for the rate that will be effective the first full pay period after October 1st each year. The first review shall occur in 2009.

Section 2. The Employer shall establish an optional dental plan and major medical insurance plan that is available to eligible bargaining unit employees.

Section 3. The Employer will make available an optional life insurance policy for each eligible employee that offers a minimum of \$20,000 term life coverage.

Section 4. Employees regularly scheduled to work more than seventeen (17) hours per week may elect to bank forty-eight (48) hours of Sick Leave and twenty-four (24) hours of Other Leave from excess Health and Welfare monies. If an employee participates in banking "Sick/Other" leave they must continue until a total of forty eight (48) hours of Sick Leave and twenty four (24) hours of Other Leave is banked for a total of seventy two (72) hours. Unused "Sick/Other" banked leave balances from this source shall be paid out when the employee terminates employment with RVA for any reason or upon notice to RVA during the annual election period that he/she no longer wishes to participate in the "Sick/Other" leave bank program. Any such payments cannot be rolled over into the Employee's 401(k) Plan.

Section 5. The Employer will provide from Employer funds four (4) hours of sick leave each calendar month until a maximum of forty (40) hours has been accrued. Unused sick leave from this source may not be cashed in or paid out, and may be utilized only after an employee has been on approved sick leave for five (5) consecutive days. This is a onetime accrual and any employee that has previously taken any or all of the Employer provided sick leave is not entitled to additional Employer provided sick leave. This Section 5 of Article 16 concerning Employer provided sick leave is not applicable to personnel in Puerto Rico or any other State/Commonwealths where the law provides employee sick leave.

ARTICLE 17 RETIREMENT PROGRAM

Section 1. The Employer hereby agrees to establish an IRS 401 (k) account for all bargaining unit employees who have worked for the employer for at least one year. Employee participation and contribution to this plan shall be voluntary on the employees of the unit.

Section 2. To the extent permitted by applicable law, an employee may contribute any excess benefit monies to the 401K retirement account, unless otherwise required beyond the employer's control.

ARTICLE 18 OVERTIME

Section 1. In addition to all entitled differentials, an employee will be paid for overtime worked at one and one-half (1½) times their basic hourly rate for all hours worked in excess of forty (40) hours in one week, based on a Sunday through Saturday time period.

Section 2. Overtime provisions in Appendix IV are applicable for air controller personnel at Isla Grande and Aguadilla, Puerto Rico.

ARTICLE 19 VACATION PAY/ LEAVE

Section 1. Employees are not eligible for vacation leave during the employee's first full year of employment. Subsequent vested vacation leave may be taken after the completion of the employee's succeeding anniversary dates. The individual employee's anniversary date (and each anniversary date of employment thereafter) is the reference point for vesting of vacation eligibility, but does not necessarily mean that the employee must be given the vacation on the date on which it vests. Employees may take any portion of their vested vacation leave, in one hour increments, after coordination with and approval by the Air Traffic Manager. All vacation must be taken within twelve months of the vesting date.

An employee who has a vested vacation leave balance indicated on the Statement of Earnings and Deductions (SED) will be allowed, when approved by the Air Traffic Manager, to use up to the number of hours of vacation leave shown on the SED. Additional vacation leave accruals will not be posted on the SED until the employee's next anniversary date. Except for the first annual anniversary date, during the pay period immediately following each employee's subsequent annual anniversary date of employment, all vested vacation leave that was not taken during the previous year will be cashed out and paid to the employee.

Section 2. The Manager will normally honor an employee's request for vacation leave with due consideration to the requirements of maintaining air traffic control services. When more than one equally qualified employee requests the same vacation leave, and when the Manager is not able to grant all of the request, the employee with the greater seniority with the Employer shall have the first opportunity to take vacation.

Section 3. Length of paid vacation is stated by facility in Appendix II of this agreement.

Section 4. In the event the employee retires, quits or is removed from service by the Employer, that employee shall be paid all unused vested vacation hours at the current rate, less applicable deductions, garnishments and liens, if any.

ARTICLE 20 HOLIDAY PAY

Section 1. Holidays are applicable for all Full Time employees and are prorated for Part Time employees in accordance with the Holidays specified in Appendix II of this agreement.

Section 2. If a full-time employee works on a holiday, they shall receive eight (8) hours of holiday pay. Holiday pay shall be in addition to the employee's base rate and any applicable differential and overtime pay. If a part-time employee works on a holiday, they shall receive the holiday pay for each hour worked up to eight (8) hours in addition to the employee's base rate and any applicable differential and overtime pay.

Section 3. If a holiday falls on a full-time employee's regular day off, the employee shall receive eight (8) hours of holiday pay for that day.

Section 4. If a holiday falls during a full-time employee's scheduled vacation, the employee shall receive eight (8) hours of holiday pay for that day in lieu of vacation.

Section 5. If a full-time employee elects to take time off for a holiday, they will be paid for eight (8) hours of holiday time off.

ARTICLE 21 POSITION DESCRIPTION

Section 1. The Employer shall provide each bargaining unit employee a position description that accurately reflects the duties of the employee's position. Position descriptions shall be uniform throughout the Employer's facilities where bargaining unit employees are employed unless there are requirements that are unique to a particular facility(s).

Section 2. The Employer will provide each employee a copy of the position description and any changes thereto.

Section 3. It is understood that Air Traffic Controllers duties include a multitude of functions and certifications in addition to applying required separation standards between aircraft, i.e., performing aviation weather observations and reporting, providing pilots with information such as airport/runway conditions, operating status of navigational aids and observed malfunctioning of aircraft.

Section 4. Air Traffic Controllers shall not be required to perform non-ATC duties, i.e. updating directives, manuals, training records, etc, while assigned the responsibilities of an ATC position of operation.

ARTICLE 22 DRESS CODE

Members of the bargaining unit shall groom and attire themselves in a neat, clean professional manner. The display of and wearing of union logo lapel buttons is permitted. Ragged attire is not considered professional and appropriate. Neckties shall not be required.

ARTICLE 23 IMMUNITY & INDEMNIFICATION

Section 1. Employer Responsibility-Comprehensive general liability insurance is provided at no cost to the employee, such that, if named as a defendant, an employee shall be protected against personal liability for damages, loss of property, or death arising from the performance of the employee's official duties or when acting within the scope of employment as provided for in the plan and the limits of liability contained therein.

Section 2. Employer Rights-The Employer will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the Employer; compensatory damages occasioned by the employee acting in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or any relief arising out of the employee's intentional violation of the civil, statutory, or constitutional rights of any person.

ARTICLE 24 SUBSTANCE TESTING

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

Any employee in a safety sensitive position (air traffic controller) who tests positive, in accordance with the provisions and process contained in the Code of Federal Regulations, for drugs or positive alcohol test results (0.04 or greater) will immediately be removed from his/her safety related duties and terminated from employment with RVA/Subcontractor and shall not have access to the grievance and arbitration procedures as defined by this Agreement pertaining to this termination.

ARTICLE 25 UNION PUBLICATIONS AND USE OF EMPLOYER'S FACILITIES

Section 1. The Manager will provide the necessary space to the extent available, in a non-work area, for a Union furnished bulletin board for the posting of Union materials. The content of publications or announcements placed on the Union's bulletin board shall not be restricted, censored, altered, or removed by the Manager. The parties recognize that the posting of scurrilous and inflammatory material is prohibited. Materials shall be posted during non-work time.

Section 2. The Manager may permit the Union to send and receive mail through the facility's address and mailbox. Mail sent by the Union shall be at the Union's expense. The Manager assumes no responsibility for delivery of Union mail. The Union may place materials in the employee's mail slots/boxes if available in the facility.

Section 3. The Union may be authorized to conduct Union business or meetings at the facilities in an area if available, designated by the ATM as a non work area. The Tower Cab shall not be permitted for Union business or meetings. Meetings shall occur during periods in which an employee is in a non pay status.

ARTICLE 26 LAYOFF

Section 1. In the event of any layoff by the employer the following rules shall apply.

- a) To the extent possible, all bargaining unit employees shall be given at least two (2) weeks notice of any such action.

- b) Layoff of bargaining unit employees shall be in reverse seniority based on continuous service with the employer.
- c) Employees laid off may cash in all vested vacation at their current rate of pay, including but not limited to any and all funds associated with a 401(k) or other such retirement account plus all excess funds in the employee's "H & W" monies.
- d) Health insurance will be offered to the employee in accordance with applicable laws.
- e) All employees in layoff status from their facility shall retain their seniority to said facility for a one year period effective the day of the layoff.

Section 2. No new controllers will be employed at the facility during the one-year period of recall until all employees laid off have been provided an opportunity to apply for an open vacancy for which they are qualified.

ARTICLE 27 SPECIAL OR EMERGENCY LEAVE

Section 1. Employees will receive paid time off during periods of emergencies which officially close the Employer's facility. Payment for this time off is subject to the approval of the FAA contracting officer.

Section 2. The Facility Manager, subject to approval of the area Manager, may grant an employee a short period of leave without pay not to exceed twenty (20) days.

ARTICLE 28 MEDICAL

Section 1. Annual Class II physical examinations are required for all employees as a condition of employment pursuant to Federal Aviation Administration rules and regulations. Every bargaining unit employee shall maintain a Class II medical certificate at all times while an employee of the Employer. Class II Medical examinations are only authorized by a FAA certified Aviation Medical Examiner. 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 Class II Medical Certificate the employer may take any appropriate action including discharge and the employee shall have no recourse through the grievance and arbitration procedure provisions of this agreement.

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

Section 3. The employee shall ensure a Class II Medical Examination is completed prior to the last day of the month in which an employee's medical certificate expires. Required Class II Medical Examinations shall be scheduled on the employee's duty time unless the employee request otherwise.

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

ARTICLE 29 OFFICIAL PERSONNEL FILE

Section 1. There shall be no more than one official personnel file maintained for each employee.

Section 2. Upon written request to the corporate office, an employee shall be provided a copy of the official personnel file at a nominal cost to the employee. Unless unusual circumstances exist, the entitlement to this request is limited to once per year. It is understood that an employee who travels to the city where the corporate office is located shall be permitted to review and reproduce, at a nominal cost to the employee, the official personnel file. Employees that travel to the corporate office to obtain copies of the personnel file should schedule an appointment a week in advance of their arrival date.

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. Any material determined to be incorrect will be removed from the employee's official personnel file.

ARTICLE 30 EMPLOYEE TRAINING & 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 discuss the reasons for making the determination with the manager.

Section 2. The Employer retains the right to individual training methods, and the employees shall receive training in a fair and equitable manner.

Section 3. The Union facility Representative will be allowed to comment and make suggestions on the facility training program. However, it is understood that an employee's unsatisfactory performance could lead to termination.

Section 4. The union facility Representative shall be allowed to comment and make suggestions on the facility training program.

Section 4. With prior approval, employees who take Aviation related courses will normally be reimbursed for tuition not to exceed \$260.00 per calendar year. The cost of supplies and books are not included. Payments shall be made to the employee upon successful completion and evidence of the course.

**ARTICLE 31
ATC FACILITY EVALUATIONS**

Section 1. The Union recognizes the right of the Employer and the FAA to conduct periodic ATC Facility audits/evaluations.

Section 2. The Air Traffic Manager, to the extent possible, will normally notify the Union in advance of any scheduled evaluation/audit or follow-up at least thirty (30) days in advance.

Section 3. The Air Traffic Manager (ATM) will request volunteers from the bargaining unit to participate in these facility evaluations. If there are no volunteers, the ATM may select an employee on an annual rotating basis. The Union Representative shall not be required to participate unless they so desire.

Section 4. The Facility Representative will cooperate and assist the Facility Manager in remedying any deficit area identified in internal or external audits/evaluations.

**ARTICLE 32
PERSONAL PROPERTY**

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

Section 2. Should reimbursement/replacement as provided by Section 1 not be covered, the Employer will reimburse an employee for the actual cost of the property damaged or destroyed not to exceed \$100.00. This Section does not apply to damage caused by acts of God.

**ARTICLE 33
REOPENER**

Section 1. This Agreement is subject to applicable U.S. Federal and State/Commonwealth Laws as they may be amended from time to time.

Section 2. In the event of conflict between an applicable Federal, State/Commonwealth law and any provision of this Agreement, the law shall prevail.

Section 3. If any provision of this Agreement is or shall at any time become contrary to law based upon a decision by a court of competent jurisdiction, then such provision shall not be applicable and the impact of such law shall be bargained by the parties. All other provisions of this Agreement shall remain in full force and effect for their duration.

Section 4. It has been stated that efforts are underway to seek from the Department of Labor (DOL) Wage Determinations for the Federal Contract Towers (FCT) that would bring them in parity with flight service specialist series 92002 I, 92003 II and 92004 III. If the DOL Wage Determinations for FCTs has reached parity with the flight service stations as stated above, the Parties agree to confer on or before July 2009 to determine the status and if necessary reopen negotiations.

**ARTICLE 34
PRINTING OF THE AGREEMENT**

The parties agree that the employer will print and distribute a copy of this Collective Bargaining Agreement (CBA) to the appropriate management personnel and the union will copy and distribute copies of the CBA to the members of the bargaining unit.

**ARTICLE 35
DURATION**

Section 1. This agreement is for a period of three years and shall become effective on the date it is approved by the Union and the Employer. It shall renew automatically unless either Party gives written notice to the other of its intent to amend or terminate the 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. Normally, within sixty (60) days after receipt of the written notice, the Parties will begin negotiations.

For the Union.....PATCO Inc

For the Employer
Robinson Aviation (RVA), Inc.

Ron Taylor,
President

Wil Mowdy
VP, Operations

Signature

Signature

Signed this 23 day of December, 2008

This Agreement shall be signed by the parties and become effective on the date shown below.

Signed this 1st day of January, 2009

For the Union.....PATCO Inc

For the Employer
Robinson Aviation (RVA), Inc.

Ron Taylor,
President

Charlie Dove
President

Signature

Signature

APPENDIX III

The hourly base rate for a full performance level air traffic control specialist is stated in the chart below:

FACILITY	OCT	OCT	OCT	OCT
	2008	2009	2010	2011
ISLA GRANDE , PR	\$26.11	\$26.87	\$27.65	\$28.45
AQUADILLA, PR	\$26.09	\$26.87	\$27.65	\$28.45
DONALDSON, SC	\$26.14	\$26.90	\$27.68	\$28.48
POMPANO BEACH, FL	\$27.32	\$28.11	\$28.93	\$29.77

APPENDIX IV

PATCO Inc. is the collective bargaining agent certified by the National Labor Relations Board (NLRB) for bargaining unit employees employed by RVA/Subcontractor at facilities listed in this Appendix (IV).

The provisions contained in this Appendix (IV) are applicable only to the air traffic controller personnel at Isla Grande and Aguadilla, Puerto Rico.

Section 1. Facility certified, full time air traffic control specialist employed at Isla Grande and Aguadilla, Puerto Rico shall receive a cost-of-living allowance (COLA) in the amount of \$1365.00 per year which will be included in the bi-weekly paychecks.

Section 2. Employees who work extra hours in a workweek shall receive overtime pay at a rate of one and one half (1.5) times the employee's basic rate of pay for all hours worked in excess of 40 hours in one week, based on a Sunday through Saturday time period.

Section 3. The provisions of the Laws of the Commonwealth of Puerto Rico, that are applicable, such as Sick Leave and Christmas Bonus will be provided to the Air Traffic Control personnel employed at Isla Grande and Aguadilla, Puerto Rico.