

COLLECTIVE BARGAINING AGREEMENT

Between

Professional Air Traffic Controllers Organization, Inc.

PATCO, Inc.

STINSON TOWER, TEXAS

And

ROBINSON AVIATION (RVA), Inc.

September 30, 2007

Revised 8/28/08

Revised 10/1/08

PATCO INC/RVA COLLECTIVE BARGAINING AGREEMENT

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
Article 1	- Parties To The Agreement.....	1
Article 2	- Union Recognition Rights	1
Article 3	- Employer Rights.....	1
Article 4	- Employee Rights	2
Article 5	- Union Representation	3
Article 6	- Dispute Settlement Procedures.....	3
Article 7	- Disciplinary And/Or Adverse Action.....	6
Article 8	- Changes In Agreement and Past Practices	6
Article 9	- Dues Check Off	7
Article 10	- Seniority	7
Article 11	- Controller Performance	7
Article 12	- Watch Schedule and Shift Assignments	8
Article 13	- Voluntary Changes In Shift Assignments and Regular Days Off.. ..	8
Article 14	- Position Rotation	8
Article 15	- Wages, Hours and Compensation.....	9
Article 16	- Sick Leave/Health and Welfare.....	9
Article 17	- Retirement Program.....	10
Article 18	- Overtime	10
Article 19	- Vacation Pay/Leave.....	10
Article 20	- Holiday Pay	11
Article 21	- Position Description	12
Article 22	- Dress Code.....	12
Article 23	- Immunity & Indemnification.....	12
Article 24	- Substance Testing.....	13

Article 25- Union Publications and Use of Employer’s Facilities.....13
Article 26- Layoff.....13
Article 27- Court/Special or Emergency Leave.....14
Article 28- Medical.....14
Article 29- Official Personnel File.....14
Article 30- Employee Recertification.....15
Article 31- Re-Opener.....15
Article 32- Printing of The Agreement.....16
Article 33- Duration.....16

**ARTICLE 1
PARTIES TO THE AGREEMENT**

This 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) (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 of all full time and regular part time air traffic control specialist, excluding the Air Traffic Manager (ATM) employed at the Stinson (San Antonio) Texas Air Traffic Control Tower.

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 shall be accepted by the Employer without question or challenge. 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 one hour 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 Laws, and any and all Federal Laws that are applicable.

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

**ARTICLE 3
EMPLOYER RIGHTS**

Section I.

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 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 during emergencies.
- (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 law, and any 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 and or the FAA, the employee who is the subject of said investigation shall have the right to Union representation if available while being questioned. If the union representative is unable to be physically present during such meetings, 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 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 radios, televisions and/or electronic devices be allowed in the tower cab. While assigned to a position of operation, reading material will be limited to that 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 this Article 4 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.

**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. The employee should also be notified of the right to be accompanied by a Union representative if requested by the employee.

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.

The Parties recognize Informal Problem Solving may often be 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 the traditional grievance process and more cumbersome, adversarial dispute resolution procedures. Therefore, the Parties agree to use this process to the fullest extent possible before resorting to other avenues of dispute resolution.

The following procedure shall apply to informal problem solving:

When a complaint/problem/concern arises, the employee, Union or Employer may notify the other affected Party of the complaint, problem or concern within ten days of the event or discovery of the event giving rise to the complaint/problem/concern and try to resolve the complaint/problem/concern informally by mutual agreement. A meeting will be held as soon as practicable, but no later than ten days, to discuss the issue. Those in attendance will include the affected employee and if he/she desires, the Union Facility Representative or designee, the Facility Manager or, if the Facility Manager so desires, the Employer's Area Manager and/or designee. The purpose of the discussion is to allow the employee, the Union and the Employer to freely present, receive and/or exchange information and their views on the situation with the goal of resolving the complaint/problem/concern.

- a. In the event the Parties are unable to resolve the issue within ten days of the meeting as described in Section 1.a., the employee and/or the Union may grieve the issue in accordance with Section 2 of this Article.
- c. An aggrieved employee shall request informal resolution of his grievance from his immediate supervisor (who may be the Facility Manager) within 10 calendar days of the date of the event giving rise to the complaint or within 10 calendar days of the time the employee may have been reasonably expected to have learned of the event. The supervisor shall promptly arrange for a meeting at a mutually agreeable time, but normally no later than 10 calendar days following the date of the employee's request, to discuss the complaint. The employee and his representative may be given a reasonable amount of official time to present the grievance if they are otherwise in a duty status. The supervisor shall answer the complaint within 10 work days following the meeting.

Section 2. 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 informally at the earliest possible time and at the lowest possible supervisory level.

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 3. Grievances filed by an Employees/s at the facility level.

Step 1: If the employee or the Union is not satisfied with the answer resulting from the Informal Problem Solving process, a formal grievance may be submitted to the Facility Manager within 10 calendar days following receipt of the answer. The grievance shall be submitted in writing on a Grievance Form, and shall contain the name of the grievant, the Article and Section of the agreement alleged to have been violated, the corrective action desired, the name of his Union

representative and whether or they wish to make an oral presentation. If requested, the Facility Manager shall prior to making a decision, afford the employee and or his 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 decision of the Facility Manager shall be delivered to the employee and the Union Representative within 20 calendar days following receipt of the written grievance.

Step 2: If the employee and/or the Union is not satisfied with the decision rendered in Step 1, the Union may within 10 days following receipt of the decision, by certified mail, return receipt requested, advise the appropriate Area Manager that it wishes the matter to be reviewed. The Union will be notified, within 15 work days of the Area Manager decision. If the grievance is denied, the reason(s) for denial will be in the written response.

Step 3: If the Union is not satisfied with the decision, the Union may within 10 calendar days following receipt of the decision or the day after the answer was due, by certified mail, return receipt requested 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 employee and/or 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 15 work days following receipt of the appeal. The President/designee shall within 15 work days of the Union notice to appeal or within 15 work days after a request for a meeting was requested, the President/designee 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 10 calendar days, notify the President by certified mail, return receipt requested, that it desires the matter be submitted to arbitration. Within 15 days after receipt of the request, an arbitrator shall be selected from the panel by the Parties by alternately striking names until one remains with the choice of first strike determined by the flip of a coin or as otherwise mutually agreed. The arbitrator's fees and expenses of arbitration shall be borne equally by the Parties. 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 will share equally the cost of the transcript, if any, 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) 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.
- c) 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 4. 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 will 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 must be determined on the merits of each individual case. Normally disciplinary action taken by the Employer shall be progressive, corrective, and remedial in nature so as to address specific conduct. Examples of exceptions to progressive disciplinary action are; where the employee physically threatens other persons, stealing, previous refusal to comply with instructions, directives or policies, falsifying documents, a threat to the air traffic system, 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 work 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 Federal Contract Tower ("FCT") 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 forty five days (145) 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.

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. In the event of a difference of professional opinion between an employee and the Manager the employee shall comply with the instructions of the Manager. In such situations, the Manager shall assume all responsibility for the decision and the employee shall be immune from any action, disciplinary or otherwise, which might otherwise result from complying with the Manager's instructions.

Section 2. In the event a Manager relieves an employee from the employee's operational position because of alleged unacceptable performance of duty, the Manager will provide, upon request of the employee, a written explanation of the reason(s) for the action as soon as practicable but not more than 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 shall 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 shall make every reasonable effort to avoid such changes. When it is necessary to change an employee's posted shift assignment, the Employer shall use the following alternatives prior to making the change:

- a) Employer qualified supervisors
- 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 shall be projected and posted at least six months in advance.

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

Section 1. 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 shall 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 shall 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 follows:

- (a) October 2007..... \$ 25.30
- (b) October 2008..... \$ 26.04
- (c) October 2009..... \$ 26.79
- (d) October 2010..... \$ 27.57

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

Section 3. Fully certified controller 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 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).

**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 2008.

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. Full-time employees shall have the option to allot excess benefit monies for the purpose of creating a sick leave bank. They may elect to accrue six days (48 hours) banked leave from "H & W" monies. Part-time employees who work at least seventeen (17) hours per week may elect to accrue banked leave from "H & W" monies on a prorated amount based on the

actual hours worked. Unused banked leave 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 leave bank program. Any such payments cannot be rolled over into the Employee's 401-K Plan. Employees who elect to participate in banking Sick Leave must also elect to participate in banking Other Leave.

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 one time accrual and any employee that that has previously taken any or all of the Employer provided sick leave is not entitled to additional Employer provided sick leave.

Section 6. Full-time employees may elect to accrue three days (24 hours) of Other leave from "H & W" monies. Part-time employees who work at least seventeen (17) hours per week may elect to accrue Other leave from "H & W" monies on a prorated amount based on the actual hours worked. Unused other leave 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 other leave bank program. Any such payments cannot be rolled over into the Employee's 401-K plan. Employees who elect to participate in banking Other Leave must also elect to participate in banking 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. Employees participating in the Employer's 401(k) plan may opt to roll over their monthly excess "H & W" monies, with no deductions withheld except garnishments or liens if any, into their 401(k) account.

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.

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 shall 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, seniority with the Employer shall take precedence.

Section 3. Length of paid vacation is vested after a specified number of years as follows:

Two (2) weeks vacation after one (1) year of service.

Three (3) weeks vacation after five (5) years of service.

Four (4) weeks vacation after fifteen (15) years of service.

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

ARTICLE 20 HOLIDAY PAY

Section 1. Each employee shall be paid for the following ten (10) Federal Holidays: New Years Day, Martin Luther Kings JR's, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

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 specified above 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 specified above 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.

Section 6. If a part-time employee elects to take time off for a holiday, they will be paid on a prorated basis based on the average number of hours the employee is expected to work per week during a year.

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.

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. Shorts, cutoffs and ragged attire are 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 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 if 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.

ARTICLE 26 LAYOFF

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

- a) 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

COURT/SPECIAL OR EMERGENCY LEAVE

Section 1. Employees will be permitted to use accrued annual and/or banked leave for bereavement leave, jury duty, court appearances and other such special circumstances.

Section 2. 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 3. The Employer shall provide Federal Family and Medical Leave Act leave consistent with applicable law.

Section 4. The Facility Manager may grant an employee a short period of leave without pay not to exceed twenty five (25) 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 must maintain a Class II medical certificate at all times while an employee of the Employer. If the employee loses his/her Class II medical certificate for any reason, including lapse, the Employer may discharge the employee and the employee shall have no recourse under the grievance and arbitration provisions of the Agreement. Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires. If it is found that the employee has performed air traffic control service without a valid 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.

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 Recertification

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 manager.

ARTICLE 31 REOPENER

Section 1. This Agreement is subject to applicable Federal and State laws as they may be amended from time to time.

Section 2. In the event of conflict between an applicable Federal or State 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 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.

ARTICLE 32 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 33 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. Within thirty (60) days after receipt of the written notice, the Parties shall meet and 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 13 day of February, 2007

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

Signed this 30th day of September, 2007

For the Union.....PATCO Inc

For the Employer
Robinson Aviation (RVA), Inc.

Ron Taylor,
President

Charlie Dove
President

Signature

Signature