MASTER

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PROFESSIONAL AIR TRAFFIC CONTROLLERS ORGANIZATION

AND

ROBINSON AVIATION (RVA), INCORPORATED

May 14, 2009

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PREAMBLE

This Agreement is made and entered into by and between Robinson Aviation (RVA), Incorporated (hereinafter referred to as the Employer) and the Professional Air Traffic Controllers Organization (hereinafter referred to as the Union) on behalf of employees of the Employer identified in Article 5 hereof employed in the merged bargaining units listed in Annex A.

Robinson Aviation (RVA), Inc. and the Professional Air Traffic Controllers Organization (PATCO) agree to cooperate with each other 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. RVA and PATCO and the bargaining unit employees agree to act at all times in such a manner as to assure fair, just and equitable treatment for labor and management.

It is recognized by the parties hereto that the declared policy of the Government of the United States of America and the purpose of the National Labor Relations Act is to provide statutory rights for employees to participate in and engage in collective bargaining.

It is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations.

This Preamble is a statement of intent and therefore not subject to the grievance procedure outlined in Article 19.

ARTICLE 1
LIMITATIONS

(A) This Agreement is subject to applicable Federal and State and/or Commonwealth laws as they may be amended from time to time.

(B) In the event of conflict between an applicable Federal, State, or Commonwealth law and any provision of this Agreement, the law shall prevail.

(C) 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 2
NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. The Union.

The Employer recognizes the Professional Air Traffic Controllers Organization, a division and affiliate of the Federation of Physicians and Dentists/Alliance of Health Care and Professional Employees, NUHHCE, AFSCME, AFL-CIO as the exclusive representative for the merged bargaining unit(s), as may be amended, listed in Annex A for the purpose of collective bargaining in

all matters relating to wages, hours of employment, and other terms and conditions of employment for all employees in the bargaining units as determined by the National Labor Relations Board.

Section 2. Union Representative.

(A) The Manager recognizes and agrees to work with the PATCO Facility Representative or his/her designee. In absence of the primary Representative, the alternate Representative becomes the primary. The Facility Representative shall be the single point of contact on all matters between the Manager and the Union which are internal to the facility. The Employer further agrees to work with National PATCO representatives on union-management issues external to the facility. The Union agrees to notify the Manager of whom its Facility Representative and alternate is and to notify the Manager of any changes.

Section 3. Employee Handbook.

The Union recognizes the Employer's right to retain the RVA Employee Handbook on file as a reference and guide to assist in its employment relationship with the employees. In the event of conflict between the Employee Handbook or RVA directives and this Agreement, the Agreement shall prevail.

Section 4. Notification of Recognition.

The Employer will notify all potential employees considered for hire to work in the same classes covered by this Agreement that the Union is the authorized negotiating representative and bargaining agent for employees described in Article 5 of this Agreement. The Employer shall make said notification during the potential employee's initial employment interview.

ARTICLE 3
SEPARABILITY

If any provisions 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 4
CHANGES IN PAST PRACTICES/TERMS/CONDITIONS OF EMPLOYMENT

Employer policies, practices, and matters affecting working conditions within the control of RVA will not be changed or implemented without prior negotiation when they are in conflict with this Agreement.

ARTICLE 5
COVERAGE

Section 1. Inclusions.

This Agreement covers all full-time and part-time employees in the following classification and positions as described in the certifications of bargaining units issued by the National Labor Relations Board.

Group A

Full-time, Full Performance Level, Air Traffic Control Specialists, Terminal

Group B

Part-time, Full Performance Level, Air Traffic Control Specialists, Terminal

Section 2. Exclusions.

Specifically excluded are the Manager, developmental employees, and any other employees represented by another exclusive bargaining agent.

Section 3 - New Positions/Classes.

(A) When a new position is created in a classification that is included in the bargaining unit and the Employer believes that the position should be excluded from the unit, the Union shall be provided a copy of the Employer's request to the National Labor Relations Board seeking a unit clarification.

(B) When the Employer establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the Employer's determination of the unit into which the new classification will be assigned.

(C) If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved, if appropriate, by the National Labor Relations Board.

ARTICLE 6
DUES CHECK-OFF

Section 1. Dues Deduction.

This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments. Upon a written, signed authorization form from an employee, the Employer shall deduct the amount of Union dues and any initiation fees set forth in the form and any increase therein. Such deductions shall be made by the

Employer when other payroll deductions are made and shall begin the first full pay period following receipt of the authorization form by the Employer.

Section 2. Union Notification.

The Union shall advise the Employer, in writing, of any increase in dues at least thirty (30) days prior to its effective date.

Section 3. Remittance.

The Employer shall remit Union dues deductions monthly to the address designated by the Union. Such remittances are to be made not later than the end of the month following the month in which the deduction has been made. There shall be no charge for this service.

Section 4. Continuance of Deduction.

Union dues deduction shall be on a by-weekly basis and shall be irrevocable for a period of one (1) year or until the termination of the Collective Bargaining Agreement between the Employer and the Union, whichever is shorter, and it is agreed that this dues deduction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year or the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever is shorter, unless written notice is given by the employee to the Employer and the Union not more that fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one year, or of each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner. However, if a bargaining unit member transfers to a non-union facility or is promoted into a non-bargaining unit position union dues deduction shall terminate on the effective date of such action.

ARTICLE 7
NON-DISCRIMINATION

Section 1.

It is agreed between the parties that there shall be no discrimination against any employee on account of physical handicap, age, sex, race, religion, color, or national origin.

Section 2.

The parties jointly support an organizational environment free of sexual harassment and discrimination. Every effort will be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the work place.

ARTICLE 8
EMPLOYER RIGHTS

Section I.

The Union responsibly 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 insofar as such policies are not inconsistent with the express provisions of this Agreement.

Section 2.

The Employer Rights described in Section I include items such as:

(1) The ability to determine the mission, budget, organizational structure, number of employees, and internal security and administrative practices.

(2) To hire, assign, direct, layoff and retain employees in the company, or to suspend, remove, increase or reduce pay in accordance with the applicable facility rates or take disciplinary action against such employees;

(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;

Section 3.

Consistent with applicable law, the Employer recognizes its obligation to bargain any subject which may alter wages, hours, or terms and conditions of employment of bargaining unit employees.

ARTICLE 9
EMPLOYEE RIGHTS

Section 1. Protection.

Employees shall have the protection of and retain all rights guaranteed by the Constitution of the United States of America, State or Commonwealth in which the facility is located, applicable statutes, and any and all rules, regulations, and polices promulgated by government entities or established by the Employer which are not altered and not in conflict with this Agreement.

Section 2. Union Activity.

Each bargaining unit employee has the right, freely and without fear of reprisal, to form, join and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.

Section 3. Disciplinary Action.

(A) Employees off-the-job conduct shall not result in disciplinary action by the Employer unless such conduct hampers their effectiveness as an air traffic control specialist or affects the public's confidence in the air traffic control profession, the FAA or the Employer.

(B) No employees shall have disciplinary action taken against them as a result of a an occasional debt complaint. The Employer and their Area Manager and the Manager shall not assist a creditor or process server in collecting any debt unless required to do so by court order or applicable law.

(C) No employees shall have disciplinary action taken against them based solely on anonymous sources.

(D) No employees shall have disciplinary action taken against them for their membership in the Union or for any Union activity conducted by the employee.

(E) Participation in the following activities are subject to removal without appeal: forging and/or falsifying Time and Attendance Records, falsifying air traffic logs or records and/or altering or erasing air traffic recorded data.

Section 4. Charitable Drives.

Employee participation in charitable drives is voluntary and no pressure shall be used to require such participation. The Employer may solicit employee contributions but no pressure shall be used during solicitations.

Section 5. Personnel Policies.

(A) Employees shall not be subjected to prohibited personnel policies or practices.

(B) Nepotism policies shall be uniformly administered throughout the bargaining units.

(C) The Employer shall not take or fail to take any personnel action with respect to any employee as a reprisal against the employee for the exercise of any grievance or appeal right granted by law, rule, regulation or this Agreement.

(D) Consistent with applicable law, the Employer shall not take any personnel action against any employee, or fail or refuse to effect any personnel action related to any employee as a reprisal for the employee's disclosure of information which the employee reasonably believes indicates a violation of any law, rule, regulation, mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to the public health or safety.

Section 6. Personal Property.

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. 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. 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. If it is found that an employee has violated the provisions of this Section 6 of this Article 9 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 7. Employer Meetings.

Employees authorized to attend any Employer meeting which is scheduled away from the facility shall be entitled to compensation at official duty rates and reimbursement of Employer approved travel expenses.

Section 8. Mandatory Training.

The Employer shall pay all cost for mandatory training.

ARTICLE 10
UNION RIGHTS

Section 1. Employer Responsibilities.

The Employer recognizes the interests of the Union in any changes within the control of the Employer which materially affect the working conditions of those represented by the Union, and will keep the Union informed in a timely manner as to such changes.

Section 2. Union Employee Rights.

Employees shall have the protection of and retain all rights guaranteed by the Constitution of the United States of America, State or Commonwealth in which the facility is located, applicable statutes, and any and all rules, regulations, and polices promulgated by government entities or established by the Employer which are not altered and not in conflict with this Agreement.

Section 3. Protected Activity.

Each employee may make their own personal decision with respect to the Union, or other employee organization membership, without intimidation or coercion by either party. There will be no discrimination against any employee because of Union membership or because the employee is acting as a representative of the Union or its members pursuant to the provisions of this Agreement.

Section 4. Union Representatives.

Accredited Union representatives of the exclusive bargaining agent at the national level and/or their designees may be allowed to visit the facility after notification and approval of the Area Manager. Access will not be unreasonably denied.

Section 5. Facility Representative.

Subject to facility staffing requirements, the Facility Representative, either primary or alternate, may under normal circumstances be granted vacation leave or leave without pay to facilitate their attendance at scheduled Union seminars and conventions. Leave for these purposes shall not exceed ten (10) days per year.

Section 6. Bargaining Units.

The Union may quarterly request and the Employer will provide an updated list including names, addresses, classification, and position of each member of the merged bargaining unit.

Section 7. New Employee Orientation.

The Facility Representative, staffing permitting, will be allowed up to thirty (30) minutes in the facility for confidential orientation of new facility employees to explain the role and responsibilities of the Union. Management may schedule this time to be a part of the new employee's in-processing into the facility.

ARTICLE 11
UNION REPRESENTATION RIGHTS

Section 1. Disciplinary Actions.

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 shall also be notified of the right to be accompanied by a Union representative if the employee so desires, and shall be given a reasonable opportunity both to obtain such representation, and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent for the first time that discipline or potential discipline could arise, the Employer shall stop the meeting and inform the employee of the right to representation if the employee so desires, and provide a reasonable opportunity to both obtain representation and

confer confidentially before proceeding with the meeting, if requested. The Union retains the right to determine its representatives.

Section 2. Teleconferencing.

By mutual consent of the Employer, employee, and the Union, if requested by the employee, discussions under Sections 1 of this Article may be accomplished by telephone if a Union representative is unable to be physically present at such meetings/discussions.

ARTICLE 12
UNION PUBLICATIONS, INFORMATION, AND USE OF EMPLOYER'S FACILITIES

Section 1. Bulletin Board.

The Manager will provide the necessary space, 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. Conducting Union Business.

The Union is authorized to conduct Union business in the facility in non-work areas and non-work time. Non-work areas will not be in the tower cab and shall be as designated by the Manager.

Section 3. Distribution of Material.

The Union may distribute material to employees during non-work time in non-work areas.

Section 4. Union Read Binder.

The Manager will permit the Union to place and maintain a Union read binder in the facility in a non-work space designated by the Manager, if available, to communicate with and inform Union employees. The Manager agrees not to censor, restrict, alter, or remove items (either temporarily or permanently) from the Union read binder.

Section 5. Union Mail.

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.

Section 6. Employee Mail Slots/Boxes/File Cabinet/Lockers.

(A) The employees may use the mail slots/boxes presently in use in the facility. The Union may place materials in the employee's mail slots/boxes.

(B) Space permitting the Union may place a file cabinet in the facility. The location will be mutually agreeable to the parties.

(C) See Annex B for specific provision on lockers.

Section 7. Meetings.

(A) The Manager will, at the Union's request, provide space for Union meetings as space and scheduling permit.

(B) Union meetings shall occur during periods in which the employees are in a non-pay status.

ARTICLE 13
EMPLOYER, MANAGEMENT, AND UNION COMMUNICATIONS

Section 1. Technical Input.

(A) Recognition.

The Employer recognizes the Union's interest in the technical aspects of the air traffic operations at the facility and agrees to solicit Union input on issues which affect Air Traffic Control.

(B) Inclusions.

This includes, but is not limited to, Operations Plans, air traffic control Letters of Agreement, air traffic control Letters to Airmen, air traffic control Standard Operating Procedures, permanent locally developed air traffic control procedures, temporary locally developed air traffic control procedures which will be applicable for a period of less than thirty (30) days, airport "Open House" air traffic control procedures, airport "Air Show" air traffic control procedures, airport "Fly-In" air traffic control procedures.

(C) Exclusions.

Excluded from review are existing and future Federal Aviation Administration air traffic control rules, regulations, and procedures. Additionally excluded are temporary rules, regulations, and procedures developed in response to an emergency situation created by a natural disaster.

(D) Management Responsibility.

The Employer, time permitting, will solicit input prior to implementation of new or revised air traffic procedures.

(E) Union Rights.

The Employer recognizes and agrees that the Union may or may not desire to provide input pertaining to air traffic control procedures, but in any case the Union will cooperate fully in the timely implementation of said procedures.

(F) Employer Rights.

The Union recognizes and agrees that the Employer reserves all rights of acceptance or refusal of a Union recommendation pertaining to air traffic control procedural changes or proposals.

(G) Procedures.

(1). The Employer or Manager agrees to solicit input as promptly as possible from the Union.

(2). The Union agrees to review and provide input to the Employer or Manager as soon as possible.

ARTICLE 14
PERSONNEL ADMINISTRATION

Section 1. Employment Categories.

(A) Full-time Employees.

Employees are considered full-time when they are scheduled to work thirty three (33) or more hours per week. Full-time employees are eligible for full benefits.

(B) Part-Time Employees.
Employees are considered part-time when they are scheduled to work less than thirty-three (33) hours per week on average over a twelve-month period. Part-time employees who work seventeen (17) hours or more per week are eligible for benefits on a prorated basis. Part-time employees who work less than seventeen (17) hours per week on average over a twelve-month period are not eligible for benefits; however, if an employee in this category is scheduled to work on a holiday, then the employee will receive holiday pay in addition to the regular pay for the same number of hours worked.

Section 2. Assistant Manager.

(A) In the event the employer decides to fill a vacant Assistant Manager position, such selections will be made by Management. No current Assistant Manager will be downgraded or suffer loss of pay without just cause.

(B) If there is no Assistant Manager and the Manager is absent for five (5) workdays or more a qualified member of the bargaining unit may be requested to serve as Acting Manager and will be paid at the Manager's rate during the entire assignment. Based on availability and qualifications every effort will be made to rotate assignments to Acting Manager on an equitable basis.

Section 3. Personnel Records.

(A) At the time of employment, all employees must complete forms for personnel and employment records and information that the Employer must have to carry out its administrative processes. Employees shall be required to complete an Employment Agreement which states the terms and conditions of their employment and ensures understanding and acceptance of those terms and conditions by the Employer and the employee.

(B) In order to maintain accurate, current information, employees are required to notify the Employer of any changes to their personal data as promptly as possible but no later than ten (10) days after changes.

(C) All personnel and employment information shall be considered personal, confidential, and proprietary and shall be treated accordingly. Neither the Employer nor any employee of the Employer shall be permitted to disclose any financial information concerning any employee without that employee's written consent unless required by a court order. The Employer, the Area Manager or the Manager may verify employment and dates of employment only, and shall not divulge other such information without the employee's written consent.

(D) The Employer may, at either the request of or authorization by the employee, release information in the employee's personnel records to outside agencies.

Section 4. Personnel Files.

(A) There shall be one official personnel file for each employee which shall be maintained and kept secured in the corporate headquarters files. No other personnel file, official or unofficial, shall be maintained anywhere on an employee.

(B) Because distance makes it impossible to personally review the personnel file, an employee may request a copy of the file. Unless the employee specifically requests a copy of the Employment Agreement, it will not be provided and there will be no charge. If the employee requests the Employment Agreement, it will be provided at a charge of $.10 per page. Request for a copy of the personnel file shall be responded to as promptly as possible but not later than fifteen (15) days from date of receipt.

(C) The employees shall be permitted to reproduce any and all material in their personnel file.

(D) No material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file unless the employee has been provided the opportunity to review the material. The employee shall acknowledge reading the material by signing the actual copy to be filed. Such signature merely signifies that the employee has read the material to be filed and does not constitute agreement with its content.

(E) The employee shall have ten (10) days in which to provide a written response to any derogatory material placed in the personnel file. The employee's written response shall be attached to the file copy of the derogatory material. Any written response to the employee's response shall be attached to the file copy of the derogatory material.

(F) Derogatory material shall be removed from the employee's personnel file when a determination of inaccuracy or unfairness has been sustained.

(G) Any incident which may result in the formulation of derogatory material and has not been reduced to writing within fifteen (15) days of its occurrence and placed in the employee's personnel file shall not later be added to an employee's personnel file.

Section 5. Position Descriptions.

The Employer shall develop position descriptions for all employees in the bargaining unit and provide a copy to the Union.

Section 6. Performance Standards.

The Employer shall develop performance standards which shall be the criteria upon how an employee is assessed on abilities to perform duties as an air traffic control specialist in accordance with the position description.

Section 7. Performance Appraisals.

(A) The Manager shall conduct annual performance appraisals on each employee in the bargaining unit during each calendar year.

(B) Bargaining unit employees shall not be required to conduct performance appraisals on other bargaining unit employees nor shall they be required to provide input to the Manager regarding another bargaining unit employee's performance for the purpose of performance appraisals.

(C) Performance appraisals are limited strictly to how the employee performs the duties of an air traffic control specialist in accordance with the position description and performance elements and standards.

(D) If both the Manager and the employee agree, reference to how an employee completed an assigned additional task directly related to performance of air traffic control duties may be included in the employee's performance appraisal.

(E) Employee's performance shall be rated as either satisfactory or unsatisfactory.

(F) Written copies of all performance appraisals shall be provided to the employee.

(G) If an employee's performance is deemed to be unsatisfactory, the Manager must discuss the unsatisfactory performance with the employee, recommend courses of action for the employee to take to improve performance, and the employee must be afforded at least thirty (30) days to improve that performance prior to the writing of the performance appraisal.

(H) After the thirty (30) day improvement period has lapsed and an employee's previously identified unsatisfactory performance is rated as unsatisfactory in the written appraisal, disciplinary action may be taken against the employee.

Section 8. Unsatisfactory Performance Defined.

Unsatisfactory performance is defined as the demonstrated inability of an air traffic control specialist to apply correct procedures to the control of air traffic in accordance with established position description and performance standards and elements.

Section 9. Unsatisfactory Behavior.

(A) Unsatisfactory behavior shall be defined as disruptive behavior in the facility.

(B) Employees exhibiting unsatisfactory behavior will be subject to disciplinary action.

Section 10. Disciplinary Action.

(A) The Manager may impose disciplinary action upon an employee for unsatisfactory performance which continues after the thirty (30) day improvement period referenced in Section 7 or for unsatisfactory behavior.

(B) Disciplinary action may not be taken except for "just cause".

(C) Disciplinary action shall consist of verbal warning, written warning, suspension without pay or dismissal. In administering discipline, the principle of constructive (progressive) discipline shall be followed. Unless exigent circumstances exist (for example, verbal or physical threats, stealing, refusal to comply with instructions, falsifying documents,) constructive (progressive) discipline will normally be followed.

(D) Employees may submit a written explanation for the misconduct to the Manager who shall attach it to the written reprimand.

(E) Written reprimands may be placed in the employee's personnel file for a period not to exceed two (2) years at which time, pending no further recurrence of the offense, the reprimand will be removed from the personnel file.

(F) If an employee files a grievance based upon disciplinary action and the grievance is upheld, the disciplinary action documents will be immediately removed from the employee's personnel file and destroyed.

Section 11. Dismissals.

There shall be no dismissals except for just cause. The employee shall be notified in writing by the President or his designee of dismissal, with the effective date and reason for dismissal stated in such notice. The employee and the Union may proceed directly to the arbitration step in Article 19.

ARTICLE 15
SEVERANCE

Severance pay shall consist of all vested vacation and "H & W" monies sick leave at the current rate of pay plus any other accrued "H & W" monies. If termination is caused by death, the severance pay shall be paid to the employee's beneficiary(s) or to the estate.

ARTICLE 16
COMPENSATION

For the purpose of this Article, the words "pay" and "compensation" shall be synonymous.

Section 1. Base Pay.

(A) Effective the first full pay period after October 1, 2009 employees shall receive the basic hourly rate of pay as set forth in Annex C of this Agreement.

(B) The parties agree to review the wage rate annually thereafter. Such review must occur and agreement must be reached between the parties during the period from June 15 to August 1 each year for any wage rate changes to be effective the following October. The first wage rate review shall occur during the period from June 15 to August 1 of 2010.

(C) Wage rate changes determined for future years will be effective the first full pay period after October 1 of the applicable year.

(D) The Employer shall take no action to lower the base pay for full-performance controllers below that specified in paragraph (A) of this section.

Section 2. Health and Welfare Benefits Monies.

(A) Effective the first full pay period after October 1, 2009 employees shall receive $3.36 per hour in Health and Welfare benefits monies for all hours paid.

(B) The parties agree to review the Health and Welfare rates annually thereafter. Such review must occur and agreement reached between the parties during the period from June 15 to August 1 each year for any rate changes to be effective the following October. The first rate review shall occur during the period from June 15 to August 1 of 2010.

(C) Health and Welfare rate changes determined for future years will be effective the first full pay period after October 1 of the applicable year.

(D) For the purposes of this agreement, the terms "benefit monies", "H & W monies", and "H & W accounting" shall be synonymous.

(E) The Employer agrees to pay each employee "H & W" monies per hour in health and welfare benefits monies for all hours paid as determined according to Article 16, Section 2, for all hours paid except for cash out of vacation pay.

(F) Employees may choose to have their benefits monies applied to a range of Employer benefits as offered and outlined in the Employee Handbook and receive their balance, if any, in a cash payout.

(G) The Employer shall establish and maintain an accounting of the "H & W" monies for each employee.

(H) Employees will be paid any excess benefit monies after applicable deductions for federal, state, social security, Medicare and garnishments or liens if any. Excess benefit monies will be paid the first pay period following receipt of the funds from the FAA.

(I) 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.

Section 3. Differential Pay.

(A) Night Differential - Full performance level air traffic control specialists who work between the hours of 6 PM and 6 AM shall receive 1.1 times the employee's hourly rate of pay for each hour worked after 6 PM and before 6 AM .

Section 4. Overtime Pay.

Full performance level air traffic control specialists shall be compensated at a rate of one and one half times their regular hourly rate for all hours in excess of forty (40) hours worked in one week, based on a Sunday through Saturday time period.

Section 5. Holiday Pay.

(A) The number of Holidays are specified by facility in Annex D.

(B) If a full-time or part time employee works on a holiday, they shall receive holiday pay. Holiday pay shall be in addition to the employee's base rate and any applicable differential and overtime pay. Regardless of classification, all employees who work on the holiday will receive holiday pay equivalent to the number of hours worked, not to exceed a maximum of ten (10) hours of Holiday pay.

(C) 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.

(D) 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.

(E) 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.

(F) 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.

Section 6. Sunday Premium Pay.

If an employee works on a Sunday they will be paid at their rate of basic pay plus a Sunday premium of 25% of their 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 16, Section 4 is satisfied).

Section 7. Pay Administration.

(A) Forms. Employer provided time and attendance (T&A) forms shall be utilized for recording an employee's work time. Employees shall review and sign their T&A forms thereby verifying its accuracy and truthfulness, prior to its submission to payroll.

(B) Pay Periods. Pay periods shall be at two-week intervals and the payday shall be the Friday following the last day of the pay period.

(C) Pay Methods. Employees may elect to receive their pay by either electronic direct deposit to an account specified by the employee or by physical check.

(D) Pay Disbursement. The Employer will ensure that all steps are taken to ensure deposit of employees pay in their accounts on the scheduled payday for those employees electing electronic deposit. The Employer will ensure the physical paychecks are mailed via the United States Postal Service on the Friday following the last day of the pay period.

(E) Statement of Earnings and Deductions. On paydays each employee will be mailed a statement which will show the pay period ending date, hours worked, any differential, holiday, and overtime pay for the pay period and vacation leave totals to-date, gross and net pay, number of hours worked during the current pay period and current deductions.

(F) Non-receipt of Physical Paychecks and/or Statements of Earnings and Deductions. All employees have the option of electronic direct deposit. If direct deposits are not received in an employee's account by 4 PM on the scheduled payday, the Manager will contact the Employer's corporate headquarters and report non-receipt. The Manager of Payroll will begin tracking the routing of funds. If funds are not available to the employee by the following Monday, a replacement check will be issued and mailed via Priority Mail.

(G) Replacement Checks and/or Earnings Statements. All physical paychecks and/or earning statements will be mailed from corporate headquarters via regular United States Postal Service on the Friday following the end of the pay period. Postal delivery services vary, therefore the Manager will contact the corporate headquarters if paychecks are not received by the Thursday following the Friday payday. A replacement check will be issued and mailed via Priority Mail Service. Upon receipt of the overdue physical paycheck it shall be returned through the Manager to the corporate headquarters. If earnings statements have not been received within ten days of the mailing, the Employer will provide duplicate information to the employee. Duplicate statements are not available but duplicate information will be provided via Priority Mail Service.

ARTICLE 17
BENEFITS

Section 1. Benefit Payments

Except as otherwise provided below, benefits under this Article shall be paid from "H & W monies" and by the employee.

Section 2. 401(k) Retirement Savings Plan.
(A) Employer Requirements.

The Employer shall establish a 401(k) account for each employee who elects to participate. The Employer shall develop and print a booklet presenting a summary description of the plan and shall distribute said booklet to all employees.

(B) Rollover Contributions.

Employees may "roll over" any and all contributions from an eligible retirement plan established by a former employer into their 401(k) account either directly or through the medium of an individual retirement account.

Section 3. Health and Dental Insurance.

The Employer shall establish an optional dental plan and major medical insurance plan.

Section 4. Life Insurance.

The Employer will make available an optional life insurance policy for each employee with $20,000 term life and $20,000 accidental death and dismemberment coverage.

Section 5. Workers' Compensation Insurance.

The Employer shall provide a comprehensive workers' compensation insurance program at no cost to the employee.

Section 6. Vacation Leave.

(A) Vacation leave shall be paid from Employer funds based upon the employee's hourly base rate of pay.

(B) Vested
Vacation is vested for full time and prorated for part time employees on the employees anniversary date as depicted in the chart in Annex D

(C) Use of Vacation Leave.

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. 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.

(D) Scheduling of Vacation Leave.

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 employee requests the same vacation leave, seniority with the Employer shall take precedence.

(E) Payment of Vested Vacation Leave Upon Termination or Death of the Employee.

Upon an employee's termination of service by resignation or dismissal the Employer shall pay out all unused, vested vacation leave to the employee.

In the event of death of an eligible employee prior to termination, the Employer shall pay out all unused, vested vacation leave to the employee's designated beneficiary. In the absence of a designated beneficiary, the Employer will pay out all unused, vested vacation leave to the employee's estate.

Section 7. Sick Leave

(A) Accrual.

Full-time and part time employees may elect to accrue six days (48 hours) of sick leave from "H & W" monies. Part-time employees who work at least seventeen (17) hours per week may elect to accrue sick leave from "H & W" monies on a prorated amount based on the actual hours worked. Unused sick 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 sick 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.

In addition, 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.

(B) Use of Sick Leave.
Sick leave may be taken in one (1) hour increments and may be used for:

(1) Any disability arising from illness or non-work related injury.

(2) Any medical, dental, or eye examination/treatment for which arrangements could not be made for outside the employee's assigned duty hours.

(C) Approval of Sick Leave.

The Manager may approve sick leave up to three (3) consecutive working days without requiring a physician's certification.

(D) Payment of Sick Leave.

(1) Payment shall be at the employee's regular hourly rate of pay.

(2) Payment shall be made only for a working day for which the employee would have received pay. Employees out sick during their regular days off shall not receive pay for sick leave nor shall they be charged for sick leave.

(3) If a holiday falls on a day of an employee's sick leave, the employee shall be paid holiday leave for that day and no charge shall be made against the employee's sick leave balance for that day.

(4) Employees with a negative "H & W" accounting balance may not be eligible for paid sick leave.

(E) Notification.

To be placed on sick leave, the employee shall be responsible for notifying the Manager. Such notification shall be made as soon as reasonably possible. The employee is responsible for notifying the Manager as to the reason(s) for absence and its probable duration.

Section 8. Accrual of All Other Leave.

Full-time and part-time employees may elect to accrue three days (24 hours) of Other leave from "H & W" monies. 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.

Section 8. Accrual of All Other Leave.

Full-time and part-time employees may elect to accrue three days (24 hours) of Other leave from "H & W" monies. 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.

Section 9. Court Leave.

(A) Jury Duty.

Employees called to serve on juries shall be excused from assigned hours on any day they report for jury duty.

(B) Witness Duty.

Employees ordered to serve as a witness in a court proceeding shall be excused from assigned hours on any day they report for witness duty.

(E) Payment.

The Employer will grant one day of Employer paid leave annually for jury or witness duty if such duty is required on a day the employee is regularly scheduled to work. The employer paid leave for such duty is not accruable and may not be cashed out. Paid time off is prorated based on the eligible employee's work category. Provided overtime is not required, the ATM may approve an employee's request to change days off with another qualified employee in order to perform jury or witness duty on a scheduled workday.

(D) Notification.

Subpoenas for court duty, either jury or witness, shall be shown to the Manager as soon as reasonably possible after receipt of such.

(E) Return to Work.

Providing that an employee is not a member of a sequestered jury, employees released from court more than two (2) hours before the end of a shift that the employee would normally be scheduled for shall return to work for the remainder of that shift. At the employee's request and approval by the Manager, if eligible, the employee may be placed on vacation leave for any part of the remaining scheduled workday beyond the jury duty assignment.

Section 10. Bereavement Leave.

(A) The Employer will grant one day of Employer paid leave annually for any employee who suffers a loss of a loved one in their immediate family. Bereavement leave is not accruable and may not be cashed out. "Immediate Family" is defined as the employee's spouse, parents, spouse's parents,

children, grandchildren or siblings. Paid time off is prorated based on the eligible employee's work category.

(B) The relationships enumerated above shall include those arising from marriage or adoption.

Section 11. Military Leave/National Guard/Military Reserve Duty Leave.

(A) An employee who is a member of the National Guard/ Military Reserve shall be allowed National Guard/ Military Reserve Duty Leave for annual field training for a period not to exceed fifteen (15) calendar days at any one time. Provided no overtime is required to back-fill for the employee, the employee will receive the difference between the military pay and RVA base pay. Such pay may be up to ten work days depending on the employees work schedule.

(B) If called to active duty, the period of paid leave shall not exceed thirty (30) days. Employees with a negative" 256" accounting balance may not be eligible for paid leave.

Section 12. Emergency Leave.

(A) During emergencies which officially close the Employer's facilities, employees may be granted paid emergency leave.

(B) Emergency leave for temporary short-terms will be paid from Employer funds based upon the employee's hourly base rate of pay. Pay for longer periods of work interruption is subject to approval of the Contracting Officer of the Federal Aviation Administration. Employees shall not be required to pay any portion of emergency leave from "H & W" monies.

Section 13. Leave Without Pay

(A) The Employer may grant an employee a short period of leave without pay not to exceed thirty (30) days.

(B) The Employer shall provide Federal Family and Medical Leave Act leave consistent with applicable law.

Section 14. Time Off to Vote.

(A) The Employer recognizes civic responsibilities and encourages employees to fulfill their civic responsibilities by participating in elections.

(B) The Manager may grant up to two hours paid time off to vote. This time may be granted to employees whose work schedules prevent them from voting during the time polls are open.

ARTICLE 18
INFORMAL DISCUSSION

Section 1. Objective.

It is the declared objective of the Manager and the Union to encourage the prompt and informal resolution of complaints at the lowest level as they arise and to provide early recourse to orderly procedures for the satisfactory adjustment of complaints through the medium of informal discussion meetings.

Section 2. Purpose.

It is the purpose of informal discussions to permit the affected employee(s), the Union, and the Manager to freely present, receive, and/or exchange information and their viewpoints regarding any complaint, problem, or concern relating to the Articles of this Agreement.

Section 3. Employer Recognition.

The Employer recognizes that employees are entitled to file and seek resolution of complaints under the provisions of this Article. The Employer agrees not to interfere with, restrain, coerce, or engage in any reprisal against any employee or Union representative for exercising their rights under this Article.

Section 4. Retention of Rights.

Neither the rights of the Union nor the employee shall be affected by this Article. The Union and the employee(s) retain the right to waive the provisions of this Article at any time and proceed under the provisions of Article 19.

Section 5. Notification-Initial Time Limit.

When an issue arises, the affected employee(s), or the Facility Representative shall notify the Manager within ten (10) days of the event giving rise to the issue.

Section 6. Meetings.

(A) An informal discussion meeting with the affected employee(s), the Facility Representative, and the Manager shall be held within ten (10) days after notification to discuss the issue.

(B) If the issue involves pending discipline, disciplinary action shall not be issued during the meeting.

Section 7. Issue Resolvement.

(A) The participants shall attempt to resolve the issue to the satisfaction of all by mutual agreement.

(B) Should the participants be unable to resolve the issue, the Manager shall render a written decision and transmit the decision to the affected employee(s) and the Facility Representative within ten (10) days after the meeting.

(C) Upon receipt of Manager's decision, the affected employee(s) and/or the Union may, within ten (10) days proceed under Article 19, Section 6 (G), Step 2.

ARTICLE 19
GRIEVANCE PROCEDURES

Section 1. Statement of Objective.

It is the declared objective of the parties to encourage the prompt resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances. Employees are encouraged to seek resolvement of concerns under the provisions of Article 18 of this Agreement prior to submitting grievances under this Article.

Section 2. Employer Recognition.

The Employer recognizes that employees are entitled to file and seek resolution of grievances under the provisions of this Article. The Employer agrees not to interfere with, restrain, coerce, or engage in any reprisal against any employee or Union representative for exercising their rights under this Article.

Section 3. Definitions.

(A) A "grievance" shall mean a written complaint by an employee, in the bargaining unit or the Union, that there has been a violation or misinterpretation of any of the provisions of this Agreement, Employer personnel policy, regulation or procedure.

(B) "Employee" shall mean an individual employee having a grievance.

(C) "Days" shall mean work days, excluding any days observed by the Employer as a holiday.

(D) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the Manager or the Union.

(E) "Union Representative" means any Union designated representative at either the local, state, or national level.

Section 4. Dispute Resolution.

An employee shall have the option of utilizing the unfair labor practice procedures as provided by law or other such avenues as provided by law or the grievance/ arbitration procedures contained in this Article.

Section 5. Union Representation.

(A) An employee who chooses to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether or not the employee shall be represented by the Union as exclusive representation. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1

meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision mutually agreed to by the Employer and the Union shall be in writing and binding upon both parties.

(B) Any employee or group of employees covered by this Agreement may present grievances without the assistance of exclusive representation, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the processing of a grievance under this grievance procedure unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement.

(C) The Executive Director of the Union shall furnish the Employer a list of Union Representatives authorized to participate in the grievance procedure. The Employer will not recognize any person as a Union Representative whose name does not appear on the list.

(D) Grievance meetings, if required, shall be held within seven (7) days after an employee files a grievance. Required participants scheduled for work at the time of the meeting may be excused from work without loss of pay for that purpose.

Section 6. Procedures.

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Employer to take the action complained of, subject however, to the final disposition of the grievance.

(B) The resolution of a grievance shall not establish a precedent binding on either the Union or the Employer in any other grievance.

(C) A grievance may be withdrawn by the grievant at any time, for any reason, and at any step of the grievance procedures. A withdrawn grievance may be re-filed within the time limits specified in (1) (a) below.

(D) Time limits enumerated below shall be binding on all parties unless waived in writing by the parties.

(E) If an employee initiates a grievance procedure and fails to appeal a decision to a higher level, the decision rendered prior to failure to appeal shall be final and binding.

(F) If any Employer representative fails to issue a decision at any step of the grievance procedure, the grievant and/or the Union may immediately proceed to the next step of the procedure.

(G) Grievances shall be presented and adjusted in the following manner:

(1) Step 1- Grievances at the Manager's Level

(a)Within seven (7) days of an event giving rise to a grievance or within (7) days of the time the employee should have been reasonably expected to have learned of the event, an employee may submit a written grievance to the Manager for resolution. Grievances filed as a result of the employee's and/or the Union's disagreement with a decision rendered by the Manager at the informal discussion level shall be submitted within seven (7) days after receipt of the decision.

(b) In filing a written grievance, the employee shall set forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(c)The Manager shall meet with the employee, and Union Representative if applicable, to discuss the grievance and shall communicate a decision in writing to the employee and Union Representative, if any, within seven (7) days following the date of the meeting.

(d) If dissatisfied with the Manager's decision, the employee and/or the Union may appeal the decision to the Employer's Area Manager within seven (7) days after receipt of such decision.

(2) Step 2 - Grievances at the Area Manager Level

(a) Appeals to the Area Manager shall be submitted by the employee and/or the Union, in writing and shall include copies of the original written grievance and Manager's decision.

(b) The Area Manager may, at his discretion, choose to meet with the employee and/or the Union to discuss the grievance appeal. The Area Manager shall communicate a decision in writing to the employee and Union Representative, if any, within ten (10) days following receipt of the appeal.

(c) If dissatisfied with the decision of the Area Manager, the employee and/or the Union may appeal the Area Manager's decision to the Chief Executive Officer or designee within ten (10) days after receipt of such decision from the Area Manager.

(3) Step 3 - Grievances at the Chief Executive Officer or designee Level

(a) Appeals to the Chief Executive Officer or 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.

(b) The Chief Executive Officer or designee may, at his discretion, choose to meet with the employee and/or the Union to discuss the grievance appeal. The Chief Executive Officer or designee shall communicate a decision in writing to the employee and Union Representative, if any, within ten (10) days following receipt of the appeal.

(c) If dissatisfied with the decision of the Chief Executive Officer, the employee may present the grievance to the Federal Mediation and Conciliation Services (FMCS) for arbitration. Such submission shall be made within ten days of receipt of the Chief Executive Officer's decision.

Section 7. Arbitration.

(A) Grievances submitted for arbitration shall contain copies of the original grievance, all appeals, and all written decisions rendered.

(B) Parties to the arbitration shall be the employee, the Union if applicable, and a representative of the Employer.

(C) The parties shall select an arbitrator from the list of names of arbitrators forwarded by the FMCS.

(D) Such selection shall be made by each party alternately striking out the name of a potential arbitrator from the list. A flip of a coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance.

(E) The arbitrator's fees and expenses shall be shared equally by the Union and the Employer. If a verbatim transcript of the hearing is made and either party desires a copy of the transcript, that party will bear the expense of the copy or copies. The parties shall share equally the cost of any transcripts supplied to the arbitrator.

(F) Facts or arguments not presented elsewhere in the grievance processing procedures may not be raised at arbitration in support of the grievance by any of the parties.

(G) The decision of the arbitrator shall be final and binding on all parties.

Section 8. Mediation.

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

ARTICLE 20
DRESS CODE

Section 1. Dress and Appearance.

Employees shall groom and attire themselves in a neat, clean manner.

Section 2. Neckties.

Neckties shall not be mandatory nor shall employees be required to wear neckties at any time.

Section 3.

The display and wearing of union insignias and symbols shall not be considered inappropriate.

ARTICLE 21
SENIORITY AND LAYOFF

Section 1. Seniority.

Seniority is defined in the following manner:

(A) The continuous length of service at the facility with the Employer and it's immediate predecessor.

(B) Service Seniority -- The total length of service with the Employer.

(C) Seniority shall continue to accrue for all types of approved leave except for leave without pay in excess of 30 days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with that law. Employees ordered to military active duty will not lose seniority.

Section 2. Loss of Seniority.

Employees shall lose seniority only for the following:

(A) Termination for "just cause".

(B) Retirement.

(C) Resignation.

(D) Expiration of the one-year period following layoff.

Section 3. Layoff and Recall.

(A) Before any permanent employee shall be laid off, all temporary and probationary employees at the facility shall have been dismissed in that order. The layoff of permanent employees shall be in inverse order of length of service with the Employer at the facility. In the event that two or more employees affected have the same amount of seniority, the earliest birth date shall prevail.

(B) Any laid off employees shall be recalled to their position or other such position at the facility for which they may be qualified within the inverse order of layoff. No new employee (controllers) shall 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. Employees shall be notified of recall opportunities by certified mail. Each employee shall have ten (10) days to respond to the Area Manager as to whether they accept the notice of recall. If the laid off employee is notified by telephone, the employee shall have five (5) days to respond to notice of recall either verbally or in writing.

(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.

Section 4. Probationary Period

New employees shall be considered probationary for a period of ninety (90) days from the date of hire. During such probationary period an employee may be terminated at the discretion of the Employer and shall not have access to the grievance and arbitration procedures as defined by this Agreement.

ARTICLE 22
TRANSFERS/VACANCIES/PLACEMENTS

Section 1. Transfers.

(A) An employee who desires to transfer to another facility shall make a written application for transfer to the Area Manager in which the facility is located. The written application shall contain the employee's date of employment with the Employer. The application will be placed on file with the Area Manager and be maintained for one year.

(B) If a vacancy occurs at the facility to which the employee has requested transfer and for which the employee is qualified, the employee will be given priority consideration for transfer before a new employee is hired, provided the Area Manager determines staffing requirements can accommodate the transfer. This shall not apply in an emergency situation where a vacant position must be filled immediately. Under normal circumstances, an employee must have at least one year at the facility before becoming eligible to request transfer.

(C) In the event two employees apply for transfer to the same facility, all other things being equal, the employee with the greatest service with the Employer shall be offered the transfer.

(D) An employee who is transferred shall receive the rate of pay applicable for the facility to which transferred. It shall be the employee=s responsibility to ascertain from the Area Manager the rate of pay for the position to which transferred.

Section 2. Vacancies.

Employees may telephone the Area Manager for information regarding current or pending vacancies, if known, under the Area Manager's jurisdiction. The Area Manager will advise the employee of any available vacancies.

Section 3. Placements.

If a new contractor has been awarded the contract at the facility, the Employer shall promptly notify the employees. The Employer shall exert its best efforts to have the new contractor retain the current

employees. If such efforts do not succeed, the Employer, time permitting, will offer employees the first right of refusal for vacancies at other RVA facilities which the Employer intends to fill. The intent of this Section is to provide as much job security as possible while recognizing the Employer can not guarantee employment with the new contractor or at other RVA facilities.

ARTICLE 23
REPLACEMENT OF PERSONAL PROPERTY

(A) In the event a personal article, (e.g., clothes, watch, glasses) is damaged in the facility through no fault of their own, the employee may submit a written request for reimbursement to the Manager who will forward it to the sponsor.

(E) Reimbursement under this Article shall be actual cost not to exceed $100.00 per article if the reimbursement is not covered by the sponsor. This Article shall not apply to damage caused by Acts of God.

ARTICLE 24
OCCUPATIONAL SAFETY AND HEALTH

Section 1. Employer Compliance.

To the extent that the Employer has control at the facilities listed in Annex A the Employer will abide by P.L. 91-596 and Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.

Section 2. Reasonable Effort.

The Manager with the cooperation of the Union and the bargain unit employees shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be

considered include, but are not limited to, adequate rest rooms, proper heating, air conditioning, ventilation, air quality, lighting and water quality.

Section 3. Safety Meetings.

The Manager and the Facility Representative shall meet at mutual agreeable times to review the status of occupational and health matters at the facility.

ARTICLE 25
PARKING

Section 1. Accommodations.

Parking accommodations at the facilities shall be governed by the Airport Manager and/or the FAA..

ARTICLE 26
SUBSTANCE TESTING

Section 1.

Substance testing will be conducted in accordance with applicable laws and the Employer's plan as approved by the Federal Aviation Administration.

Section 2.

An employee subjected to substance testing because of reasonable suspicion shall be entitled to Union representation. Reasonable suspicion is defined as direct observation of physical or mental impairment. Substance testing shall not be utilized as discipline.

Section 3. 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 27
FACILITY CLEANLINESS

Section 1.

The Manager and bargaining unit employees will be responsible for cleaning up and throwing in the trash such material or food following personal use.

Section 2.

Janitorial services will not be the responsibility of the bargaining unit employees.

ARTICLE 28
SURVEYS AND QUESTIONNAIRES

Section 1. Employer Recognition.

The Employer recognizes that it is in the best interest of the Employer to have Union support for surveys of bargaining unit employees.

Section 2. Union Review.

The Employer shall not conduct surveys at the facility without providing the Union an opportunity to review and comment on the questions and related issues. The Union shall be provided an advance copy of any survey(s), prior to their distribution to bargaining unit employees, and shall have a period of five (5) days to review the survey prior to its distribution.

Section 3. Official Time.

All surveys conducted of bargaining unit employees may be done on official time.

Section 4. Participation.

Participation in surveys by bargaining unit employees shall be voluntary.

ARTICLE 29
EDUCATION

Employees who take Aviation/Transportation related courses, approved in advance by the Employer, will be reimbursed for tuition not to exceed $250.00 per calendar year. Cost of books and supplies are not included. Payments will be made upon evidence of successful completion of the course work.

ARTICLE 30
HOURS AND WATCH SCHEDULES

Section 1. Basic Workweek.

(A) The basic workweek shall be Sunday through Saturday.

(B) The facility hours of operation are determined by the airport sponsor and/or the FAA. Workweeks and workdays for full-time and part-time employees shall be established to meet these requirements.

(C) 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. The scheduled workweek for fulltime employees will average 40 hours a week effective the first full pay period after October 1, 2009.

(D) To the extent practicable, the employees will normally be given four weeks' notice of any change in scheduled hours.

Section 2. Basic Watch Schedule.

(A) The basic watch schedule is defined as the week in the year, days in the week, hours in the day, rotation of shifts, and regular days off compiled and published without assignment of employee names to the schedule.

(B) Individual shift assignments to the watch schedule shall be made in such a manner as to equitably distribute hours to each bargain unit employee.

(C) The basic watch schedule may be changed by the employer to meet operational needs.

(D) The Manager will make every reasonable effort to avoid changes once individual assignments to the watch schedule have been posted.

ARTICLE 31
OPERATIONAL POSITION ROTATION AND RELIEF PERIODS

Section 1. Position Rotation.

(A) When shift staffing permits, employees shall not be required to work an air traffic control operational position for more than two (2) consecutive hours without a break.

(B) When shift staffing permits, operational position assignments shall be rotated among the qualified employees on that shift.

Section 2. Relief Periods.

(A) For the purpose of this Article, the terms "relief periods" and "break" shall be" synonymous.

(B) The term "break" is defined as a period of time in which no duties are assigned.

(C) When traffic conditions permit, air traffic control operational positions shall be combined to facilitate breaks.

Section 3. Meal Break.

Staffing permitting, employees shall be provided a 30-minute uninterrupted meal break.

ARTICLE 32
CONTROLLER-IN-CHARGE

Section 1. Assignment of Duties.

Controller-in-Charge (CIC) duties shall be assigned in accordance with the Federal Aviation Administration's Facility Operation and Administration Handbook, 7210.3.

Section 2. Intent.

The CIC is intended to provide watch supervision for the continuous operation of a facility. Assignment of bargaining unit employees to CIC duties is used, when required, to supplement the Management, but not to eliminate the need for filling a vacant Manager position.

Section 3. Authority.

When assigned CIC duties, a bargaining unit employee shall be given sufficient authority to fulfill the responsibilities of the assignment. General guidance for the shift may be conveyed in facility directives and/or during the shift position briefing.

Section 4. Facility Representative.

When other qualified bargaining unit employees are available, Facility Representatives shall not be required to perform CIC duties.

ARTICLE 33
CONTROLLER PERFORMANCE

Section 1. Difference.

The parties recognize that the employees are accountable for ensuring that their performance conforms with published standards. In the event of a difference in professional opinion between an employee and the Manager or a CIC, the employee shall comply with the instructions of the Manager or the CIC who shall assume responsibility for their own decisions.

Section 2. Full Performance Level Controller (FPL).

If a FPL controller is relieved from their position of operation by the Manager because of the controller's alleged unacceptable performance of duty, the controller, if requested, shall be given a written explanation of the reason for such action by the Manager, as soon as practical. The written explanation is not to be construed as constituting notice of proposed disciplinary action.

ARTICLE 34
QUALIFICATIONS

Section 1. Requirement.

(A) 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.

(B) The Employer will pay the costs associated with basic routine annual Class II physical examinations.

Section 2. Conduct.

Annual physical examinations shall be conducted by a certified Aviation Medical Examiner (AME).

Section 3. Waivers.

Waivers (special considerations) to the medical certificate will be accepted if approved by the Federal Aviation Administration.

Section 4. Scheduling.

(A) The employee shall ensure a Class II Medical examination is scheduled prior to the last day of the month in which his/her medical certificate expires.

(B) Medical examinations shall be scheduled on the employee's duty time unless the employee requests otherwise.

Section 5. Payments.

If the employees of the bargaining unit desire, they may arrange for a single Aviation Medical Examiner and the Employer will arrange to make direct payments to such Examiner. If an employee elects not to use this Examiner, payment shall be made in the usual manner.

Section 6. Discharge.

The Employer shall not be responsible and shall have no liability for discharge of any bargaining unit employee which is directed in writing to the Employer by a contracting authority, including the FAA, or any state, county, municipal or other contracting authority, or any airport authority. Employees discharged for events described in this Section 6 of this Article 34 shall have no recourse against the Employer under the grievance and arbitration provisions of this Agreement pertaining to this termination.

ARTICLE 35
AIR TRAFFIC CONTROL FACILITY EVALUATIONS

Section 1. Recognition.

The Union recognizes the right of the Federal Aviation Administration to conduct periodic Air Traffic Control Facility Evaluations and follow-ups in accordance with their rules, regulations, and procedures.

Section 2. Notification.

The Manager will notify the Union in advance of any scheduled evaluation or follow-up. Normally, the advance notice period shall be at least 30 days.

Section 3. Union Rights.

(A). The Facility Representative shall be provided a copy of the final reports for full facility or follow-up evaluations.

(B). The Facility Representative, or designee, is entitled to attend formal discussions conducted with bargaining unit members regarding individual performance during the evaluation consistent with the terms of this Agreement.

Section 4. Facility Evaluations

Internal Facility Evaluations are very beneficial in ensuring a safe and professional service to users of the National Airspace System. The ATM will request volunteers from the controller workforce to participate in these evaluations. The ATM may select controllers to participate if there are no volunteers and such selection shall be made on an annual rotating basis. The facility representative may volunteer but will not be required to participate in the evaluations.

ARTICLE 36
CONTROLLER CERTIFICATION

Section 1. Full Performance Level Positions.

Employees hired for full performance level positions shall attain full facility certification in all operating positions in the control tower.

Section 2. Facility Certification.

Employees will normally be required to be facility certified only in the facility in which employed unless there are unusual or emergency circumstances that require otherwise.

Section 3. Contingencies.

(A) In the event of emergencies, employees may be temporarily assigned to another facility of the Employer to provide augmentation. The employee shall be provided the time necessary to become qualified at the facility. However, if the employee is unable to become qualified the employee shall return to his/her own facility without negative consequences.

(B) Such assignments will normally not exceed sixty (60) days.

(C) Normally, no employee shall be required to serve more than three (3) temporary assignments.

(D) The Employer shall pay reasonable and customary costs (not to exceed government rates as published by GSA) for expenses such as transportation, meals, lodging, laundry and dry cleaning.

ARTICLE 37
TRAINING

Section 1. Agreement.

The parties agree that the Employer determines individual training methods. Employees will be given the opportunity to receive training in a fair and equitable manner.

Section 1. Union Comment.

The Facility Representative shall be given the opportunity to comment on the facility training program.

Section 2. Remedial Training.

Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, he/she shall be notified, in writing, of the specific subject areas to be covered and the reasons therefore. The training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record.

Section 4. Training Directive Waivers.

In the event the Employer issues a waiver to any training directives, the waiver will be issued in writing and a copy shall be forwarded to the Union at the corresponding level.

Section 5. Familiarization Trips.

Familiarization trips on official time by employees to visit other ATC facilities will be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operations of other facilities.

ARTICLE 38
ON-THE-JOB-TRAINING

Section 1. Compensation.
Employees 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 worked providing training on an operational position.

Section 2. On-The-Job Training.

On-the-job training will be provided by qualified employees.

Section 3. Trainers/Evaluators.

The Manager retains the right to select employees to provide on-the-job training. Under normal circumstances, assignments will be rotated on an equitable basis among qualified employees.

Section 4. Duties.

When other qualified employees are available, the Facility Representative shall not be required to perform on-the-job training.

Section 5. Evaluation.

OJT instructors may recommend a trainee for certification evaluation. However, the final evaluation shall be the responsibility of the Manager.

ARTICLE 39
EMPLOYEE RECERTIFICATION

Section 1. Notice.

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 will be given written notice detailing the specific reason(s) for this action.

Section 2. Agreement.

The parties agree that the Federal Aviation Administration's Order 3120.4 and 7210.3 contains the standards and procedures for the recertification process. If training is to be provided before or during recertification, it shall be individually developed and shall only be administered to correct identified deficiencies.

Section 3. Review.
Upon request, the employee shall have the opportunity to review the information used in making the determination for a training and/or recertification program, and to discuss the reasons for making the determination with the Manager.

ARTICLE 40
INDEMNIFICATION

Section 1. Employer Responsibility.

In the event an employee is named as a defendant in litigation arising from performance of duties within the course and scope of employment with the Employer, the Employer will provide legal counsel and will protect the employee's legal rights in accordance with the Employer's own protection and coverage allowable under the corporate liability policy at the airport where the incident occurred.

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 41
NO STRIKE NO LOCKOUT

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

ARTICLE 42
VOLUNTARY RECOGNITION

This Article describes procedures for voluntary recognition of PATCO as the collective bargaining agent at an RVA air traffic control tower (ATCT) not currently certified by the National Labor Relations Board (NLRB).

To obtain recognition at a particular ATCT, PATCO must present to RVA valid standard authorization cards signed by a majority of the non-supervisory air traffic control specialists employed at that facility. To be valid, the authorization cards must contain the printed and signed names of the employees and must be dated within the 90-day period immediately preceding the PATCO request for voluntary recognition.

Upon receipt of the PATCO request and authorization cards, RVA will determine the validity of the information submitted and, if there are no questions as to validity or majority, will grant voluntary recognition within 30 days thereafter. This grant will have the same force and effect as a certification by the NLRB and a copy will be provided to the NLRB for its records.

In the event RVA determines there is a question as to validity or majority, it may decline to grant voluntary recognition and PATCO may petition the NLRB. A sample form for Voluntary Recognition is depicted in Annex E.

ARTICLE 43
DURATION

Section 1. Period of Agreement.

This Agreement shall remain in effect for a period of thirty six (36) months commencing on the effective date specified below and shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party. The written notice must be given not more than one hundred twenty calendar (120) days or less than sixty (60) calendar days preceding the

expiration date of the Agreement. Such notices shall contain the title(s) the parties wish to add, alter, or amend.

Section 2. Negotiation.

In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

Section 3. Re-Opener.

Either party may give written notice not more than one hundred twenty (120) calendar days or less than sixty (60) calendar days preceding the anniversary date of this Agreement to open negotiations annually for changes to this Agreement on up to two articles. Those provisions the parties do not request to reopen shall remain in full force and effect. Those provisions which are reopened shall remain in full force and effect until modified and executed. Excluding Article 17 and Annex D as a minimum, shall remain in effect for thirty six (36) months from the effective date; therefore the reopener provision does not apply to the stated Article and Annex.

Section 4. Agreement.

The Articles contained herein constitute the full and complete agreement between the Union and the Employer and shall not be changed, altered, modified, or amended by either party unless such changes are reduced to writing and signed by both parties signatory to this Agreement.

Section 5. Effective Date.

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

For the Union:

Jack Seddon Date 4/23/09
Jack Seddon
Executive Director

Jack Seddon Date 4/23/09
Jack Seddon
Executive Director

For the Employer:

Wil Mowdy Date 4/23/09
Wil Mowdy
VP, Operations

Charlie Dove
Charlie Dove
President

May 14, 2009
Date

DEFINITION OF TERMS

"H & W" Monies - "H & W" monies are to be paid by the Employer to each employee for health and welfare benefits for each hour paid including severance pay

Agreement - A collective bargaining labor agreement between the Employer and the employees

Anniversary Date - The date an employee begins employment with the Employer

Area Manager - An employee of the Employer who is not a member of the bargaining unit responsible for providing guidance, direction, and management assistance to the Manager

Bargaining Unit - All employees represented by the Union that have been merged or through election or voluntary recognition will be an accretion to the merged unit.

Break - A period of time during which no duties are assigned

Day(s) - Calendar days unless specified otherwise in the Agreement

Employee(s) - All employees represented by the Union in the bargaining unit

Employer – Robinson Aviation (RVA), Incorporated

Grievance - A complaint by an employee in the bargaining unit or the Union that there has been a misinterpretation of any of the provisions of the Agreement, Employer Personnel Policy/ Regulation / Procedure

Manager - The Manager - An employee of the Employer who is not a member of the bargaining unit and is responsible for daily management of the resources, and personnel at the facility.

Night Differential - A night pay differential amounting to ten (10) percent of the rate of basic pay for all employee hours worked between the hours of 6:00 PM and 6:00 AM

Normal Workday - As defined by shift within the watch schedule

Normal Workweek - As defined by the watch schedule

Shall - A mandatory term

Union - Professional Air Traffic Controllers Organization

Will - A mandatory term as used in this contract

ANNEX A

MEMORANDUM OF UNDERSTANDING

by and between

Robinson Aviation (RVA), Inc. and the Professional Air Traffic Controllers Organization (PATCO), a division and affiliate of the Federation of Physicians and Dentist/Alliance of Health Care and Professional Employees, NUHHCE, AFSCME, AFL-CIO.

PATCO is the exclusive collective bargaining agent for the air traffic controllers employed by RVA and/or RVA's subcontractor/s a the following locations:

St. Petersburg, FL
Key West, FL
Wiley Post, OK
St. Croix, USVI
Craig Field, FL
Naples, FL
Stuart, FL
Gwinnett County, GA
Lawton, OK
Cecil Field, FL
Hickory, NC
Boca Raton, FL
New Bern, NC
Hilton Head, SC
Titusville, FL
Arlington, TX
Grand Prairie, TX

PATCO and RVA agree that, while PATCO was certified separately in each of these locations by the National Labor relations Board, or granted voluntary recognition by the employer, the employees at these locations have been merged into one bargaining unit.

It is understood and agreed that if and when PATCO is certified by the NLRB as the collective bargaining agent, or granted voluntary recognition, for an additional facility or facilities, such facility or facilities will automatically be covered by the master agreement, (except for Annex B) and the employees at such facilities will be merged into this single bargaining unit.

ANNEX B

Article 12, Section 6(C) as it applies to Stuart, Florida reads as follows:

(C) The Sponsor has agreed to provide lockers if they are available from the Martin County excess equipment. The Sponsor further agreed to provide lockers in the new tower when it is completed.

Article 12, Section 6(C) as it applies to Gwinnett County, Georgia reads as follows:

(C) The Employer agrees to request the Sponsor to provide lockers from the Gwinnett County excess equipment.

ANNEX C

FACILITY	OCT 2009
ST. PETERSBURG, FL	$26.92
KEY WEST, FL	$28.14
WILEY POST, OK	$27.08
ST.CROIX, USVI	$26.92
CRAIG FIELD, FL	$26.92
NAPLES, FL	$28.14
STUART, FL	$28.14
GWINNETT CO, GA	$27.43
LAWTON, OK	$26.92
CECIL FIELD, FL	$26.92
HICKORY, NC	$26.92
BOCA RATON, FL	$28.14
NEW BERN, NC	$26.92
HILTON HEAD, SC	$26.92
TITUSVILLE, FL	$26.92
ARLINGTON, TX	$27.80
GRAND PRAIRIE, TX	$27.67

(B). Full performance level air traffic control specialist employed at St. Croix, USVI shall receive a cost-of-living allowance (COLA) in the amount of $2000.00 per year which will be included in the bi-weekly paychecks effective the first full pay period after October 1, 2009.

ANNEX D

PATCO is the collective bargaining agent certified by the National Labor Relations Board (NLRB) for bargaining unit employees employed by RVA at facilities listed in this Appendix. Holidays are specified by facility in the chart. Length of vacation is vested after a specified number of years as depicted in the chart below:

FACILITY	HOLIDAYS	2 WEEKS VACATION	3 WEEKS VACATION	4 WEEKS VACATION
ST. PETERSBURG, FL	10	1	5	15
ST. CROIX, USVI	10	1	5	10
NAPLES, FL	10	1	5	15
STUART,FL	10	1	5	15
GWINNETT COUNTY, GA	10	1	8	15
CRAIG FIELD, FL	10	1	8	15
WILEY POST, OK	10	1	10	15
BOCA RATON, FL	10	1	5	15
HICKORY, NC	10	1	10	15
LAWTON, OK	10	1	10	15
KEY WEST , FL	10	1	5	15
NEW BERN, NC	10	1	8	20
CECIL FIELD, FL	10	1	8	15
HILTON HEAD, SC	10	1	8	15
TITUSVILLE, FL	10	1	5	15
ARLINGTON, TX	10	1	5	15
GRAND PRAIRIE, TX	10	1	5	15

ANNEX E

Sample Form

_____
(date)

Mr. Gerald R. Tuso
PATCO National Rep.
802 BMW Drive
Ellijay, GA 30540

Dear Mr. Tuso:

I have reviewed your request for voluntary recognition dated_____ at the ABC ATCT.

Based upon your presentation of valid standard authorization cards signed by a majority of the non-supervisory air traffic control specialists employed at that facility, PATCO is recognized as the collective bargaining agent effective with the date of this letter.

Sincerely,

Wil Mowdy
VP, Operations

cc: NLRB

RVA VOLREC Form