



# **COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**National Air Traffic Controllers Association**

**And**

**Robinson Aviation (RVA), Inc.**

**December 11, 2016 to December 30, 2020**



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## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT**

**Section 1.** This Agreement is made by and between the National Air Traffic Controllers Association (hereinafter, "NATCA" or "the Union") and Robinson Aviation (RVA), Inc. and any and all subcontractors thereof, including, but not limited to, CI<sup>2</sup> Aviation Inc. (hereinafter, "RVA" or "the Company" or "the Employer" or "CI<sup>2</sup>"). The Union and the Employer are herein referred to collectively as "the Parties."

**Section 2.** Neither the Company, the Union, nor any of their agents shall interfere with, restrain, coerce or intimidate employees because of membership or non-membership in the Union. It is agreed that there shall be no discrimination by the Company or the Union on any basis protected by applicable local, state or federal law, or on the basis of sexual orientation.

**Section 3.** The term "day" and "days" as used in this Agreement shall mean calendar days.

## **ARTICLE 2**

### **UNION RECOGNITION AND REPRESENTATION**

**Section 1.** The Employer hereby recognizes the Union as the exclusive bargaining representative of air traffic control specialists employed at the air traffic control towers listed in Appendix I to this Agreement, pursuant to Section 9(a) of the National Labor Relations Act.

**Section 2.** The Employer agrees that, with respect to each of its facilities where NATCA is the exclusive bargaining representative, as provided for in Section 1 of this Article, the terms and conditions of this Agreement shall become applicable to employees employed at such facility. The terms and conditions of this Agreement will also become effective upon a certified election at the Employer's other facilities, unless otherwise stated in this Agreement. However, no employee shall suffer a loss of pay or reduction in benefits as a result of this Agreement becoming effective upon recognition of the Union at that employee's facility, including, but not limited to, wages, health benefits, retirement benefits, paid leave, and holidays. The Employer shall review and, if necessary, update Appendix I of this Agreement not later than every 60 days and provide the Union's national office with an updated copy.

**Section 3.** The Union shall designate one Union representative to serve in a representational capacity at each facility (hereinafter, "Principal Facility Representative"). This designation shall be in writing to the Air Traffic Manager. The Air Traffic Manager shall be notified within ten (10) days of any changes.

**Section 4.** During meetings between the Air Traffic Manager or designee and the Principal Facility Representative or designee, when feasible, the Union will be afforded the ability to include an additional representative.

**Section 5.** The Employer and/or designees at the corporate level agree to meet/deal with the national officers of the Union and/or designees.

**Section 6.** If requested by either Party at the national or corporate level the Parties agree to meet at a mutually agreeable time and place.

**Section 7.** At any meeting called by the Employer, the Union participants called by the Employer to attend shall be in a duty status.

**Section 8.** With reasonable notification Union officials and/or designees shall be permitted to visit the Employer's air traffic control towers where NATCA is the exclusive representative to perform representational duties. Visits for other purposes shall be subject to advance coordination.

**Section 9.** Principal Facility Representatives and/or designee shall be permitted to use annual leave, leave without pay (hereinafter, "LWOP"), or any combination thereof, at their option, to attend Union activities. LWOP provisions for employees elected or appointed to national or regional union offices are defined in Article 3.

**Section 10.** The Principal Facility Representative or designee shall be allowed up to 30 minutes for orientation of new bargaining unit employees to explain the role and responsibilities of the Union.

**Section 11.** Staffing permitting, with prior management approval, each Principal Facility Representative shall, on request, be granted duty time to perform representational duties within the facility.

**Section 12.** The Employer recognizes the right of a duly recognized Union representative to express the views of the Union, provided those views are identified as Union views.

**Section 13.** The Parties recognize that the individually certified towers constitute a merged unit for the purposes of collective bargaining.

**Section 14.** The Employer will make every reasonable effort to ensure that each Principal Facility Representative shall be released upon request without pay for up to twenty four (24) hours annually in order to attend NATCA trainings and briefings. The Union will provide a minimum of ninety (90) days advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties. Requests for LWOP under this section shall not be denied in order to avoid the payment of overtime or when the Air Traffic Manager is available to backfill behind the LWOP.

**Section 15.** The Employer will make every reasonable effort to ensure that each regional Union representative shall be released upon request without pay for up to thirty two (32) hours annually in order to attend NATCA trainings and briefings. The Union will

provide a minimum of ninety (90) days advance notice for scheduling purposes, unless otherwise mutually agreed to by the Parties. Requests for LWOP under this section shall not be denied in order to avoid the payment of overtime or when the Air Traffic Manager is available to backfill behind the LWOP. LWOP under this section cannot be combined with section 14.

**Section 16.** To obtain voluntary recognition at a particular RVA/Subcontractor Tower, NATCA 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 one hundred twenty (120) day period immediately preceding the NATCA request of recognition. Such cards will be used only to verify majority status. Upon receipt of the NATCA 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 thirty (30) days thereafter. This grant will have the same force and effect as a certification by the National Labor Relations Board (hereinafter, "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 NATCA may petition the NLRB.

### **ARTICLE 3 RIGHTS OF UNION OFFICIALS**

**Section 1.** An employee who is elected or appointed to serve as a national or regional official representative of the Union for an elected term of office or appointments of at least one year or more shall be granted LWOP concurrent with the elected term of office or appointment. Each request by an employee for such LWOP shall be for a specified period and shall be certified by the national office of the Union. The Union at the national level will give a minimum of thirty (30) days notice to the Employer at the corporate level. Absent an emergency or other special circumstance the release of the employee after thirty (30) days notice shall not be delayed.

**Section 2.** Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility to which the employee was assigned prior to assuming LWOP status if a position is available. If the employee is unable to return to his/her original facility the parties at the National and Corporate level will determine an appropriate return to duty location where a vacancy exists.

**Section 3.** The Union at the national level will provide sixty (60) days written notice to the Employer at the corporate level that the need for LWOP granted under Section 1 of this Article has ended. In this instance, the procedures contained in Section 2 of this Article will apply.

**Section 4.** An employee who is placed on LWOP while acting in an official capacity on behalf of the Union shall be entitled to continuation of seniority and benefit plan(s) to the extent allowed and at no cost to the Employer.

## **ARTICLE 4 EMPLOYEE RIGHTS**

**Section 1.** Each employee of the bargaining unit has the right, freely and without fear of penalty or 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.

**Section 2.** The Employer shall not assist a creditor or process server in any manner because of an occasional debt complaint, except as required by law.

**Section 3.** Radios, televisions, electronic devices, magazines and publications will be permitted in non-work areas designated by the Air Traffic Manager for use at non-work times. The tower cab is designated as a work area in all facilities. Under no conditions will radios, televisions, personal computers and/or electronic devices be allowed in the tower cab, except as otherwise specified in this Section. Cellular phones/pagers shall be powered off in all operational areas. While assigned to a position of operation, reading material will be limited to that necessary for the operation of the position. Pornographic material of any type shall not be permitted in the facility.

The Parties agree that for shifts where the majority of the hours fall between 10:00 p.m. to 6:00 a.m., radios and appropriate reading material shall be allowed in operational areas, as traffic permits. Should an employee choose to bring in such items into the operational area, he or she will be responsible for removing them at the end of their shift.

**Section 4.** Any bargaining unit employee authorized by the Employer to attend any meetings scheduled by the Employer away from the facility shall be entitled to normal pay, lodging, travel and per diem allowances. In those situations where the Employer requires the employee to attend any meetings or training, the employee shall be entitled to normal pay, lodging, travel and per diem allowances. Such reimbursements shall be at the reimbursement rates published in the Federal Register except under unusual circumstances.

**Section 5.** Comprehensive general liability insurance is provided at no cost to the employee, such that, if named as a defendant, an employee shall be protected against personal liability for damages, loss of property, or death arising from the performance of the employee's official duties or when acting within the scope of employment as provided for in the plan.

**Section 6.** The Parties covered by this Agreement, shall have the protection of all rights to which they are entitled under the Constitution of the United States.

## **ARTICLE 5 EMPLOYER RIGHTS**

**Section 1.** Subject to the terms of this Agreement, the Parties recognize that the management of the Company, the control and regulation of the use of all business

equipment and property, the direction of the workforce, the formulation and enforcement of rules related to the conduct of the business, and the determination of all services, processes and standards are vested exclusively with the Company. The Union further recognizes the rights of the Employer to operate its company and to manage its operations and to plan, and direct its employees.

**Section 2.** The Employer Rights described in Section 1, above, include, but are not limited to, such items as:

- (1) The ability to determine the mission, budget, organizational structure, number of employees, and internal security and administrative practices.
- (2) To hire, discipline, suspend or discharge, promote, lay-off and take actions necessary to maintain the efficiency of the operation.
- (3) To assign work and determine the personnel by which the company operations will be conducted.
- (4) With respect to filling positions, to make selections among qualified candidates, or any other source.
- (5) To take whatever actions may be necessary to carry out the company mission.
- (6) To determine any and all services, processes and standards required by a contractual customer.
- (7) To determine the number of employees it shall employ, establish new jobs, abolish and/or change existing jobs, employees and working hours.

**Section 3.** The Employer reserves the right to take whatever actions may be necessary to accomplish its mission during emergencies.

**Section 4:** (1) The entitlements of the Parties are those upon which the Parties have reached agreement and understanding during the course of the negotiations leading to this Agreement. Upon the effective date of this Agreement, all past practices, any and all memoranda of agreement or understanding, or written or oral agreements whether formal or informal, shall have no force or effect and shall not be binding on the Parties in any respect. The foregoing applies at all levels of RVA and NATCA, from the local to corporate/national levels.

(2) Unless authorized at the corporate/national level, the parties shall not increase or diminish the entitlements set forth in this Agreement.

## **ARTICLE 6 REPRESENTATION RIGHTS**

**Section 1.** The Parties recognize management's right to meet with employee(s) without union representation, and the employees' right to be represented at any meeting with management which will or may potentially result in the imposition of discipline. If during the course of a meeting it becomes apparent for the first time that a discipline or potential discipline could arise, the Employer shall stop and reschedule the meeting following advanced notice to the Union and the employee(s), so that the employee may obtain union representation. When it is known in advance that the subject of the meeting is to discuss or investigate a disciplinary or potential disciplinary situation, the Employer shall notify the employee and the Union in advance. Employees shall be provided the subject matter in advance and be given a reasonable opportunity to confer privately with the Union representative before the meeting.

**Section 2.** The Air Traffic Manager will only deal with the Principal Facility Representative concerning matters affecting working conditions, unless otherwise agreed to by the Parties.

**Section 3.** By mutual consent, including that of the employee(s) in the case of Section 1, discussions under this Article may be accomplished by telephone.

**Section 4.** A Union representative, while performing representational duties, will not be required to disclose information obtained from a bargaining unit employee, who is the subject of an investigation, unless the confidentiality of that employee is waived by the representative or disclosure of information is compelled through the legal process by a third party.

## **ARTICLE 7 CHANGES IN WORKING CONDITIONS**

**Section 1.** Whenever the Employer contemplates a change in policy affecting the terms and working conditions of bargaining unit employees, the Employer shall notify the Union at the appropriate level thirty (30) days in advance of the change or as soon as practicable. Within ten (10) days of the notification, the Employer shall meet with the Union representative to discuss the proposed change. Within the ten (10) day window, the Parties agree to meet in collaboration to reach an agreement on the proposed change. If the Parties cannot reach agreement, the issue will be elevated to RVA Corporate and NATCA Headquarters. The Union shall have ten (10) days to request a meeting to discuss the elevated issue. If requested by the Union, the Employer shall enter into negotiations over the proposed change in accordance with the National Labor Relations Act as amended.

## **ARTICLE 8 INFORMAL PROBLEM SOLVING**

**Section 1.** The Parties recognize that the traditional methods of dispute resolution (e.g. grievance/arbitration and unfair labor practice charges) are not always the most efficient means of problem resolution. The Parties also recognize that early, open exchange regarding any complaint/problem/concern at the earliest stages reduces the use of and need for traditional and more cumbersome, adversarial dispute resolution procedures. Therefore, the Parties agree to use the provision of this Article to the fullest extent possible before resorting to other avenues of dispute resolution.

**Section 2.** The following procedure shall apply to informal problem solving:

- a. When a complaint/problem/concern arises, the employee, Union or Employer may notify the other affected Party of the complaint, problem or concern within twenty (20) days of the event or discovery of the event giving rise to the complaint/problem/concern and try to resolve the complaint/problem/concern informally by mutual agreement. A meeting will be held as soon as practicable, but no later than twenty (20) days, to discuss the issue. Those in attendance will include the affected employee, the Principal Facility Representative or designee, the Air Traffic Manager or, if the Air Traffic Manager so desires, the Employer's Area Manager and/or designee. The purpose of the discussion is to allow the employee, the Union and the Employer to freely present, receive and/or exchange information and their views on the situation.
- b. Any agreed to resolution under this Article shall fully resolve the complaint/problem/concern.
- c. In the event the Parties are unable to resolve the issue within twenty (20) days of the meeting as described in Section 2.a., the employee and/or the Union may grieve the issue in accordance with Article 9 of this Agreement.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be defined as any complaint by a unit employee or the Union concerning any claimed violation of this Agreement or Employer personnel policies or regulations affecting conditions of employment.

**Section 2.** This procedure provides the exclusive procedure available to the Parties and the employees in the unit for resolving grievances except as provided in Section 4 of this Article. Any employee(s) or the Union may file a grievance under this procedure. Bargaining unit employees and the Parties intend that the joint problem solving procedures of Article 8 shall be used to the fullest extent practicable to resolve problems before moving under this Article 9.



**Section 3.** Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances with or without the assistance of the exclusive representative. No other individual(s), other than those designated by the Union, may serve as the employees' representative in the processing of a grievance under this procedure. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

**Section 4.** In the case of grievances concerning disciplinary actions, the Union may elect to utilize the procedures of Section 5 or Section 12.

**Section 5.** Employee and facility grievance procedure:

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

**Step 2.** If the Union is not satisfied with the decision rendered in Step 1, the Union may within twenty (20) days following receipt of the decision, advise the Area Manager that it wishes the matter to be reviewed by the appropriate Area Manager. The Union will be notified by certified mail, return receipt requested, within twenty (20) days of the Area Manager decision. If the grievance is denied, the reason(s) for denial will be in the written response.

**Step 3.** If the Union is not satisfied with the Area Manager's decision, the Union may advise the President, by certified mail, within 20 days that it desires the matter to be reviewed by the President or designee. The Union will be notified within 20 days, by certified mail, of the President's or designee's decision. If the grievance is denied, the reason(s) for denial shall be in writing.

**Step 4.** The Union at the national level may, within thirty (30) days following receipt of the Step 3 decision, notify the President or designee, by certified mail, return receipt requested, that it desires the matter be submitted to arbitration. An arbitrator shall be selected from the panel by the Parties by alternately striking names until one remains with the choice of first strike determined by the flip of a coin or as otherwise mutually agreed.

**Section 6.** National grievance procedure:

**Step 1.** In the case of any grievance which the Union at the national level may have against the Employer at the corporate level, or which the Employer at the corporate level may have against the Union at the national level, the moving Party shall at that level submit the grievance to the other Party in writing within twenty (20) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:

- a. The facts upon which the grievance is based.
- b. The corrective action sought.
- c. If an oral presentation is requested.

Local grievances raising substantially similar issues shall be addressed by the national grievance procedure.

**Step 2.** The responding Party shall answer the grievance in writing within twenty (20) calendar days following the date the grievance was received. If the moving Party is not satisfied with the answer, the matter may be referred to arbitration. The moving Party shall, at the national/corporate level, so advise the responding Party at the national/corporate level by certified mail within thirty (30) calendar days following the receipt of the respondent's answer or the date the answer was due. An arbitrator shall be selected from the panel by the Parties by alternately striking names until one remains with the choice of first strike determined by the flip of a coin or as otherwise mutually agreed.

**Section 7.** The Parties shall create a panel of five mutually acceptable arbitrators, unless otherwise agreed to by the Parties. These arbitrators shall be geographically located within the Company's area(s) of operation. After one year of service on the panel, either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Arbitrators selected for the panel must agree to hear expedited arbitration cases as provided in Section 12.

**Section 8.** The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties at or near the facility where the grievance arose. The grievant shall be in a duty status, if otherwise in a duty status, during the arbitration. The arbitrator shall submit the decision to the Employer and the Union representatives as soon as possible, but in no event later than 30 days following the close of the record unless the Parties waive this requirement. The decision of the arbitrator is final and binding. With regard to national grievances, as defined in Section 6

of this Article, the decision of the arbitrator is final and binding on all facilities where NATCA is the exclusive bargaining representative.

**Section 9.** The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. Neither Party may cancel a scheduled arbitration hearing without the consent of the other Party. In the event either Party cancels a scheduled arbitration hearing without this consent, that party shall bear the full cost of any cancellation fees. If a verbatim transcript of the hearing is made and either Party desires a copy, that Party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any supplied to the arbitrator.

**Section 10.** The arbitrator shall rule only on the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s). Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision. This provision shall normally be accomplished utilizing the provisions of Section 12 of this Article.

**Section 11.** If the Employer fails to issue a decision within the specified time limits, the Union may proceed to the next step without a decision.

**Section 12.** Expedited arbitration: The Union at the national level may request expedited arbitration of a disciplinary action involving suspension of more than 30 days or discharge, by notice to the Company within ten days following the effective date of the discipline. Within ten days after receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains. An arbitrator unable to hear an expedited arbitration case within 15 days shall be deemed unavailable and the next arbitrator in turn will be selected, unless otherwise agreed to by the Parties. The hearing shall be conducted as soon as possible at a location at or near the facility where the grievance arose unless otherwise agreed to by the parties. Either Party may file a written brief and/or request a transcript. Fees and expenses, including transcripts and cancellation fees, will be in accordance with Section 9 of this Article. The arbitrator shall issue a decision as soon as possible, but not later than 15 days after the hearing has been held.

**Section 13.** The Parties may, by mutual agreement, stipulate the facts and the issue(s) in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

**Section 14.** In the handling of grievances under this procedure, upon request, the Union shall have access to such information relied upon for the action taken by the Employer.

**Section 15.** The Parties reserve their rights to appeal an arbitrator's decision in accordance with applicable law.

## **ARTICLE 10**

### **DISCIPLINARY ACTIONS**

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

**Section 2.** An employee will not be discharged, suspended, or otherwise disciplined, nor entries made against the employee's service record without just cause. When the Employer decides that corrective action is necessary, consideration should be given to the application of measures which, while not disciplinary, will instruct the offending employee and/or remedy the problem. When it is determined that discipline is appropriate, informal disciplinary measures should be considered before taking a more severe action. However, it is not necessary to have taken an informal disciplinary measure before administering a formal measure. Disciplinary actions must be determined on the merits of each individual case. Normally disciplinary action taken by the Employer shall be progressive, corrective, and remedial in nature so as to address specific conduct. Examples of exceptions to progressive disciplinary action may be where an employee threatens a co-worker with bodily harm, stealing, falsifying documents, or the employee is a threat to the air traffic system. The prior sentence in no way diminishes the right of the Union to grieve any discipline issued under just cause. The Employer shall consider whether the problem can be resolved through such corrective action as closer supervision, admonition, or oral reprimand, prior to initiating formal disciplinary action.

**Section 3.** 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 the Federal Aviation Administration (hereinafter, "FAA"), for cause.

**Section 4.** No employee shall be disciplined to the extent of loss of pay or discharged without being advised in writing of the precise charge, or charges, preferred against the employee leading to such action. Except for oral admonishments, written admonishments and written reprimands, the following procedures will be used to take disciplinary actions and actions to discharge an employee:

- a. The Employer shall give written notice to the employee proposing a disciplinary action or discharge. The notice shall state the precise charge or charges against the employee, and the facts and reasons supporting such action. This notice shall be presented directly to the employee within ten (10) days from the time the Employer may have reasonably expected to have learned of the event upon which such charge, or charges, is based.
- b. The employee shall be given the opportunity to reply to the notice orally and in writing, within seven (7) days from the date the employee receives notice proposing the action.

- c. In cases involving a proposed discharge, the employee may be placed on unpaid administrative leave for the duration of the process contained in this Section. In all other cases, employees shall remain in paid status.
- d. The employee's representative may participate in the employee's oral or written reply.
- e. The Employer shall consider the employee's oral and/or written reply, and then give the employee and the Union a written decision concerning the proposed action.

**Section 5.** An employee against whom action is taken under this Article and their Union representative shall have the right to review all of the information relied upon by the Employer to support the action and shall be given a copy upon request.

**Section 6.** Letters of confirmation of discussion shall not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the employee has been given a copy upon completion. The letters of confirmation of discussion shall be completed as soon as practicable after the event.

**Section 7.** Records of disciplinary action below a suspension shall be expunged from the employee's service record not later than two years from the date of the action, but not later than thirty (30) days after the two-year anniversary of the disciplinary action. Suspensions shall be expunged from the employee's service record not later than three years from the date of the action, but not later than thirty (30) days after the three-year anniversary of the disciplinary action.

**Section 8.** Any notifications made to an employee under this Article shall be personally delivered to the employee and delivered to the Union representative by the Facility Manager. If the employee is not available, the Employer shall deliver notification to the employee by certified mail, return receipt requested.

**Section 9.** An employee's off-duty misconduct shall not result in disciplinary action, unless a nexus can be shown between the employee's off-duty misconduct and the efficiency of the service. Any proposed action for off-duty misconduct will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

## **ARTICLE 11 DUES WITHHOLDING**

**Section 1.** The Employer agrees to deduct Union dues from an employee's wages uniformly and lawfully levied by NATCA and to remit same to NATCA on a monthly basis, not later than the end of the month following the month in which they are withheld, provided that the employee executes the dues withholding form provided by the Union.

**Section 2.** Any change in the rate or amount of dues levied by the Union shall be put into effect and the deductions made during the calendar month following the calendar month in which the Employer receives notice of the change.

**Section 3.** All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit.

**Section 4.** An employee who has authorized the withholding of Union dues may request revocation of such authorization, provided the employee has been on dues withholding for a period of at least one year. Upon receipt of the revocation form, NATCA will notify the Employer to discontinue withholding of dues from the employee's pay.

## **ARTICLE 12 SENIORITY**

**Section 1.** Seniority is defined as the length of continuous service with a Federal Contract Tower (hereinafter, "FCT") employer commencing from the earliest date of hire with an FCT employer. In the event that two or more employees share the identical hire date, seniority shall be determined by lottery.

**Section 2.** Any employee covered by this Agreement who experiences a break in service shall lose all seniority rights accrued to the date he or she leaves the service of the Company. If such employee is later re-employed by the company, seniority shall begin on the day of the re-hire. A break in service occurs when the bargaining unit employee:

- a. Resigns employment from the Company;
- b. Is terminated for cause; or
- c. Is on layoff for two (2) years or more.

**Section 3.** Any employee covered by this Agreement who accepts a corporate position (e.g., Area Manager) outside the bargaining unit shall not accrue bargaining unit seniority while occupying such position. If the employee returns to the bargaining unit, their previous seniority earned will be credited.

## **ARTICLE 13 PAY ADMINISTRATION**

**Section 1.** The Employer shall pay employees all wages due, excluding benefits funds payout, on a bi-weekly basis.

**Section 2.** For each pay period, the Employer shall provide each employee with a Leave and Earnings statement that includes, as a minimum, the following information:

- total wages paid;
- itemized list of all deductions;
- total regular hours worked and associated wages;

- total overtime hours worked and associated wages;
- total hours worked for which non-overtime differentials and/or premiums were earned and associated wages;
- paid time off (vacation, etc.) usage and balance;
- sick leave usage.

**Section 3.** Employees may elect to have their wages, or portion(s) thereof, directly deposited in up to three different checking or savings accounts. Requests for direct deposit must be submitted in writing to the appropriate Company official and provide all necessary information.

## **ARTICLE 14 WORKING HOURS**

**Section 1.** The employees regular work week is defined as Sunday through Saturday.

**Section 2.** Full time employees will be scheduled to work forty (40) hours per week.

**Section 3.** The facility hours of operation are normally determined by the airport authority and/or the FAA. The number of consecutive hours and days worked by bargaining unit employees shall not exceed those specified by applicable laws and regulations.

**Section 4.** Under circumstances necessitating changes in the basic watch schedule (e.g., increase or decrease in personnel working hours), the Principal Facility Representative will be afforded the opportunity to discuss and collaborate with the Air Traffic Manager, in good faith, concerning the changes prior to implementation. The Principal Facility Representative will be provided all information necessary in order to engage in these discussions and collaborations. This section shall not apply to temporary changes made for the purpose of accommodating vacations, etc. Shifts on the Posted Watch Schedule for coverage of vacations, etc., may be different than those on the Basic Watch Schedule, both in assignment for a particular day and/or different hours for a shift.

**Section 5.** The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. The basic watch schedule must satisfy coverage requirements. There will be no split shifts unless otherwise agreed to by the Parties. Assignments of individual employees to the basic watch schedule are not considered changes to the basic watch schedule

**Section 6.** The basic watch schedule will be posted at least six months in advance. When circumstances necessitate a change, the basic watch schedule may be changed in accordance with the provisions of Section 4. Assignments to the watch schedule will be by seniority with the controller having the greater seniority having first choice among controllers. Assignments to the watch schedule shall be posted at least fifteen (15) days in advance. The Employer recognizes that changes of individual assignments to the watch schedule are undesirable. Unless exceptional circumstances exist, an employee's

shift will not be changed. An employee's shift will not be changed solely for the purpose of avoiding payment of overtime or other premium pay to which an employee may be entitled.

**Section 7.** The exchange of shifts and/or days off between equally qualified employees is authorized, provided it does not result in overtime or violation of law, regulation or the terms of this Agreement. Such exchange will be submitted on a shift swap form at least three days in advance to the Air Traffic Manager and approved or disapproved as soon as possible.

**Section 8.** Normally, the placement of part-time employees on the watch schedule will be by seniority with the part-time employee with the greater seniority having first choice of part-time shift and hours unless otherwise agreed to by the Parties. Normally, part time employees, by seniority, will be afforded the right of first refusal for full time vacancies at their facility before new hires.

**Section 9.** Job Share and part-time employees shall accrue seniority and vacation leave in accordance with Article 53, Section 9. Placement of Job Share employees on the basic watch schedule shall be by the seniority of the most senior employee sharing the Job Share position.

**Section 10.** Any employee required to come in early or remain beyond the assigned ending time of the shift specifically for the purpose of position-relief briefing shall be compensated for actual required briefing time in accordance with the law.

## **ARTICLE 15 LAYOFF AND RECALL**

**Section 1.** In the event of a layoff, employees at the affected facility shall be laid off in reverse order of seniority. Affected employees will receive notification no less than fourteen (14) days prior to the effective date of the layoff. RVA shall ensure receipt of written layoff notices by each employee through personal delivery of the notices to each affected employee or via certified mail return receipt requested. A list of all current vacancies shall be attached to the employees' layoff notices. The Company shall provide copies of all layoff notices and vacancies to the Union at least 48 hours in advance of delivering such notices to employees.

**Section 2.** An employee affected by a layoff will have the following options:

- a. Accept an offer of employment at another of the Employer's facilities where a vacancy exists.
- b. Be placed in a layoff status.

**Section 3.** Employees in layoff status shall retain their seniority and recall rights to controller positions that become available prior to granting transfer requests or hiring new employees. Recall rights will be based on their seniority as of the date of their layoff and



will remain in effect for a period of two (2) years. Any employees recalled under this Agreement shall not be considered to have had a break in service and shall retain their seniority accrued as of the date of their layoff. Employment outside of RVA after a layoff shall have no effect on the employees' recall rights and seniority at RVA.

**Section 4.** RVA shall maintain a Recall List of all laid off employees. The Recall List shall include the name of the laid off employee, his/her address, email, and telephone number(s). A laid off employee shall be placed on the Recall List for two (2) years following the layoff. RVA shall email and mail a copy of the Recall List to NATCA's Director of Labor Relations within seventy-two (72) hours of the layoff. Should the Recall List be modified in any way, RVA shall provide a copy of the modified list to NATCA within twenty-four (24) hours of the modification.

**Section 5.** Employees shall have five (5) business days from receipt of the layoff notice and attached vacancy list to request vacant positions. If an employee requests multiple vacancies, he or she shall rank the vacancies in order of preference. The Company shall offer vacant positions to employees based on seniority and the employee's order of preference. Employees will normally be provided fourteen (14) days to accept or decline an offered vacancy; however, in those cases where the Company cannot, due to operational needs, provide fourteen (14) days, a minimum of seven (7) days will be provided to the employee. The employee shall indicate acceptance of a vacant position through facsimile, email, or certified mail to the Company.

**Section 6.** As new vacancies become available, laid off employees on the Recall List shall be offered such vacancies in seniority order prior to the Company granting transfer requests or hiring new employees. RVA shall notify the Union of any new vacancies as they become available. RVA shall utilize the same procedures for notification, offer, and acceptance of vacant positions as outlined in this Agreement.

**Section 7.** An employee's recall rights shall not be affected in the event that the employee declines an offered position at a facility other than the one from which originally laid off.

**Section 8.** All employees who are laid off shall be entitled, to cash in all vested vacation, both unused annual and banked leave, at their current rate of pay, all funds associated with a 401(k) or other such retirement accounts. Additionally, the employee will receive all excess funds in the laid off employee's Health and Welfare Benefits account after advances and benefit costs have been reconciled.

**Section 9.** Employees shall be responsible for providing the Company with their current home address, email address and telephone number(s). The Company point of contact for the provision of data under this section shall be the Air Traffic Manager.

**Section 10.** RVA shall not contest unemployment insurance benefit claims filed by laid off employees. RVA shall provide any documentation, information, and testimony requested by a laid off employee to support a claim for unemployment insurance benefits.

**Section 11.** As part of the recall process, if an employee is required to undergo a 2<sup>nd</sup> class medical/physical examination to obtain or maintain their 2<sup>nd</sup> class medical certificate, RVA shall pay all costs associated with such examinations.

## **ARTICLE 16 HOLIDAYS**

**Section 1.** The following are paid holidays (hereinafter, "Holidays"), for which each employee shall be paid Holiday Pay at their regular hourly rate of pay:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

**Section 2.** All bargaining unit employees will receive Holiday Pay as follows:

1. Full time employees will receive a minimum (8) eight hours Holiday Pay for each Holiday. Holiday Pay shall be eight (8) hours of base hourly pay. If the full-time employee works on the holiday in excess of eight (8) hours, the employee will receive Holiday Pay equivalent to the numbers of hours worked, not to exceed a maximum of (10) ten hours Holiday Pay.
2. Part-time employees will be paid Holiday pay on a pro-rated basis based on the number of total hours worked by each part time employee in the pay period that includes the Holiday. If the part-time employee works on the Holiday in excess of the pro-rated amount, the employee will receive Holiday Pay equivalent to the numbers of hours worked.
3. Job Share Employees will split the Holiday Pay in Section 1 for each Holiday on a pro-rated basis. The pro rata share shall be based on the number of hours worked by each Job Share employee in the pay period that includes the Holiday. In no event will the total Holiday Pay to job share employees sharing any job-share position exceed a total of eight (8) hours for the Holiday, unless the shift is a ten-hour shift in which case the Holiday Pay will not exceed ten (10) hours for the Holiday.

**Section 3.** Employees requesting time off for a Holiday will be selected by seniority prior to publishing shift assignments to the watch schedule. If requested time off is

denied, and later becomes available, it will be made available on a seniority basis. Employees who take Holiday time off will receive their normal Holiday Pay for that day as provided in Section 2, but not to exceed eight (8) hours.

**Section 4.** The Employer shall not reduce staffing of fully certified personnel on holidays solely for the purpose of avoiding Holiday Pay. Personnel that are not fully certified will normally be scheduled for holiday leave on the Holiday.

**Section 5.** Holiday Pay will be paid on the Holiday. Staffing permitting, if the employee wishes, when a Holiday falls on an employee's regular day off, he or she may take their first regular day back as leave without pay.

**Section 6.** Employees shall receive any Holidays legally mandated on a recurring basis in their jurisdiction in addition to the Holidays listed in Section 1.

## **ARTICLE 17 VACANCIES**

**Section 1.** A vacancy shall first be offered to employees on the recall list pursuant to Article 15. Should the vacancy remain unfilled it shall be offered to employees with a bona fide hardship transfer request on a first come, first served basis pursuant to Article 44. Should the vacancy still remain unfilled it shall be posted using the procedures contained in this Article. Should no employee bid on the vacancy the Employer may fill the vacancy by hiring a new employee.

**Section 2.** When there is a vacancy, the Employer shall notify bargaining unit employees of all Air Traffic Control Specialist (hereinafter, "ATCS") vacancies by inserting announcement(s) in all facility Read and Initial binders. The Employer shall also notify the two regional Union representatives simultaneously with the facility notification. A three (3) business day window of opportunity will be provided for individuals to respond if they are interested. At the end of the three (3) business days, a list of interested candidates will be forwarded to the appropriate Area Manager. Employees shall not be required to submit a resume when bidding on a vacancy; however a list of prior facilities worked may be required.

**Section 3.** All employees will have three (3) business days to bid for the vacant position. Bids must be submitted via email to [vacancies@rvainc.com](mailto:vacancies@rvainc.com).

**Section 4.** It is the intent of the Company to select the most senior qualified bidder. In the event of a staffing crisis, or similar demonstrable issue, the Company may bypass the most senior bidder. At the close of the three (3) business day period, the most senior employee as defined in Article 12 shall be selected for the vacancy, subject to Section 1 of this Article. The Employer shall notify the Union and the employee of selection.

**Section 5.** Employees may be required to report to the facility within fourteen (14) calendar days of notice of selection unless mutually agreed to by the Union, the employee, and the Employer. Employees shall not have return rights to the position

vacated upon transfer. It is also understood that transfers are at the expense of the employee. An employee must have at least one year of service at a facility before being eligible for transfer. The Employer will place a selected employee in the new position as soon as it is reasonably practicable to do so.

**Section 6.** Where a bona fide emergency staffing shortage exists the Employer may solicit volunteers from within the local commuting area for temporary assignment(s) not to exceed thirty (30) days. In the event there are more volunteers than there are vacancies the most senior employee(s), as defined in Article 12, shall be selected. The Employer shall notify the Union and the employee of the selection. The Employer shall reimburse the employee's travel, lodging, and per diem expenses.

## **ARTICLE 18 NO STRIKE/LOCKOUT**

**Section 1.** During the term of this Agreement, including any renewal or extension thereof, the Union shall not engage in any strike, including any primary or secondary strike, and will not interfere with or obstruct provision of air traffic services offered by the Company.

**Section 2.** The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, or condone any lockout of employees.

## **ARTICLE 19 TRAINING**

**Section 1.** The Parties agree that the Employer determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner.

**Section 2.** The Union will be given the opportunity to comment on the formulation of proficiency and developmental training programs. Individual applications of such programs are not subject to Union comment.

**Section 3.** If an employee's developmental training is interrupted for 30 days or more, the employee shall be granted sufficient training time to attain the level of proficiency the employee had at the time of the interruption, prior to the resumption of the remaining allotted training time. The employee's evaluations and/or training reports shall be used by the Employer to determine when the employee's former level of proficiency has been re-attained.

**Section 4.** Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, the employee shall be notified, in writing, of the specific subject areas to be covered and the reasons for the training. The training shall be confined to those specific

areas unless during the training process other deficiencies are identified, in which case the employee shall be notified, in writing, of the additional specific subject areas to be covered and the reasons for the training. Only the specific subject areas shall be entered into the training record.

**Section 5.** Employees may voluntarily enroll in educational courses designed to improve their work performance, expand their capabilities and increase their utility to the employer.

**Section 6.** Employer-required training normally should take place during the employee's normal duty hours. If necessary, the Employer may adjust the employee's schedule to maximize their training for the purpose of enhancing the training process.

**Section 7.** Employer-required training away from the facility more than two hours beyond the average commuting area shall entitle the employee to travel, lodging, per diem allowance and any other regular compensation the employee would be entitled, not including premium pay.

**Section 8.** Operational requirements permitting, the employer will allow employees duty time to visit other ATC facilities to familiarize employees with the operations of other facilities. Contract personnel are not authorized to participate in the FAA familiarization travel program as outlined in FAA Order 3120.29. Time spent in travel to other ATC facilities for training under this section shall be in a non-duty status.

**Section 9.** The Employer will provide an employee with a copy of their training records/reports upon request.

**Section 10.** Employees who take Aviation/Transportation related courses, approved in advance by RVA, 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. Additionally, reimbursements above \$250.00 per calendar year may be approved by RVA Chief Financial Officer at his/her discretion. FLSA non-exempt employees may also elect to have tuition reimbursements in excess of \$250.00 distributed from any available Health and Welfare funds. Employees with a negative Health and Welfare account balance are not eligible for this option.

## **ARTICLE 20 EMPLOYEE RECORDS**

**Section 1.** There shall be no more than one official personnel file maintained for each employee. Upon written request to the corporate office, an employee shall be provided a copy of the official personnel file, excluding the initial hiring package, at a nominal cost to the employee. Unless unusual circumstances exist, the entitlement to this request is limited to once per year. It is understood that an employee who travels to the city where the corporate office is located shall be permitted to review the official personnel file and may reproduce any and all information contained therein. If an employee believes there

is a discrepancy in the material contained in the official personnel file, the employee may submit comments and/or recommended corrections, which shall be included in the file. Any material determined to be incorrect will be removed from the employee's official personnel file.

## **ARTICLE 21 INJURY COMPENSATION**

**Section 1.** The Employer agrees to comply with applicable workers' compensation laws and regulations when an employee suffers an industrial illness or injury in the performance of assigned duties. The Employer shall advise the employee of the right to file a claim for benefits. The Employer shall make workers' compensation claim forms available at all facilities.

## **ARTICLE 22 EMPLOYEE RECERTIFICATION**

**Section 1.** An employee who is operationally decertified and assigned to a training and/or recertification program in accordance with applicable FAA orders, including, but not limited to, FAA Orders 7210.3, 7210.56 and 3120.4 and RVA Order 7210.3, will be given written notice within seven days of the specific reasons for the action.

**Section 2.** The employee and Union representative shall have an opportunity to review the information used in making the determination to place the employee in a training and/or recertification program, and to discuss the reasons for making the determination. Upon request, the employee shall have a copy of same. This review will be accomplished on duty time if they are otherwise in a duty status.

**Section 3.** When an employee is to be given remedial training, it shall be in accordance with Article 19 of this Agreement. If remedial training is the result of decertification, the employee will be notified in writing of the skill level required for recertification on each position of operation, as appropriate.

**Section 4.** If training is to be provided before or during recertification, it shall be individually developed and unless during the training process other deficiencies are identified shall only be administered to correct identified deficiencies and shall normally be scheduled during the employee's normal duty hours. If necessary, the Employer may adjust the employee's schedule to allow the employee to recertify as soon as possible.

## **ARTICLE 23 POSITION DESCRIPTIONS**

**Section 1.** The Employer shall provide each bargaining unit employee a position description that accurately reflects the duties of the employee's position. Position descriptions shall be uniform throughout the Employer's facilities where bargaining unit employees are employed.

**Section 2.** The primary duties of an ATCS are those directly related to the control and separation of aircraft. An employee shall not be required to perform duties that do not have a reasonable relationship to the employee's official position description.

**Section 3.** The Employer will provide each employee a copy of the position description and any changes thereto.

## **ARTICLE 24 EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer shall continue to provide the Employee Assistance Program (hereinafter "EAP") for bargaining unit employees. The purpose of the program is to assist employees with personal problems.

**Section 2.** Participation in the EAP shall be voluntary.

**Section 3.** The Employer shall advise all employees the specifics of this program during initial employee orientation.

## **ARTICLE 25 MEDICAL QUALIFICATIONS**

**Section 1.** Annual 2<sup>nd</sup> class physical examinations are required for all employees as a condition of initial and continued employment pursuant to FAA rules and regulations. All ATCS employees shall have a current 2<sup>nd</sup> class medical certificate in their possession while performing actual ATCS duties.

**Section 2.** The Air Traffic Manager shall immediately be notified by any employee if their 2<sup>nd</sup> class medical certificate has been:

- revoked;
- rescinded;
- suspended;
- is otherwise no longer current and/or valid;
- during any period of known physical deficiency that would make the employee unable to meet the physical requirements for a current medical certificate;
- any time an employee is taking a medication that has not been approved by the FAA Flight Surgeon or his/her staff;
- any time that an FAA-authorized physician determines an employee's 2<sup>nd</sup> class medical should not be renewed; or
- if the employee has been requested to voluntarily return their 2<sup>nd</sup> class medical certificate to the FAA.

Employees shall not assume a control position without receiving approval to work if any of the above conditions exist regarding the validity of their 2<sup>nd</sup> class medical certificate.

**Section 3.** Employees who are unable to maintain a valid 2<sup>nd</sup> class medical certificate, or perform the duties required of an ATCS due to medical limitations, shall be placed in a layoff status for up to twelve (12) months. The employee will provide the Employer, via Certified Mail, a copy of the current 2<sup>nd</sup> class medical certificate once it is regained. 2<sup>nd</sup> class physical examinations are only authorized by a certified Aviation Medical Examiner (hereinafter, "AME"). Upon receipt of the employees 2<sup>nd</sup> class medical certificate, the employee shall be eligible for recall pursuant to Article 15. If the employee is unable to regain a 2<sup>nd</sup> class medical certificate or meet the physical requirements to perform the duties required of an ATCS within twelve (12) months, his/her employment with the Employer shall be terminated.

**Section 4.** The Employer will pay the costs associated with basic routine annual 2<sup>nd</sup> class physical examinations. Any subsequent, non-routine testing or examination(s) required to obtain a 2<sup>nd</sup> class medical certificate shall be on non-duty time and at the employee's expense.

**Section 5.** The employee shall ensure a 2<sup>nd</sup> class physical examination is completed prior to the last day of the month in which the employee's 2<sup>nd</sup> class medical certificate expires.

**Section 6.** Employees shall not perform air traffic control duties beyond the last day of the month in which their 2<sup>nd</sup> class medical certificate expires unless the clearance is extended by documented special consideration by the appropriate certifying FAA official.

**Section 7.** An employee who is medically disqualified may appeal such a determination in accordance with applicable laws, rules and regulations. If the appeal is successful, before a new employee is hired, the employee shall be returned to the position previously held.

**Section 8.** At his or her request, an employee who is temporarily medically disqualified, supported by appropriate medical documentation, to perform ATCS duties, may be assigned other facility duties; to the extent such duties are available. This type of assignment is limited to a one-time event for an individual per year, not to exceed three (3) workdays.

**Section 9.** If an employee's 2<sup>nd</sup> Class Medical Certificate has been revoked or rescinded: that employee is not eligible for LWOP or to participate in the VLTP.

**Section 10.** If an employee's 2<sup>nd</sup> Class Medical has been suspended, or otherwise no longer current and/or valid, that employee is eligible for LWOP, or to participate in the VLTP not to exceed eighty (80) hours. Additionally, an Employee whose 2<sup>nd</sup> Class Medical Certificate has been suspended, or is otherwise no longer current and/or valid, may use any accrued leave, banked leave, or approved LWOP prior to being placed in a layoff status.



## **ARTICLE 26**

### **MEAL PERIODS AND BREAKS**

**Section 1.** Breaks are defined as a period of time during which no duties are assigned to an employee. However, employees are subject to recall. Requests for an employee leaving the facility for short periods of time shall not be unreasonably denied.

**Section 2.** On each shift, staffing permitting, the Employer shall provide for an uninterrupted thirty (30) minute paid break away from operational positions for meals. To the extent practicable, meal periods will occur at or around the midpoint of an employee's shift.

**Section 3.** On each shift, staffing permitting, the Employer will provide employees relief breaks during the first and second part of an employee's shift. To the extent practicable, employees will not be required to work more than two consecutive hours on position without a break. Such relief breaks shall be in addition to the meal breaks described in this Article.

## **ARTICLE 27**

### **OCCUPATIONAL SAFETY AND HEALTH**

**Section 1.** At those facilities where the Employer has control of and is responsible for the building structure, the Employer shall abide by Public Law 91-596 concerning occupational safety and health; regulations of the Assistant Secretary of Labor for Occupational Safety and Health; and such other orders, laws and regulations promulgated by any appropriate authority. At those facilities where the Employer does not have control and responsibility for the building structure, the Employer will make reasonable efforts to have the Sponsor comply.

## **ARTICLE 28**

### **PERSONAL PROPERTY REPLACEMENT**

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

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

**ARTICLE 29**  
**CRITICAL INCIDENT STRESS DEBRIEFING (CISD)**

**Section 1.** The Employer will proactively manage the common disruptive physical, mental, and emotional factors that an employee may experience while on duty, after a critical incident, (i.e., accidents/incidents, such as an aviation disaster with loss of life, the death of a co-worker, acts of terrorism, exposure to toxic materials, prolonged rescue or recovery operations, and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

**Section 2.** The use of the EAP services will be provided in accordance with the provisions of Article 24 of this Agreement.

**Section 3.** Whenever possible, an educational briefing regarding critical incident stress will be offered to all employees at an affected facility.

**ARTICLE 30**  
**CONTROLLER PERFORMANCE/IMMUNITY PROGRAM**

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

**Section 2.** In the event a Manager relieves an employee from the employee's operational position because of alleged unacceptable performance of duty, the Manager shall provide, upon request of the employee, a written explanation of reason(s) for the action as soon as practicable but not more than seven (7) days. The written explanation is not a notice of proposed action, disciplinary or otherwise.

**ARTICLE 31**  
**UNION PUBLICATIONS AND USE OF EMPLOYER'S FACILITIES**

**Section 1.** The Employer will provide necessary space, if available, in each facility where bargaining unit employees are employed, in a non-work area, for a Union furnished bulletin board for the posting of Union materials. The parties at the local level will determine the exact location and size of the Union bulletin board. The content of any material placed on the Union bulletin board shall not be restricted, censored, altered or removed by the Employer. The posting of scurrilous material is prohibited and literature placed on the Union bulletin board must not:

- a. Violate any laws or regulations;

- b. Violate the security of the facility, company or the FAA.

**Section 2.** The Union is authorized to conduct Union business in the Employer's facilities where bargaining unit members are employed in non-work areas as determined by the Air Traffic Manager. It is understood that the tower cab is a work area.

**Section 3.** The Union may distribute materials to employees in the Employer's facilities in non-work areas during non-work times. If suitable space exists, the Union may place a file cabinet in an Employer's facility where bargaining unit members are employed. The location of the file cabinet will be by mutual agreement of the facility Union Representative and the Air Traffic Manager.

**Section 4.** The Union may place a Union reading binder in each facility in a non-work area where bargaining unit employees are employed to communicate with and inform the employees. The Employer shall not censor, restrict, alter, destroy or remove items from the Union reading binder. This binder is specifically limited to official Union business.

**Section 5.** The Union may send and receive mail through the Employer's facility address and/or mailbox at no expense to the Employer. The Employer is not responsible for Union mail.

**Section 6.** The Employer shall provide bargaining unit employees with a mail box/slot in each facility where bargaining unit members are employed. The Union may place materials in employee mail boxes/slots.

**Section 7.** The Air Traffic Manager will, upon the Principal Facility Representative's request, provide space for Union meetings as space and scheduling permit.

**Section 8.** The Employer will make every effort, where available, to provide for the use of personal lockers by bargaining unit members.

## **ARTICLE 32 PARKING**

**Section 1.** The Parties recognize that parking is normally under the control of the Airport Manager or the FAA. If, however, parking comes under the Employer's control, the Employer will make reasonable efforts to provide safe and appropriately lighted, adequate parking as close to the facility as possible, at no cost to the Employee. When parking is not under the control of the Employer, the Employer will make reasonable efforts to obtain parking for employees as close to the facility as possible.

## **ARTICLE 33**

### **AIR TRAFFIC CONTROL FACILITY EVALUATIONS**

**Section 1.** The Union recognizes the right of the FAA, and other third parties to conduct periodic Air Traffic Control Facility evaluations/audits and follow-ups in accordance with the FAA's rules, regulations and procedures.

**Section 2.** Bargaining unit employees will cooperate in internal evaluations/audits of the facility where employed in an on-duty status.

**Section 3.** The Employer shall notify the Union at least thirty (30) days in advance of any scheduled evaluation or follow-up. If the Employer receives less than thirty (30) days notice from the FAA or other third party of an evaluation or follow-up, the Employer shall notify the Union immediately.

**Section 4.** Should the FAA, the Employer, or other third party elect to interview any bargaining unit employee regarding any evaluation, audit, survey or any other facility or service assessment, the individual, upon their request, shall be afforded Union representation. The Union representative will be on duty time, if otherwise in a duty status.

**Section 5.** When an evaluation, audit or assessment is conducted at an air traffic facility, the Union at the local level may designate one (1) member to serve on the evaluation team. The Union representative, if otherwise in a duty status, shall function at the direction of the evaluation team leader as a full member of the evaluation team, unless prohibited by the third party conducting the evaluation, audit or assessment. The Union representative's schedule may be adjusted so he/she can participate in a duty status. The Union representative will be permitted to attend round table discussions and debriefings to facility management whenever the full team is assembled for the purpose of such discussions or briefings.

**Section 6.** Upon request, the Principal Facility Representative or his/her designee will be allowed to attend the final debriefing, on duty time, if otherwise in a duty status.

**Section 7.** The Employer will provide the Principal Facility Representative with a copy of the final report of an evaluation and/or follow-up. The Principal Facility Representative will cooperate with the Air Traffic Manager in remedying any deficit area identified in the evaluation.

**Section 8.** Bargaining unit employees will participate in internal evaluations of the Employer at the facility where employed in an on-duty status.

## **ARTICLE 34**

### **LEAVE**

**Section 1.** Employees are entitled to annual leave with pay that accrues as follows:

- a. two (2) weeks per year with less than five (5) years of service;
- b. three (3) weeks per year after five (5) years of service;
- c. four (4) weeks per year after fifteen (15) years of service;
- d. Five (5) weeks per year after twenty (20) years of service;
- e. Employees may not use annual leave until after they have completed one (1) year of service.

**Section 2.** Employees may annually carry over a total balance of up to eighty (80) hours of vacation leave per year, unless the employee is entitled, in accordance with Article 34, Section 1, to accrue additional weeks of vacation leave per year, in which case the limit shall be the same as the accrual. During the pay period immediately following each employee's annual anniversary date of employment, any vested vacation leave hours in excess of the carryover limit will be cashed out and paid to the employee.

**Section 3.** Absent exceptional circumstances employees are guaranteed the opportunity to take at least two consecutive weeks of vacation leave per calendar year.

**Section 4.** Absent exceptional circumstances, eligible employees shall be authorized the use of all vacation leave earned.

**Section 5.** The Air Traffic Manager and the Principal Facility Representative will cooperate to ensure that employees are permitted to take vacation leave of their choice to the extent possible. Absent a collaboratively developed local bidding procedure between the Air Traffic Manager and the Principal Facility Representative, the following Prime Annual Leave bidding procedure shall be facilitated by the Principal Facility Representative and provided to the Air Traffic Manager to determine Prime Annual Leave schedules:

- A. Prime vacation leave (annual leave) is bid by seniority during one bid period in December for the following calendar leave year. The length of the bidding period will be the first twenty one (21) days in December. Employees shall not be required to bid while not on duty.
- B. Other requests for leave (advanced annual leave requests) are those submitted after the bidding period referred to in A, above, and before the posting of a schedule to be worked. They will be considered for approval on a first come, first served basis. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved on a first requested basis. The Parties at the local level shall collaborate to establish the method for recording non-prime vacation leave requests.
- C. Spot leave requests are those requests submitted for a posted schedule. Spot leave requests are also considered for approval on a first come, first served basis. If the request was disapproved and annual leave for that time period later becomes available, the leave shall be approved in the order that the request was received.

**Section 6.** Eligible employees may take leave in six-minute increments for any reason.

**Section 7.** An employee on vacation leave who becomes sick shall have the right to convert vacation leave to banked leave or sick leave, provided the employee has available banked or sick leave.

**Section 8.** In those cases where an eligible employee resigns or is otherwise terminated, the Employer shall pay out all unused, accrued or banked leave to the employee. In the event of death of an eligible employee, the Employer shall pay out all unused, accrued or banked leave to the employee's designated beneficiary or, if otherwise designated, to the employee's estate.

**Section 9.** An employee shall have the option to allot excess benefit monies for the purpose of creating a leave bank for use in case of illness or other purposes. This bank shall not exceed eighty (80) hours.

**Section 10.** Employees will be permitted to use accrued annual and/or banked leave, or LWOP (without regard for the cap in Section 17), for jury duty, court appearances, and other such special circumstances.

**Section 11.** Employees will receive paid time off during periods of emergencies that officially close the Employer's facility. Payment for this time off is subject to the approval of the FAA contracting officer.

**Section 12.** If an employee becomes seriously ill or injured at work, the Employer shall arrange for transportation to a physician, medical facility, or other designated location. If requested by the employee, or if the employee is unable to request, the employer shall notify the employee's family or designated party of the occurrence and location of the employee.

**Section 13.** An employee will request leave in advance unless illness prevents advance notice, in which case the employee will notify the Air Traffic Manager as soon as possible. An employee will not be required to furnish a medical certificate for absences of three consecutive days or less.

**Section 14.** Any benefit plan(s) and/or accrual of leave shall continue in force during any period an employee is on paid leave.

**Section 15.** The Air Traffic Manager may approve up to two hours of duty time for the purpose of voting. This may be granted to employees whose work schedules prevent them from voting during the time the polls are open.

**Section 16.** Staffing permitting, upon request, the employee shall be granted a short period of LWOP not to exceed ten (10) days annually, except as provided in Articles 2 and 3, and Section 10 of this Article. The Controller-in-Charge (CIC) may approve LWOP for a single shift or less for the current day.

**Section 17.** All military leave shall be approved in accordance with the Uniformed Services Employment and Reemployment Rights Act.

**Section 18.** The Employer shall continue to provide leave pursuant to the Family and Medical Leave Act.

**Section 19.** Any changes to this Article shall be in accordance with Article 7, Changes in working conditions.

## **ARTICLE 35 HEALTH AND WELFARE**

**Section 1.** The Employer shall establish an optional dental plan and major medical insurance plan that is available to bargaining unit employees. Employee participation in either or both plans is voluntary.

**Section 2.** The Employer shall provide a comprehensive workers compensation insurance program at no cost to the employee.

**Section 3.** The Employer shall provide, or otherwise make available, an optional life insurance and accidental death and dismemberment insurance policy for bargaining unit employees. Bargaining unit employee participation shall be voluntary. The minimum coverage shall be thirty thousand dollars (\$30,000.00).

**Section 4.** Employees will be paid any excess benefit monies after deduction of selected benefits options. Excess benefit monies will be paid in the first pay period following receipt of the funds from the FAA.

**Section 5.** Employees will receive \$4.27 an hour in fringe benefits for all hours paid. The parties agree to annually re-negotiate the health and welfare hourly rates during the month of August, beginning in 2016, to determine what changes if any are appropriate for the hourly rates that will be effective beginning October 1<sup>st</sup> following the review.

**Section 6.** The Parties agree to meet for the purpose of discussing alternative options for employee benefit plans.

**Section 7.** RVA shall continue to offer substantially the same United Healthcare Plan, and CI<sup>2</sup> shall continue to offer substantially the same Humana Health Care Plan in effect upon ratification of this Agreement, for the duration of this Agreement. Should the current Employer hourly fringe benefit contribution rate fail to fully cover the total increase to RVA bargaining unit employees' medical, dental, accidental death or dismemberment and life insurance plans, the Employer shall pay forty five percent (45%) of the increase that is not offset by the increase to the Employer hourly fringe benefit contribution rate.

**Section 8.** Pursuant to Article 7 of this Agreement, the Employer agrees that it will make all reasonable efforts to provide at least thirty (30) days notice to the Union of any anticipated changes to the health and welfare plan and a meaningful opportunity to bargain prior to making any decisions to modify the existing plan, increase employee's premiums, or switching providers.

**Section 9.** If the Employer solicits quotes from health and welfare providers for the purpose of modifying employee's health and welfare coverage or switching providers, the Employer agrees to provide the Union the top three price quotes for coverage along with an explanation of benefits/coverage from each provider before making any modifications to coverage or selecting a new provider. If the Employer is unable to obtain three coverage quotes, the Employer shall provide the Union a copy of any letter or email the provider declining to provide a quote.

## **ARTICLE 36 RETIREMENT PLAN**

**Section 1.** The Employer shall, at a minimum, continue the current or equivalent 401(k) retirement plan currently in place and ensure each employee is fully informed about the plan and its availability. Employee participation in any plan shall be voluntary. Employees shall be entitled to utilize any loan programs available under the Employer's retirement plan.

**Section 2.** To the maximum extent permitted by applicable law, an employee is entitled to roll over any and all contributions from any retirement plan established by any former employer, or similar source, into the Employer provided 401(k) account.

**Section 3.** To the maximum extent permitted by applicable law, an employee may contribute any excess benefit monies to the 401 (k) retirement account, unless otherwise required beyond the employer's control.

## **ARTICLE 37 WAGES**

**Section 1.** Bargaining unit employees shall receive a base wage rate increase on October 1, 2016, as specified in the chart in appendix III and an increase of three percent (3%) every October 1 in the subsequent years of this Agreement.

**Section 2.** Bargaining unit employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive 1.1 times the employee's hourly rate of pay for each hour worked after 6:00 p.m. and before 6:00 a.m.

**Section 3.** Bargaining unit employees who work in excess of (40) hours in a workweek shall receive one and one-half (1½) times the employee's basic rate of pay for all hours worked in excess of (40) hours in a workweek. All overtime assignments will be offered first to bargaining unit employees in a fair and equitable manner.



**Section 4.** Bargaining unit employees who perform on-the-job training (hereinafter, "OJT") shall receive 1.1 times the employee's basic rate of pay for all time spent conducting OJT training on a position of operation.

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

**Section 6.** All hours worked on Sunday shall be paid at the employee's rate of basic pay plus a Sunday premium of twenty-five percent (25%) of the employee's basic rate for each hour of Sunday work.

## **ARTICLE 38 SUBSTANCE TESTING**

**Section 1.** All substance testing shall be done in accordance with applicable laws, and this Agreement.

**Section 2.** An employee who wishes to have a Union representative present during the drug testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not unreasonably delayed. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner.

**Section 3.** An employee who wishes to have a Union representative present during the alcohol testing process shall be permitted to do so, provided a representative is readily available, and the collection/test is not unreasonably delayed. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner. If a Union representative is not readily available the employee will be allowed to confer telephonically for a reasonable period of time not to exceed ten (10) minutes, prior to testing.

**Section 4.** Only employees who are in a duty status shall be subject to substance testing.

**Section 5.** Every reasonable effort shall be made to accommodate employee requests for leave immediately upon completion of an RVA directed drug test in order to allow the employee to secure back-up testing in a timely manner. Individuals who are granted such leave may be required, upon request, to provide proof that back-up testing was accomplished. Employees are not required to provide the results of such tests.

**Section 6.** The Union shall be provided the results of any DOT/FAA audit of the Employer's substance testing program that impacts NATCA represented facilities upon final disposition.

**Section 7.** Nothing in this Article shall be construed as a waiver of any employee,

Union, or Employer right.

## **ARTICLE 39 CONTROLLER IN CHARGE**

**Section 1.** Controller-In-Charge (hereinafter “CIC”) duties shall be in accordance with applicable FAA and RVA Orders.

**Section 2.** The CIC may approve LWOP for a single shift or less for the current day.

**Section 3.** When other qualified employees are available, the Principal Facility Representative will not be required to perform CIC duties.

## **ARTICLE 40 NEW FACILITIES/CURRENT FACILITY EXPANSION**

**Section 1.** The Parties recognize that mutual benefit may be derived from the Union being involved in any planning to build a new air traffic control facility, or expanding and/or remodeling an existing facility.

**Section 2.** When the Employer is invited by an outside entity to participate or be involved in project planning, the Employer agrees to keep the Union at the appropriate level apprised of the status of his/her involvement and solicit input from the Union on matters effecting potential working conditions of the employees. Should the project require (as determined by the entity in charge/Employer) an air traffic control subject matter expert (hereinafter, “SME”) on any project planning group/committee, the Employer will allow the Union at the appropriate level to designate an SME to support, any project planning group or committee, operational requirements permitting. The designee will provide subject matter expertise and be responsible for informing the Employer and the Union on the project status. The Employer, upon request, shall make every reasonable effort to adjust the designee’s schedule so that he or she is in a duty status when the project planning group or committee meets.

**Section 3.** Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Company right under this Agreement and/or the law.

## **ARTICLE 41 NATIONAL TRANSPORTATION SAFETY BOARD (NTSB)**

**Section 1.** The Parties recognize that the right of Union representatives to participate in NTSB investigations is at the complete discretion of the NTSB. Should the NTSB allow a Union representative to participate, the following procedures shall apply to such representative to be named by the Union.

**Section 2.** The Union will provide the Employer with the name of its representative for the NTSB investigation. If necessary, the representative, if a member of the NTSB team, will be permitted reasonable access to the Employer's NATCA-represented facilities, subject to advance notification.

**Section 3.** The Employer shall not object to NATCA party status for an investigation conducted at any NATCA-represented RVA facility.

**Section 4.** Union representation shall not be at the expense of the Employer.

## **ARTICLE 42 WHISTLEBLOWER PROTECTION**

**Section 1.** The Employer shall not retaliate against an employee for initiating federal investigations or other official proceedings to protect the safety of the National Airspace or to ensure a discrimination free workplace.

**Section 2.** The Employer shall not retaliate against an employee for reporting unsafe circumstances or witnessed acts of discrimination by management or other employees to RVA management or other senior officials within the Company.

**Section 3.** Retaliation is defined as the targeting of the whistleblower or other employees with reductions in compensation, benefits, or workforce on account of an employee's whistleblower activities.

## **ARTICLE 43 OVERPAYMENT**

**Section 1.** The Employer shall not discipline employees in connection with an alleged overpayment of wages or other indebtedness unless the overpayment or indebtedness was the result of the employee's willful fraud or deception.

**Section 2.** The Employer will only collect the amount of overpayment and shall not include any interest.

**Section 3.** The Employer shall comply with all applicable State and Federal laws regarding deductions from employees' wages.

## **ARTICLE 44 HARDSHIP TRANSFERS**

**Section 1.** The Parties agree to review transfer requests under hardship conditions in an open, fair, and expeditious manner and to resolve those requests in the best interests of the employee and the Employer. This Article is not intended to address emergency situations that may occur, where the Employer determines that immediate action is necessary to protect the health and welfare of the employee and/or immediate family.

**Section 2.** Transfer requests under verified hardship conditions shall be classified in one of the following three categories (in order of priority):

- I. The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.
- II. Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate. Not all situations of separation from parents will be considered a hardship.
- III. Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a different geographical area would allow the employee to maintain contact with his or her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Factors that should be considered are the length of time of separation, the age, and health of the children.

All relevant factors shall be considered for each condition, but at a minimum shall include:

1. whether the employee previously used this issue as a hardship.
2. other unique circumstances.
3. the distance and ease of commute.

In order to effectively comply with the intent of the definition of a geographic area, employees must provide a list of all facilities and/or cities that will meet the needs of their specific hardship.

**Section 3.** An employee requesting a hardship transfer shall submit a written request to his or her current Air Traffic Manager. The request shall include at least the following:

- a. a statement that the employee is requesting a transfer in accordance with transfer procedures contained within this CBA, and this Article;
- b. facility/geographical area(s) the employee is requesting;
- c. the reason(s) justifying the hardship need and all supporting documentation;

- d. appropriate release(s) from the employee authorizing the Parties to contact the appropriate sources as applicable to the request for the purpose of validating or clarifying any supplied documentation.

**Section 4.** Once the request has been reviewed by the Air Traffic Manager and the Principal Facility Representative and is complete, it shall be forwarded to the Employer and the Union at the Corporate/National level within five (5) business days. The Employer and Union within twenty (20) calendar days of submission of the hardship shall discuss and review the request to ensure it falls in one of the three categories eligible for hardship consideration and that the appropriate documentation is provided. Requests that clearly fall outside the identified hardship categories or those requests which do not include supporting documentation will be returned to the employee with a brief explanation of the denial. A bona fide hardship transfer request will remain active for twenty four (24) months. If the bona fide hardship conditions change during the twenty four (24) month period, the employee shall notify the Air Traffic Manager and the Principal Facility Representative as soon as practicable.

**Section 5.** Employees with a bona fide hardship request may be required to report to the requested facility within fourteen (14) calendar days unless mutually agreed to by the parties. Employees shall not have return rights to the position vacated upon transfer. It is understood that hardship transfers are at the expense of the employee.

**Section 6.** A vacancy shall first be offered to employees on the recall list pursuant to Article 15. If the vacancy remains unfilled, then it shall be offered to employees with a bona fide hardship transfer request on a first come, first served basis.

## **ARTICLE 45 DATA SECURITY**

**Section 1.** The Employer shall ensure the privacy and treat as confidential all employee records, including, but not limited to, employee addresses, phone numbers, email addresses, social security numbers, financial information, and medical records. Employee records shall be disclosed only as required by law, this Agreement, or express written consent by the employee.

**Section 2.** If employee records are lost, stolen, or improperly disclosed, the Employer will immediately notify the Union and the affected employee(s), and the Employer will negotiate with the Union to resolve the breach of security and its effects on employee(s).

**Section 3.** The Employer shall comply with all applicable Federal, State and Local laws, rules, and regulations relating to privacy and confidentiality of employee records.

## **ARTICLE 46**

### **VOLUNTARY LEAVE TRANSFER PROGRAM**

**Section 1.** The Employer shall continue to offer voluntary leave transfer (hereinafter “VLTP”) for employees to use during periods of illness. Employees have the option of transferring earned leave to co-workers under certain circumstances.

In the event of a prolonged employee illness (two [2] weeks or more), co-workers can elect to transfer earned leave to his/her account for use during the illness pursuant to these guidelines:

- a. The leave will be transferred on an hour-by-hour basis, regardless of differences in rates of pay. Banked leave may not be donated.
- b. The donee (employee receiving the leave) must have already exhausted all forms of paid leave.
- c. The donor (employee giving the leave) may not donate leave to his/her supervisors; i.e. a person working as an ATCS may not donate leave to his Air Traffic Manager, or Area Manager.
- d. Leave can only be donated to an employee who has notified the corporate office in writing and is listed on a Leave Transfer Bulletin. The employee’s Principal Facility Representative may make this notification on behalf of the employee.
- e. The donee must be expected to be off from work for two (2) weeks or more, due to illness, injury surgery, or other medical condition.
- f. Both the donor and the donee must have been employed by RVA for a period of one (1) year or more.
- g. This is a completely voluntary program. There are no requirements for any employee to participate by donating any of his/her vacation leave.
- h. When all of the above listed guidelines have been met, RVA shall approve the leave transfer.

**Section 2.** Any transferred leave that is not taken during the period of illness shall be automatically restored to the leave donor.

## **ARTICLE 47**

### **SURVEYS AND QUESTIONNAIRES**

**Section 1.** The Employer shall not conduct surveys of bargaining unit employees without providing the Union an opportunity to negotiate over the questions and related issues. The Union will be provided an advance copy of any survey(s) prior to distribution. The

union shall provide to the Employer any comments or questions, regarding the survey, within five (5) days of receipt of the survey information. Any survey conducted of bargaining unit personnel shall be done on duty time. Participation in surveys by bargaining unit employees shall be voluntary. The Employer cannot guarantee the anonymity of handwritten employee comments; therefore, employees shall have reasonable access to a computer for preparation of survey comments.

#### **ARTICLE 48 DRESS CODE**

**Section 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which will not erode public confidence in the professionalism of the air traffic controller work force.

#### **ARTICLE 49 SMOKE FREE FACILITIES**

**Section 1.** RVA/Subcontractor operated towers shall be maintained as a smoke free environment, to include electronic cigarettes. Consequently, smoking is prohibited in all areas of the tower buildings at all times and concurrence or agreement contrary to this policy does not alter this requirement.

#### **ARTICLE 50 PROBATIONARY PERIOD**

**Section 1.** 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 Company and shall not have access to the grievance and arbitration procedures as defined by this Agreement.

#### **ARTICLE 51 NEW TECHNOLOGIES/PROCEDURES**

**Section 1.** The Parties recognize that mutual benefit may be gained from Union involvement in the development, planning, testing, and/or implementation of technological, procedural, or airspace changes, in order to provide operational perspective. The decision to include the Union in New Technology/Procedures is solely at the discretion of the Employer.

**Section 2.** For those matters referenced in Section 1 of this Article, at the Employers discretion, the Employer shall provide written notice to the Union at the appropriate level, and the Union may designate a participant to be involved. The Union designee will provide technical expertise and will be provided access to the same information provided to other group members and will be responsible for informing the Union on the project status. The Union's designee shall be on duty time if otherwise in a duty status, and is entitled to travel and per diem when appropriate, while participating on the

committee/project group. The Employer shall make every reasonable effort to schedule the Union designee so that he or she is in a duty status when the project planning group or committee meets.

**Section 3.** The Union at the appropriate level will be promptly notified when the Company becomes aware of the approval of project implementation plan(s) for the new technological, procedural, or airspace changes.

**Section 4.** Negotiations on issues not previously agreed upon shall be conducted in accordance with Article 7 of this Agreement. Nothing in this Article shall be construed as a waiver of any Union or Company right under this Agreement and/or the law.

## **ARTICLE 52 PUERTO RICO**

**Section 1.** The provisions of the Laws of the Commonwealth of Puerto Rico, that are applicable to individuals employed within the Commonwealth, shall be provided to the Air Traffic Control personnel employed at Isla Grande and Aguadilla, Puerto Rico.

**Section 2.** Facility certified, full time air traffic control specialists employed at Isla Grande and Aguadilla, Puerto Rico shall receive a cost-of-living allowance (COLA) in the amount equal to 5% of their yearly hourly pay, excluding differentials and premium pay. For example, an employee paid for forty (40) hours per week for the full year shall receive three thousand four hundred twenty dollars and fifty six cents (\$3,420.56) in COLA for the first year of this Agreement, which shall be included in his or her bi-weekly paychecks. Either party may reopen this provision (Article 52, Section 2) of the CBA upon a reasonable showing of a significant change in circumstances to the cost of living for employees at Isla Grande or Aguadilla, Puerto Rico.

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

**Section 4.** Employees shall be entitled to a minimum of eleven (11) paid holidays within each year. Guaranteed paid holidays are:

New Year's Day	Marin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day
Good Friday	



## **ARTICLE 53**

### **JOB SHARE**

**Section 1.** Job Share positions are voluntary arrangements between two (2) or more employees within a facility to divide a full time (80 hours per pay period) position. Job Sharers must be equally qualified employees.

An employee must request to participate in job sharing or agree to be hired into a Job Sharing position. Employees' requests to participate in job sharing must be made in writing to the Air Traffic Manager, utilizing the Job Share Request Form (Appendix V). The request must identify the job to be shared and the employees who propose to share it. The employee is responsible for finding a job share partner(s) unless a Job Share vacancy is to be filled pursuant to Section 13 of this Article.

In the event a single employee wants to start a Job Share arrangement and there is no facility employee willing to Job Share, once approved by RVA, the Employer will then seek approval from the FAA for Job Share at that facility. Upon FAA approval, RVA will solicit first internally, and, if there are no available candidates, will then solicit externally, for an employee to participate in the Job Share in accordance with Article 17. An employee's requests to participate in Job Sharing must be made in writing to the Area Manager of RVA or CI<sup>2</sup>, as appropriate, utilizing the Job Share Request Form (Appendix V).

**Section 2.** The Parties understand that FAA and/or RVA/CI2 have the authority to withhold approval of a Job Sharing request, or to terminate Job Sharing of a position if one of the Job Share participants takes a full-time position with RVA, transfers to another facility, or leaves RVA employment. The parties further understand the FAA has the authority to terminate Job Sharing in any RVA/CI2 facility. In the event that the FAA/RVA cancels Job Share at a facility, RVA will provide notice to affected employees and the Union at the first possible opportunity.

**Section 3.** Each Job Sharer must understand his/her individual responsibility in carrying out the duties and requirements of the position. Any change to an approved Job Sharing arrangement requires the establishment of a new job sharing plan consistent with this Agreement.

**Section 4.** Job Share employees are responsible for an 80-hour-per-pay-period schedule and are responsible for notifying the Air Traffic Manager of the days/hours worked by each participant. Job Share employees may work additional hours and overtime but shall not be required to work additional hours to cover for leave periods solely because they are occupying Job Share positions. However, Job Share employees may volunteer to work such additional hours for backfill purposes in lieu of RVA assigning overtime to other employees to provide coverage.

**Section 5.** Exchange of previously posted shift assignments between Job Share employees requires advance approval of the Air Traffic Manager.

**Section 6.** To the extent practicable, job sharers agree to provide thirty (30) days notice before terminating a Job Share arrangement. The remaining Job Sharer will work full-time until another Job Sharer is found in the event that one Job Sharer is unable to maintain the agreed upon schedule, goes on extended leave, resigns, or takes another job.

**Section 7.** Except as otherwise provided for in Section 6, employees on Job Share arrangements shall not be required to work additional hours solely for the purpose of avoiding the payment of overtime. This does not preclude Job Share employees from voluntarily accepting the assignment of additional work hours depending on the operational requirements of the facility.

**Section 8.** Requests for and granting of leave for Job Sharers are handled in accordance with Article 34 of this Agreement.

**Section 9.** Job Share employees receive a full year of service credit for each calendar year worked for the purposes of computing service for vacation leave accrual rate and seniority. A job share participant shall accrue leave for each year of service in accordance with Article 34 of this Agreement, on a pro-rated basis.

**Section 10.** In the event the FAA terminates Job Sharing at any facility affected employees will be offered the opportunity to convert to full-time, based on the availability of such positions. If enough full-time positions are not available within the affected facility, the provisions of Article 15 of this Agreement shall apply.

**Section 11.** If a full time position becomes vacant at the facility, Job Share employees may be required to work full-time until the vacant position is filled. RVA will make every effort to fill vacant positions as expeditiously as possible so that those employees previously on a Job Share arrangement can return to that arrangement as soon as possible.

**Section 12.** Job Share arrangements will terminate if one of the participants to the Job Share arrangement takes a full-time position with RVA, transfers to another facility, or leaves RVA employment and RVA is unable to find a replacement in accordance with Section 13 below.

**Section 13.** If one of the participants to the Job Share takes a full-time position with RVA, transfers or leaves RVA employment, RVA will solicit internally and then externally to fill the Job Share position as soon as possible. In the interim, the remaining employee shall work full time until a new Job Share partner is obtained.

**Section 14.** A reduced work schedule due to a Job Share arrangement does not reduce minimum monthly currency requirements as required by FAA Directives.

**Section 15.** In the event of a lay-off, the provisions for lay-offs in Article 15 of this Agreement will be adhered to, and Job Share employees will be considered to have seniority as established in Article 12 of this Agreement. If a Job Share employee has greater seniority than a full-time employee who is to be laid off, the Job Share employee

must be willing to accept full-time employment to continue working. Additionally, a Job Share employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours. Conversely, a full-time employee on layoff shall not have his/her recall rights affected in the event the employee declines an offer to return to a Job Share position.

**Section 16.** In the event facility staffing requirements change or in the event of a layoff, employees may request the opportunity to participate in a Job Share arrangement in lieu of being laid off. If a Job Share arrangement currently exists at the facility, in order to avoid the layoff and join an existing Job Share agreement, the participants of the Job Share must voluntarily agree to add the person(s). An employee who does not agree to a Job Share arrangement under the circumstances described in this section shall be put into a layoff status in accordance with Article 15 of this Agreement.

**Section 17.** Acceptance by any employee of a Job Share position does not establish the right of the employee to cancel his/her participation in the arrangement and return to full time unless a full time vacant position exists within the facility. In the event there are multiple qualified employees competing for the same vacancy the position will be filled according to seniority.

## **ARTICLE 54 PART-TIME EMPLOYEES**

**Section 1.** The Parties recognize that the FAA does not permit the use of part-time Employees in the FCT program. Accordingly, the Employer shall not hire or use part-time employees at any facilities except those where the Employer has a non-FCT program contract to provide air traffic control services. The Employer will notify the Union at the national level when it chooses to use part-time employees at a facility.

**Section 2.** Part-time employees are employees that are hired for a predetermined number of hours per week, less than (40) hours.

**Section 3.** In those facilities where the Employer hires part-time employees, the Parties shall engage in negotiations pursuant to Section 7 of this Agreement.

## **ARTICLE 55 PROTECTIVE PROVISIONS**

**Section 1.** The Parties recognize that events beyond their control may affect the general terms and conditions of employment specified in this Agreement. One example of such an event would be modification and/or termination of the contract under which one or more facilities covered by this Agreement are operated. In the event such a modification/termination becomes imminent, the Parties shall promptly meet to review and negotiate, as necessary, its impact. It is the intent of the Parties to conduct such reviews and negotiations in a manner that, to the extent practicable, protects:

- a) the employment status of employees who would otherwise be adversely affected;
- b) the certified representational rights of the Union; and
- c) the ability of the Employer to maintain an efficient and competitive operation.

## **ARTICLE 56 EFFECT OF THE AGREEMENT**

**Section 1.** Any provision of this Agreement shall be determined a valid exception to, and shall supersede any Employer rules, regulations, orders and practices which conflict with this Agreement. Any changes thereto will be in accordance with Article 7 of this Agreement. The Employer agrees to apply its rules, regulations, and directives and orders in a fair and equitable manner.

**Section 2.** The status of this Agreement and the Union's recognition will be governed by applicable law.

## **ARTICLE 57 DURATION**

**Section 1.** This Agreement is subject to Union ratification and shall remain in effect until December 30, 2020, and will commence on the effective date specified below. This Agreement shall automatically be renewed from year to year following the expiration date unless written notice to modify or amend is given by either party to the other. The written notice must be given not more than one hundred eighty (180) calendar days or less than sixty (60) calendar days preceding the expiration date of the Agreement. If negotiations towards a new Agreement are not completed prior to the expiration date of this Agreement, this Agreement shall remain in full force and effect until a new Agreement is reached or the Parties reach impasse.

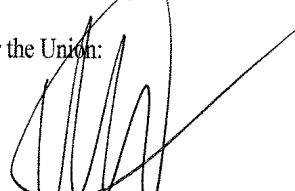
**Section 2.** If any part of this Agreement is, or is hereafter found to be in contravention of the laws or regulations of the United States or of any state having jurisdiction, such parts shall be superseded by the appropriate provisions of such law or regulation so as the same is in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made, the Employer and the Union will promptly negotiate and endeavor to reach an agreement upon a suitable substitute therefore.

**Section 3.** 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.

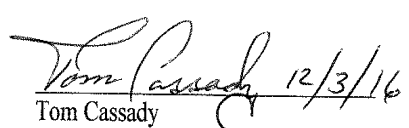
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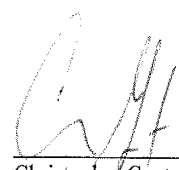
Signed this 11<sup>th</sup> day of December 2016:

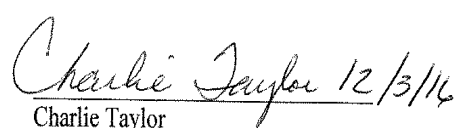
For the Union:

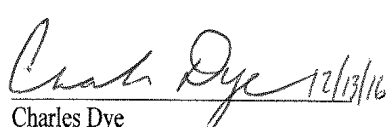
  
Victor Santore


For the Employer:

  
Tom Cassidy

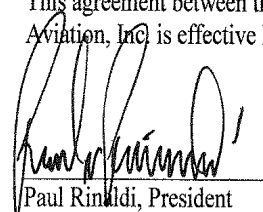
  
Christopher Gant, Esq.

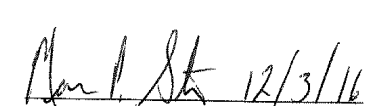
  
Charlie Taylor


  
Charles Dye

  
Edward Mears

This agreement between the National Air Traffic Controllers Association and Robinson Aviation, Inc. is effective December 11, 2016.

  
Paul Rinaldi, President  
National Air Traffic Controllers Association

  
Marcus Stevens, President  
Robinson Aviation (RVA), Inc.

  
Patricia Gilbert, Vice President  
National Air Traffic Controllers Association

## APPENDIX I

ID	Name	City	State
ABY	SOUTHWEST GEORGIA REGIONAL AIRPORT	ALBANY	GA
ADM	ARDMORE MUNICIPAL AIRPORT	ARDMORE	OK
AEG	DOUBLE EAGLE II AIRPORT	ALBUQUERQUE	NM
APF	NAPLES MUNICIPAL AIRPORT	NAPLES	FL
ASG	SPRINGDALE MUNICIPAL AIRPORT	SPRINGDALE	AR
BAZ	NEW BRAUNFELS REGIONAL AIRPORT	NEW BRAUNFELS	TX
BCT	BOCA RATON AIRPORT	BOCA RATON	FL
BFM	MOBILE DOWNTOWN AIRPORT	MOBILE	AL
BQN	RAFAEL HERNANDEZ AIRPORT	SAN ANTONIO	PR
BRO	BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL AIRPORT	BROWNSVILLE	TX
CLL	EASTERWOOD FIELD AIRPORT	COLLEGE STATION	TX
CNW	TSTC WACO AIRPORT	WACO	TX
CRE	GRAND STRAND AIRPORT	N. MYRTLE BEACH	SC
CRG	JACKSONVILLE EXECUTIVE AIRPORT AT CRAIG	JACKSONVILLE	FL
CXO	LONE STAR EXECUTIVE AIRPORT	CONROE	TX
DHN	DOTHAN REGIONAL AIRPORT	DOTHAN	AL
DTN	SHREVEPORT DOWNTOWN AIRPORT	BOSSIER CITY	LA
DTO	DENTON MUNICIPAL AIRPORT	DENTON	TX
ECP	NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT	PANAMA CITY	FL
EVV	NEW SMYRNA BEACH MUNICIPAL AIRPORT	NEW SMYRNA BEACH	FL
EWN	COASTAL CAROLINA REGIONAL AIRPORT	NEW BERN	NC
EYW	KEY WEST INTERNATIONAL AIRPORT	KEY WEST	FL
FIN	FLAGLER COUNTY AIRPORT	PALM COAST	FL
FMN	FOUR CORNERS REGIONAL AIRPORT	FARMINGTON	NM
FMY	PAGE FIELD AIRPORT	FT. MYERS	FL
FTY	FULTON COUNTY AIRPORT-BROWN FIELD	ATLANTA	GA
FWS	FORT WORTH SPINKS AIRPORT	BURLESON	TX
FYV	DRAKE FIELD AIRPORT	FAYETTEVILLE	AR
GKY	ARLINGTON MUNICIPAL AIRPORT	ARLINGTON	TX
GLS	SCHOLES INTERNATIONAL AIRPORT AT GALVESTON	GALVESTON	TX
GMU	GREENVILLE DOWNTOWN AIRPORT	GREENVILLE	SC
GTR	GOLDEN TRIANGLE REGIONAL AIRPORT	COLUMBUS	MS
GTU	GEORGETOWN MUNICIPAL AIRPORT	GEORGETOWN	TX
GYH	DONALDSON CENTER AIRPORT	GREENVILLE	SC
HKY	HICKORY REGIONAL AIRPORT	HICKORY	NC
HOB	LEA COUNTY REGIONAL AIRPORT	HOBBS	NM
HRL	VALLEY INTERNATIONAL AIRPORT	HARLINGEN	TX
HUM	HOUMA-TERREBONNE AIRPORT	HOUMA	LA
HWO	NORTH PERRY AIRPORT	PEMBROKE PINES	FL
HYI	SAN MARCOS MUNICIPAL AIRPORT	SAN MARCOS	TX

INT	SMITH REYNOLDS AIRPORT	WINSTON-SALEM	NC
ISM	KISSIMMEE GATEWAY AIRPORT	KISSIMMEE	FL
ISO	KINSTON REGIONAL JETPORT AT STALLINGS FIELD	KINSTON	NC
JQF	CONCORD REGIONAL AIRPORT	CONCORD	NC
LAL	LAKELAND LINDER REGIONAL AIRPORT	LAKELAND	FL
LAW	LAWTON-FORT SILL REGIONAL AIRPORT	LAWTON	OK
LEE	LEESBURG INTERNATIONAL AIRPORT	LEESBURG	FL
LRD	LAREDO INTERNATIONAL AIRPORT	LAREDO	TX
LZU	GWINNETT COUNTY AIRPORT-BRISCOE FIELD	LAWRENCEVILLE	GA
MFE	McALLEN MILLER INTERNATIONAL AIRPORT	McALLEN	TX
MKL	MCKELLAR-SIPES REGIONAL AIRPORT	JACKSON	TN
MLB	MELBOURNE INTERNATIONAL AIRPORT	MELBOURNE	FL
MQY	SMYRNA AIRPORT	SMYRNA	TN
OMN	ORMOND BEACH MUNICIPAL AIRPORT	ORMOND BEACH	FL
OPF	MIAMI OPA-LOCKA EXECUTIVE AIRPORT	OPA LOCKA	FL
PGD	PUNTA-GORDA AIRPORT	PUNTA GORDA	FL
PMP	POMPANO BEACH AIRPARK	POMPANO BEACH	FL
PWA	WILEY POST AIRPORT	BETHANY	OK
RBD	DALLAS EXECUTIVE AIRPORT	DALLAS	TX
ROG	ROGERS MUNICIPAL AIRPORT-CARTER FIELD	ROGERS	AR
RYY	COBB COUNTY AIRPORT-MCCOLLUM FIELD	KENNESAW	GA
SAF	SANTA FE MUNICIPAL AIRPORT	SANTA FE	NM
SGJ	NORTHEAST FLORIDA REGIONAL AIRPORT	ST. AUGUSTINE	FL
SGR	SUGAR LAND REGIONAL AIRPORT	SUGAR LAND	TX
SIG	FERNANDO LUIS RIBAS DOMINICCI AIRPORT	CAROLINA	PR
SJT	SAN ANGELO REGIONAL AIRPORT/MATHIS FIELD	SAN ANGELO	TX
SPG	ALBERT WHITTED AIRPORT	ST. PETERSBURG	FL
STX	HENRY E ROHLSSEN AIRPORT	KINGSHILL	VI
SUA	WITHAM FIELD AIRPORT	STUART	FL
SWO	STILLWATER REGIONAL AIRPORT	STILLWATER	OK
TCL	TUSCALOOSA REGIONAL AIRPORT	TUSCALOOSA	AL
TIX	SPACE COAST REGIONAL AIRPORT	TITUSVILLE	FL
TKI	MCKINNEY NATIONAL AIRPORT	McKINNEY	TX
TUP	TUPELO REGIONAL AIRPORT	TUPELO	MS
TXK	TEXARKANA REGIONAL AIRPORT-WEBB FIELD	TEXARKANA	AR
VCT	VICTORIA REGIONAL AIRPORT	VICTORIA	TX
VQQ	CECIL AIRPORT	JACKSONVILLE	FL
XNA	NORTHWEST ARKANSAS REGIONAL AIRPORT	BENTONVILLE	AR

NATCA and RVA have entered into this Agreement covering these facilities.



In addition to the above, facilities that become covered by this Agreement after the effective date of this Agreement will be under the terms specified below:

1. Exceptions to Article 2, Section 2 of this agreement are the provisions of Articles 35, Section 5 and Article 37, Section 1, which shall be effective in accordance with items 2 and 3 below.
2. Facilities for which NLRB certification is received or voluntary recognition is granted prior to August 1, of any given year, will be covered by the excepted articles listed above effective on October 1 of that year.
3. Facilities for which NLRB certification is received or voluntary recognition is granted after August 1, of any given year, will be covered by the excepted articles listed above effective on October 1 of the succeeding year.

## APPENDIX II

NATCA 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 accrued after a specified number of years as depicted in the chart below:

FACILITY	HOLIDAYS	2 WEEKS VACATION	3 WEEKS VACATION	4 WEEKS VACATION	5 WEEKS VACATION
AGUADILLA, PR	11	-	<15	15	20
ALBANY, GA	11	<5	5	15	20
ARDMORE, OK	10	<5	5	15	20
ARLINGTON, TX	10	<5	5	15	20
BETHANY, OK	10	<5	5	15	20
BOCA RATON, FL	10	<5	5	15	20
BROWNSVILLE, TX	10	<5	5	15	20
CECIL TOWER, JACKSONVILLE, FL	10	<5	5	15	20
CLINTON SHERMAN, OK	10	<5	5	15	20
COLLEGE STATION, TX	10	<5	5	15	20
CONCORD, NC	10	<5	5	15	20
CONROE, TX	10	<5	5	15	20
CRAIG FIELD, JACKSONVILLE, FL	10	<5	5	15	20
DALLAS EXECUTIVE REDBIRD, TX	10	<5	5	15	20
DENTON, TX	10	<5	5	15	20
DONALDSON, SC	10	<5	5	15	20
DOTHAN, AL	10	<5	5	15	20
DOUBLE EAGLE, NM	10	<5	5	15	20
DOWNTOWN MOBILE, AL	10	<5	5	15	20
FARMINGTON, NM	10	<5	5	15	20
FAYETTEVILLE, AR	10	<5	5	15	20
FLAGLER, FL	10	<5	5	15	20
FULTON COUNTY, GA	10	<5	5	15	20
GALVESTON, TX	10	<5	5	15	20
GEORGETOWN, TX	10	<5	5	15	20
GOLDEN TRIANGLE, MS	10	<5	5	15	20
GRAND STRAND, SC	10	<5	5	15	20
GREENVILLE, SC	10	<5	5	15	20
HARLINGEN, TX	10	<5	5	15	20

HICKORY, NC	10	<5	5	15	20
HOBBS, NM	10	<5	5	15	20
HOLLYWOOD, FL	10	<5	5	15	20
HOUMA, LA	10	<5	5	15	20
ISLA GRANDE, PR	11	<5	5	15	20
JACKSON (MCKELLER), TN	10	<5	5	15	20
KEY WEST, FL	10	<5	5	15	20
KINSTON, NC	10	<5	5	15	20
KISSIMMEE, FL	10	<5	5	15	20
LAKELAND, FL	10	<5	5	15	20
LAREDO, TX	10	<5	5	15	20
LAWRENCEVILLE, GA	10	<5	5	15	20
LAWTON, OK	10	<5	5	15	20
LEESBURG, FL	10	<5	5	15	20
MCALLEN, TX	10	<5	5	15	20
McCOLLUM FIELD- COBB CO, GA	10	<5	5	15	20
MCKINNEY, TX	10	<5	5	15	20
MELBOURNE, FL	10	<5	5	15	20
NAPLES, FL	10	<5	5	15	20
NEW BERN, NC	10	<5	5	15	20
NEW BRAUNFELS, TX	10	<5	5	15	20
NEW SMYRNA BEACH, FL	10	<5	5	15	20
NORTHWEST ARKANSAS, AR	10	<5	5	15	20
NORTHWEST FL. BEACHES, FL	10	<5	5	15	20
OPA LOCKA, FL	10	<5	5	15	20
ORMOND BEACH, FL	10	<5	5	15	20
PAGE FIELD, FT. MYERS, FL	10	<5	5	15	20
POMPANO BEACH, FL	10	<5	5	15	20
PUNTA GORDA, FL	10	<5	5	15	20
ROGERS, AR	10	<5	5	15	20
SAN ANGELO, TX	10	<5	5	15	20
SAN MARCOS, TX	10	<5	5	15	20
SANTA FE, NM	10	<5	5	15	20
SHREVEPORT DOWNTOWN, LA	10	<5	5	15	20
SMYRNA, TN	10	<5	5	15	20

SPINKS-BURLESON, TX	10	<5	5	15	20
SPRINGDALE, AR	10	<5	5	15	20
ST CROIX, U.S.V.I.	10	<5	5	15	20
ST PETERSBURG, FL	10	<5	5	15	20
ST. AUGUSTINE, FL	10	<5	5	15	20
STILLWATER, OK	10	<5	5	15	20
STUART, FL	10	<5	5	15	20
SUGARLAND, TX	10	<5	5	15	20
TEXARKANA, AR	10	<5	5	15	20
TITUSVILLE, FL	10	<5	5	15	20
TUPELO, MS	10	<5	5	15	20
TUSCALOOSA, AL	10	<5	5	15	20
VICTORIA, TX	10	<5	5	15	20
WACO, TX	10	<5	5	15	20
WINSTON-SALEM, NC	10	<5	5	15	20

NATCA and RVA have entered into a Master Agreement covering these facilities.

### APPENDIX III

Facility ID	Facility Name	City	State	ATCS Pay Rate Effective 10/1/2016
ABY	SOUTHWEST GEORGIA REGIONAL AIRPORT	ALBANY	GA	\$34.11
ADM	ARDMORE MUNICIPAL AIRPORT	ARDMORE	OK	\$34.00
AEG	DOUBLE EAGLE II AIRPORT	ALBUQUERQUE	NM	\$33.72
APF	NAPLES MUNICIPAL AIRPORT	NAPLES	FL	\$34.02
ASG	SPRINGDALE MUNICIPAL AIRPORT	SPRINGDALE	AR	\$34.04
BAZ	NEW BRAUNFELS REGIONAL AIRPORT	NEW BRAUNFELS	TX	\$32.42
BCT	BOCA RATON AIRPORT	BOCA RATON	FL	\$33.74
BFM	MOBILE DOWNTOWN AIRPORT	MOBILE	AL	\$32.67
BQN	RAFAEL HERNANDEZ AIRPORT	SAN ANTONIO	PR	\$32.89
BRO	BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL	BROWNSVILLE	TX	\$34.11
CLL	EASTERWOOD FIELD AIRPORT	COLLEGE STATION	TX	\$31.84
CNW	TSTC WACO AIRPORT	WACO	TX	\$34.00
CRE	GRAND STRAND AIRPORT	N. MYRTLE BEACH	SC	\$34.01
CRG	JACKSONVILLE EXECUTIVE AIRPORT AT CRAIG	JACKSONVILLE	FL	\$32.34
CXO	LONE STAR EXECUTIVE AIRPORT	CONROE	TX	\$37.12
DHN	DOTHAN REGIONAL AIRPORT	DOTHAN	AL	\$34.11
DTN	SHREVEPORT DOWNTOWN AIRPORT	BOSSIER CITY	LA	\$31.91
DTO	DENTON MUNICIPAL AIRPORT	DENTON	TX	\$34.79
ECP	NORTHWEST FLORIDA BEACHES INTERNATIONAL	PANAMA CITY	FL	\$32.29
EVV	NEW SMYRNA BEACH MUNICIPAL AIRPORT	NEW SMYRNA BEACH	FL	\$31.93
EWN	COASTAL CAROLINA REGIONAL AIRPORT	NEW BERN	NC	\$31.66
EYW	KEY WEST INTERNATIONAL AIRPORT	KEY WEST	FL	\$34.02
FIN	FLAGLER COUNTY AIRPORT	PALM COAST	FL	\$32.85
FMN	FOUR CORNERS REGIONAL AIRPORT	FARMINGTON	NM	\$34.00
FMV	PAGE FIELD AIRPORT	FT. MYERS	FL	\$32.67
FTY	FULTON COUNTY AIRPORT-BROWN FIELD	ATLANTA	GA	\$34.38
FWS	FORT WORTH SPINKS AIRPORT	BURLESON	TX	\$34.58
FYV	DRAKE FIELD AIRPORT	FAYETTEVILLE	AR	\$34.04
GKY	ARLINGTON MUNICIPAL AIRPORT	ARLINGTON	TX	\$33.29
GLS	SCHOLES INTERNATIONAL AIRPORT AT GALVESTON	GALVESTON	TX	\$38.36
GMU	GREENVILLE DOWNTOWN AIRPORT	GREENVILLE	SC	\$32.67
GTR	GOLDEN TRIANGLE REGIONAL AIRPORT	COLUMBUS	MS	\$34.26
GTU	GEORGETOWN MUNICIPAL AIRPORT	GEORGETOWN	TX	\$34.03
GYH	DONALDSON CENTER AIRPORT	GREENVILLE	SC	\$32.92
HKY	HICKORY REGIONAL AIRPORT	HICKORY	NC	\$31.61
HOB	LEA COUNTY REGIONAL AIRPORT	HOBBS	NM	\$33.15
HRL	VALLEY INTERNATIONAL AIRPORT	HARLINGEN	TX	\$34.01
HUM	HOUMA-TERREBONNE AIRPORT	HOUMA	LA	\$31.97
HWO	NORTH PERRY AIRPORT	PEMBROKE PINES	FL	\$34.37
HYI	SAN MARCOS MUNICIPAL AIRPORT	SAN MARCOS	TX	\$32.42
INT	SMITH REYNOLDS AIRPORT	WINSTON-SALEM	NC	\$32.67

ISM	KISSIMMEE GATEWAY AIRPORT	KISSIMMEE	FL	\$34.11
ISO	KINSTON REGIONAL JETPORT AT STALLINGS FIELD	KINSTON	NC	\$32.97
JQF	CONCORD REGIONAL AIRPORT	CONCORD	NC	\$34.04
LAL	LAKELAND LINDER REGIONAL AIRPORT	LAKELAND	FL	\$32.82
LAW	LAWTON-FORT SILL REGIONAL AIRPORT	LAWTON	OK	\$32.08
LEE	LEESBURG INTERNATIONAL AIRPORT	LEESBURG	FL	\$32.89
LRD	LAREDO INTERNATIONAL AIRPORT	LAREDO	TX	\$32.97
LZU	GWINNETT COUNTY AIRPORT-BRISCOE FIELD	LAWRENCEVILLE	GA	\$33.01
MFE	McALLEN MILLER INTERNATIONAL AIRPORT	McALLEN	TX	\$34.11
MKL	MCKELLAR-SIPES REGIONAL AIRPORT	JACKSON	TN	\$34.00
MLB	MELBOURNE INTERNATIONAL AIRPORT	MELBOURNE	FL	\$34.11
MQY	SMYRNA AIRPORT	SMYRNA	TN	\$34.03
OMN	ORMOND BEACH MUNICIPAL AIRPORT	ORMOND BEACH	FL	\$34.04
OPF	MIAMI OPA-LOCKA EXECUTIVE AIRPORT	OPA LOCKA	FL	\$34.52
PGD	PUNTA-GORDA AIRPORT	PUNTA GORDA	FL	\$31.68
PMP	POMPANO BEACH AIRPARK	POMPANO BEACH	FL	\$34.52
PWA	WILEY POST AIRPORT	BETHANY	OK	\$32.43
RBD	DALLAS EXECUTIVE AIRPORT	DALLAS	TX	\$34.20
ROG	ROGERS MUNICIPAL AIRPORT-CARTER FIELD	ROGERS	AR	\$34.04
RYY	COBB COUNTY AIRPORT-MCCOLLUM FIELD	KENNESAW	GA	\$33.19
SAF	SANTA FE MUNICIPAL AIRPORT	SANTA FE	NM	\$34.00
SGJ	NORTHEAST FLORIDA REGIONAL AIRPORT	ST. AUGUSTINE	FL	\$34.26
SGR	SUGAR LAND REGIONAL AIRPORT	SUGAR LAND	TX	\$36.93
SIG	FERNANDO LUIS RIBAS DOMINICCI AIRPORT	CAROLINA	PR	\$32.89
SJT	SAN ANGELO REGIONAL AIRPORT/MATHIS FIELD	SAN ANGELO	TX	\$34.00
SPG	ALBERT WHITTED AIRPORT	ST. PETERSBURG	FL	\$32.34
STX	HENRY E ROHLSSEN AIRPORT	KINGSHILL	VI	\$33.28
SUA	WITHAM FIELD AIRPORT	STUART	FL	\$33.82
SWO	STILLWATER REGIONAL AIRPORT	STILLWATER	OK	\$33.01
TCL	TUSCALOOSA REGIONAL AIRPORT	TUSCALOOSA	AL	\$34.11
TIX	SPACE COAST REGIONAL AIRPORT	TITUSVILLE	FL	\$32.24
TKI	MCKINNEY NATIONAL AIRPORT	McKINNEY	TX	\$34.65
TUP	TUPELO REGIONAL AIRPORT	TUPELO	MS	\$34.04
TXK	TEXARKANA REGIONAL AIRPORT-WEBB FIELD	TEXARKANA	AR	\$34.00
VCT	VICTORIA REGIONAL AIRPORT	VICTORIA	TX	\$32.97
VQQ	CECIL AIRPORT	JACKSONVILLE	FL	\$32.03
XNA	NORTHWEST ARKANSAS REGIONAL AIRPORT	BENTONVILLE	AR	\$32.97

## APPENDIX IV

**ROBINSON AVIATION (RVA), INC.**  
and  
**NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO**  
**(NATCA)**

**AVIATION SAFETY ACTION PROGRAM (ASAP)**  
**MEMORANDUM OF UNDERSTANDING**

1. **GENERAL.** Robinson Aviation (RVA), Inc., is an operator of Contract Towers under contract with the Federal Aviation Administration (FAA) to provide air traffic control and support at several airports within the National Airspace System. All operations are in compliance with Federal Aviation Regulations (FARs) for local airports.
2. **PURPOSE.** The FAA, RVA and NATCA are committed to improving Air Traffic Control (ATC) system safety. Each party has determined that safety would be enhanced if there were a systematic approach for all ATC operational personnel to promptly identify and correct potential safety hazards. The primary purpose of the RVA Aviation Safety Action Program (ASAP) is to identify safety events and implement appropriate skill enhancement and system corrective action to reduce the opportunity for safety to be compromised. In order to facilitate safety analysis and system corrective action, all RVA stakeholders join the FAA in voluntarily implementing this ASAP for eligible RVA personnel, which is intended to improve flight safety through voluntary, non-punitive self-reporting, cooperative follow-up, and appropriate skill enhancement or system corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.
3. **BENEFITS.** The program will foster a voluntary, cooperative, non-punitive Reporting Culture for the open reporting of safety problems and events. Through such reporting, all parties to this MOU will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop skill enhancement or system corrective action to help solve safety issues and eliminate deviations from applicable ATC directives and procedures. For a report accepted under this ASAP MOU, RVA will not use the information to support disciplinary action to address an event involving possible non-compliance with applicable ATC directives.
4. **APPLICABILITY.** This ASAP applies to RVA Air Traffic Control (ATCS) personnel involved with air traffic operations of RVA and only to events that occur while acting in that capacity. Reports of events involving apparent non-compliance with ATC directives that are not inadvertent or involve intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification of official government or company documents are excluded from the program.
5. **DEFINITIONS.** Intentional disregard for safety – Knowingly introducing a substantial and unjustifiable risk into the NAS.

CONCURRENCES	
ROUTING SYMBOL	AJI-0
INITIALS/SIG	C. [Signature]
DATE	6/24/14
ROUTING SYMBOL	AJI-111
INITIALS/SIG	B. [Signature]
DATE	6/26/14
ROUTING SYMBOL	AJI-11
INITIALS/SIG	C. Hawrysko
DATE	6/26/14
ROUTING SYMBOL	AJI-1
INITIALS/SIG	S. L. [Signature]
DATE	7/7/14
ROUTING SYMBOL	
INITIALS/SIG	
DATE	
ROUTING SYMBOL	
INITIALS/SIG	
DATE	
ROUTING SYMBOL	
INITIALS/SIG	
DATE	
ROUTING SYMBOL	
INITIALS/SIG	
DATE	

6. **PROGRAM DURATION.** This is a Demonstration Program, the duration of which shall be 18 months from the date this MOU is signed by all parties. If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ASAP may be terminated at any time, for any reason, by RVA, the FAA, or NATCA. The termination or modification of the program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed.
7. **REPORTING PROCEDURES.** When an eligible individual observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.
- (a) **ASAP Report.** At an appropriate time, the employee should submit a report via the ASAP website <https://safer-fct.org> for each safety problem or event within the time limits below.
- (b) **Time Limit.** Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the time frame within which they are submitted, provided they otherwise meet the acceptance criteria of paragraph 12(a) of this MOU. Reports that the Event Review Committee (ERC) determines to be non-sole source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes.
- (1) Within 24 hours after the end of the duty day for the day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and the employee's shift for that day ends at 1900 hours, the report should be filed no later than 1900 hours on the following day (Tuesday). In order for all employees to be covered under the ASAP for any apparent non-compliance with ATC directives resulting from an event, they must submit individual reports for the same event. If the ASAP system is not available to the eligible individual at the time he or she needs to file a report, the employee must contact the ASAP hotline, within the prescribed time limit, and state an intention to file. Such report must be filed within 72 hours of notification.
- (2) Within 24 hours of having become aware of possible non-compliance with ATC directives, provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 7(b)(1) above, the ERC will review all available information to determine whether the individual knew or should have known about the possible non-compliance with ATC directives within that time period. If the ERC determines that the employee did not know or could not have known about the possible non-compliance with ATC directives until informed of it, then the report will be included in the ASAP, provided the report is submitted within 24 hours of having become aware of possible non-compliance with ATC directives, and provided that the report otherwise meets the acceptance criteria of this MOU.



If the employee knew or should have known about the possible non-compliance with ATC directives, then the report will not be included in ASAP.

- (c) Non-reporting employees covered under this MOU. If an ASAP report identifies another covered employee in an event involving possible non-compliance with applicable ATC directives and that employee has not submitted a report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible non-compliance with applicable ATC directives. If the ERC determines that the employee did not know or could not have known about the apparent possible non-compliance with applicable ATC directives, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided the other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notifications from the ERC, the possible non-compliance with applicable ATC directives by that employee may be referred to an appropriate company office for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.
  - (d) Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another employee who is not covered under this MOU, and the report indicates that the employee may have been involved in possible non-compliance with applicable ATC directives, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under the ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit a ASAP report within 24 hours of notification from the ERC, the possible non-compliance with applicable ATC directives by that employee will be referred to an appropriate company office for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.
8. **POINTS OF CONTACT.** The ERC will be comprised of one RVA management representative, one RVA employee Union representative selected by the Union, and one FAA delegate assigned as the ASAP oversight representative. The RVA Operations Manager is responsible for the ASAP program administration. An RVA management representative will be designated as the ERC Chairman. The parties may utilize designated alternates to provide relief from operations and scheduling conflicts. RVA will designate one person who will serve as the ASAP Analyst. The RVA operations manager will not serve as a member of the ERC.

9. **ASAP SYSTEM/ANALYST.** The ASAP system will capture the date and time that the report was submitted. The report will be entered on the agenda for the next ERC meeting. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP system will send a notification of receipt to each submitter who submits a report. The ASAP system will track each event, the analysis of those events, and the status of recommended corrective actions. The ASAP Analyst will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations. The ASAP Analyst will not serve as a member of the ERC.

10. **EVENT REVIEW COMMITTEE.** The ERC will review and analyze reports submitted by employees under the program, identify actual or potential safety problems from the information contained in the reports, and may propose corrective action or refer the issue to the appropriate RVA office with recommended corrective action(s). The ERC will provide feedback to the individual who submitted the report regarding the status of the report.

(a) The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends. The 12-month review is in addition to any other reviews conducted by the parties to this MOU.

(b) The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a renewal of the continuing program is anticipated, the ERC will prepare and submit a report with the application to the FAA 60 days in advance of the termination date of the demonstration program.

11. **ERC PROCESS.**

(a) The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP Analyst. The ERC will determine the time of the meeting. The ERC will meet telephonically on a monthly basis, or more/less frequently as determined by the number and severity of reports that have accumulated or the need to acquire time-critical information. Unscheduled meetings may be called as required. If the ERC determines that a face to face meeting is necessary it may be held at a location agreeable to the parties.

(b) The ERC will make all decisions involving ASAP issues based on consensus. Consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report.

The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem, such as an operating deficiency or non-compliance with an ATC directive reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate offices within RVA and the FAA that have the expertise and responsibility for the safety area of concern.

Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, FAAO 2150.3 and the applicable FAA contract with RVA in the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s) and/or a qualification issue. The FAA will not use the content of the ASAP report in any subsequent enforcement action against the Company or employee, except as described in paragraph 12(a) (3) of this MOU.

- (c) It is anticipated that several types of reports will be submitted to the ERC: safety-related reports that appear to involve possible non-compliance with FAA and/or RVA manuals, procedures and/or policies; reports that are of a general safety concern, but do not appear to involve possible non-compliance with FAA and/or RVA manuals, procedures and/or policies; and any other reports of an administrative or operational nature. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.
  - (1) The ERC will forward non-safety reports to the appropriate RVA department for information and, if possible, resolution.
  - (2) For reports related to safety, including reports involving possible non-compliance with FAA, and/or RVA manuals, procedures and/or policies, the ERC will analyze the report and gather additional information concerning the matter described in the report, as necessary.
- (d) The ERC should also make corrective action recommendations for systemic issues. For example, such corrective action might include changes to procedures, or modifications to the training curriculum for employees. Any recommended changes that affect RVA will be forwarded through the ASAP Analyst to the appropriate RVA facility or manager for consideration, comment, and/or implementation as appropriate. RVA, NATCA, and the FAA will work together to develop appropriate corrective action for systemic issues. The ASAP Analyst will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action for a systemic issue that is not implemented as recommended should be recorded along with the reason.



- (e) ERC Recommendation: Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the event will be referred to the Company member of the ERC for further action, as appropriate.
- (f) Use of the ASAP Report: Neither the ASAP narrative report nor the content of the ASAP narrative will be used to initiate or support any FAA action or company disciplinary action, except as provided in paragraph 12(a)(3) of this MOU. The FAA may conduct independent investigations of an event(s) disclosed in any report, and RVA may initiate an investigation of an event(s) disclosed in a non sole-source report.

## 12. ENFORCEMENT AND COMPANY ACTION.

- (a) Criteria for Acceptance – The following criteria must be met in order for a report to be covered under ASAP:
  - (1) The employee must submit the report in accordance with the time limits specified under paragraph 7(b) of this MOU;
  - (2) Any possible non-compliance with applicable ATC directives disclosed in the report must be inadvertent and must not involve intentional disregard for safety; and,
  - (3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA and RVA office for further handling. The FAA and RVA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. RVA may use the content of such reports for appropriate company action. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Reports referred back under these circumstances will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.
- (b) Sole Source Reports – A report is considered a sole source report when all evidence of the event is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole source reports will be addressed with an ERC response with suggested corrective action, if applicable. It is possible to have more than one sole source report for the same event.
- (c) Reports Involving Qualification Issues – ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a submitter will be addressed with Skill Enhancement Training, if such action is appropriate and recommended by the ERC.

- (d) Excluded from ASAP – Reported events involving possible non-compliance with applicable ATC directives that are excluded from ASAP will be referred by the ERC to appropriate office(s) within the FAA and RVA for any additional investigation, re-examination and/or enforcement action, as appropriate.
  - (e) Corrective Action – When appropriate, the ERC will recommend corrective action for an employee who submitted an accepted ASAP report. All employee corrective action will address issues uncovered by the event reported. All corrective action involving the training of employee(s) will be considered as training to proficiency. Such employee training will be designed in a manner to assist the employee to correct any deficiencies identified through his/her ASAP report or investigation. Employees initially covered under ASAP will be excluded from the program and not entitled to any incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.
  - (f) Systemic Corrective Action – Failure of the Company to complete the ERC recommended system corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter to the appropriate FAA organization for appropriate action.
  - (g) Repeated Instances of Non-compliance – Reports involving the same or similar possible non-compliance with applicable ATC directives as were previously addressed under ASAP may be accepted into the program at the discretion of the ERC. Those accepted must otherwise satisfy the acceptance criteria in section 12(a). The ERC will consider on a case-by-case basis the corrective action appropriate for such reports.
  - (h) Closed Cases – A closed ASAP case may be reopened and appropriate action taken if evidence is discovered later that establishes that the violation should have been excluded from the program.
13. **EMPLOYEE FEEDBACK.** The ASAP Analyst will provide regular feedback to the employees in a manner acceptable to the ERC. This may include a synopsis of the reports received from submitters at least quarterly via the appropriate communication method. The reports may be prepared with aggregate or summary information, and must include information regarding actions taken in response to ASAP reports. The synopsis reports will be redacted to ensure that neither the facility nor the submitter of individual reports can be identified. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.
14. **INFORMATION AND TRAINING.** The details of the ASAP will be made available to all eligible employees and their supervisors. Each eligible employee will receive information on the program and instructions on how to submit reports. All eligible new-hire employees will receive training on the program and instructions on how to

submit reports during their initial training. As necessary, recurring training will be made available to eligible employees.

15. **REVISION CONTROL.** Revisions to this MOU shall be documented using standard revision control methodology. Any modifications of this MOU must be accepted by all parties to the agreement

16. **RECORDKEEPING.** All documents and records regarding this program will be kept by the ASAP Analyst and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR, FAA directives, and all applicable law. RVA and the FAA will maintain whatever records they deem necessary to meet their needs.

17. **SIGNATORIES.** All parties to this ASAP are entering into this agreement voluntarily.

For RVA:

Charles R. Taylor May 30, 2014  
Charles R. Taylor, RVA VP/AT Services Date

For Federal Aviation Administration:

[Signature] 7/7/2014  
Title Date

For NATCA:

[Signature] 6/6/2014  
Steve Hansen, Chairman, National Safety Committee Date

## **NATCA/RVA ASAP IMPLEMENTATION AGREEMENT**

### **ARTICLE I PROGRAM IMPLEMENTATION & TRAINING**

**Section 1.** Prior to implementing the ASAP program, RVA shall train all employees on how the automated reporting system is set up, tracked, stored, and generally operates. Training shall be developed and conducted collaboratively with NATCA.

**Section 2.** RVA shall conduct regular new employee and new manager training on how the RVA ASAP program operates and the respective duties of the participants. This training will be developed collaboratively with NATCA.

**Section 3.** RVA shall ensure that all new members of the ERC have the ability to attend FAA provided ERC training.

**Section 4.** NATCA and RVA shall jointly review and make recommendations for changing the ASAP reporting form and database prior to implementation.

**Section 5.** Members of the ASAP team, ERC ASAP Analyst and all visitors shall be required to sign non-disclosure agreements, and maintain strict confidentiality in regards to all information that they receive on account of their duties as members of the ERC.

**Section 6.** RVA shall provide all information reasonably related to an incident (via the ASAP Analyst) that has been submitted to the ASAP Program, if requested by the ERC.

**Section 7.** The NATCA ERC Representative shall be on paid time while conducting ERC duties within the facility. Such duties shall include but not be limited to preparing for meetings, serving on the ERC, post ERC meeting follow-up, and any associated travel.

**Section 8.** RVA shall pay for all approved travel required for the NATCA ERC Representative to perform his or her duties.

### **ARTICLE II EMPLOYEE PROTECTION**

**Section 1.** RVA shall, when operationally feasible, provide employees choosing to file an ASAP report time and a location to file a report.

**Section 2.** The ATM shall normally provide the ERC all relevant information or SET recommendations within 3 administrative days of notifying the employee of the event. A review of an employee's performance during an occurrence is not disciplinary in nature. Such a review is necessary to consider whether additional action is appropriate. Supporting information must accompany any recommended corrective action.



*NOTE- The ERC is interested in any additional information that the facility management, union representative, and submitter can provide that would help the ERC understand not only what happened during a safety event, but also why the event happened. If the facility intends to propose SET, they must supply the information relied upon to make that recommendation; for example, such as relevant portions of the employee's performance history, involvement in similar types of events, any ongoing training, and other performance directly related to this type of event. A joint proposal from facility management and the union representative provides the most useable feedback for the ERC.*

**Section 3.** RVA shall not take any action to decertify or discipline an employee for events covered by an accepted ASAP report.

**Section 4.** RVA shall not use the exclusion of an ASAP report and/or associated messages by the ERC as a basis for discipline.

**Section 5.** RVA shall consider a submitted ASAP report as accepted unless the ERC confirms otherwise.

**Section 6.** RVA shall, as appropriate, return the affected employee to operational duty on some, none, or all positions while awaiting the ERC decision.

**Section 7.** When requested by a Party to this agreement, the ERC may meet to address a report or issue that requires immediate attention.

**Section 8.** When an employee is removed from operational status:

- He/she is not forced into a leave or non-pay status while awaiting the ERC decision;
- Employee's regular schedule and days off may only be changed if necessary to accomplish the training process as recommended by the ERC.
- RVA will request immediate attention to this issue by the ERC.

**Section 9.** RVA shall provide employees adequate time and resources to accomplish SET in a timely manner as recommended by the ERC for any accepted ASAP report.

**Section 10.** RVA shall keep confidential, to the extent feasible, information requested by, and all SET recommended by the ERC.

**Section 11.** RVA shall record ASAP SET as Type 4 training on FAA Form 3120-1 under "Major Subject Areas". The form will simply state "ASAP Training".

**Section 12.** The ATM shall give feedback to the ERC on training completion and/or qualification issues.

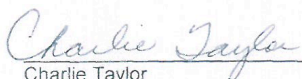


**Section 13.** RVA shall respond to all information requests from the ERC/analyst and accomplish corrective action.

**Section 14.** Local documentation may be retained regarding incidents about which reports were accepted into ASAP. Incidents with an accepted ASAP report may not be referenced or used to support any disciplinary or decertification action and may be used as part of the rationale for SET only if that training is approved by the ERC.

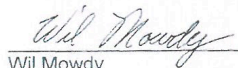
**Section 15.** Personal records, notes, or diaries maintained by a supervisor with regard to his/her employees' involvement in incidents associated with an accepted ASAP report are restricted from use as a basis to support the following:

- A performance evaluation of less than fully successful, including initiation of an Opportunity to Demonstrate Performance.
- Denial of a promotion.
- Disciplinary or adverse actions.
- Decertification.



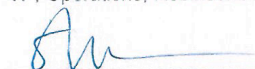
Charlie Taylor  
VP, AT Services, Robinson Aviation (RVA), Inc.

4/7/15  
Date



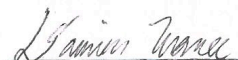
Wil Mowdy  
VP, Operations, Robinson Aviation (RVA), Inc.

4/7/15  
Date



Steve Hansen  
Chairman, National Safety Committee  
National Air Traffic Controllers Association

4/17/15  
Date



Damien Maree  
Labor Relations Attorney  
National Air Traffic Controllers Association, AFL-CIO

4/23/15  
Date

## APPENDIX V

Appendix A

### NATCA/RVA JOB SHARE REQUEST FORM

To: \_\_\_\_\_  
Air Traffic Manager \_\_\_\_\_ Date \_\_\_\_\_

We, the undersigned, request to participate in RVA's Job Share Program. We understand that Job Share positions are voluntary arrangements between two (2) or more employees to divide a full time (80-hours-per-pay-period) position, and that Job Sharers must be equally qualified employees.

We intend to share the position of \_\_\_\_\_, at \_\_\_\_\_.  
Job Title Name of Facility

We understand that it is our responsibility to determine how scheduled hours are to be divided for each 80-hour-per-pay-period schedule, and to notify the Air Traffic Manager.

We understand that a reduced work schedule due to a job share arrangement does not reduce minimum monthly currency requirements.

We also recognize that Job Sharing arrangements may be subject to FAA approval, and may be terminated at any time by the Agency.

As employees in a Job Share arrangement, we accept that we will no longer have a right to full-time positions with RVA. A Job Share employee will only be allowed to return to full-time status if a full-time vacant position exists at the facility.

Signed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved: ATM \_\_\_\_\_ AM \_\_\_\_\_ VP ATS \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

### RECEIPT OF JOB SHARE AGREEMENT

I, \_\_\_\_\_, have been briefed by RVA on my rights and  
(Print Name)

responsibilities as a Job Share employee, including working hours, layoffs, leave accruals and benefit monies. I have also been given a copy of the Job Share MOU in effect between NATCA and RVA, Inc. I enter into this Job Share arrangement voluntarily, and recognize that by doing so, I am accepting the following terms and conditions of employment:

1. I recognize that a reduced work schedule due to my Job Share arrangement does not reduce my minimum monthly currency requirement.
2. Exchange of previously posted shift assignments between Job Share employees requires advance approval of the Air Traffic Manager.
3. To the extent practicable, I will provide RVA with thirty (30) days notice, prior to resigning my Job Share position.
4. I understand that if one or more of my Job Share partners leaves the arrangement, is unable to maintain the agreed upon schedule, or goes on extended leave, I will be responsible to cover his/her hours unless and until a replacement can be found. Additionally, I may be required to work full time if there is a vacancy at the facility until a replacement can be found.
5. I am aware that I will receive a full year of service credit for each calendar year worked for the purposes of computing service for vacation leave accrual rate and seniority. Additionally, I shall accrue leave for each year of service in accordance with Article 34 of my Collective Bargaining Agreement (CBA), on a pro-rated basis.
6. I understand that the FAA reserves the right to withhold approval of, or terminate Job Sharing in any RVA facility. In the event the FAA terminates Job Sharing at my facility, I realize that I will only be offered a full-time position if there is a vacancy available within the facility, otherwise I will be subject to the layoff and recall procedure under Article 12 of the CBA.
7. I accept that in the event of a layoff, the provisions for layoffs in the CBA will be adhered to, and I will be considered to have seniority as established in the CBA. I understand that during a layoff I might have to accept full-time employment to continue working. Additionally, while on layoff I may have recall rights to a full-time position only if I am willing to work the required full-time schedule of hours.

Appendix B

8. I recognize that in accordance with the Job Share MOU, my acceptance of a Job Share position does not carry with it the right to cancel my participation in the arrangement and return to full-time status, unless a full-time vacant position exists within the facility.

\_\_\_\_\_  
Facility

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







