

# COLLECTIVE BARGAINING AGREEMENT

By and Between:

Bristow U.S. LLC



and

A & P Mechanics  
and Shop Techs



Represented By:

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO & CLC



Effective:

October 1, 2019 to October 1, 2022

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## **ARTICLE 1 STATEMENT OF PURPOSE**

- Section 1. The purpose of this Agreement is, in the mutual interest of the Company and its Represented Employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation and the efficiency of operation.
- Section 2. No Represented Employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers, or its agents because of membership in or lawful activity on behalf of the Union.
- Section 3. It is understood, whenever in this Agreement, Represented Employee or jobs are referred to in the male gender, it shall be recognized as referring to both male and female Represented Employees. The provisions of this Agreement apply to all Represented Employees regardless of sex, color, race, creed, age, religion, national origin, handicapped or veteran status or other protected status in accordance with applicable national or state law.

## **ARTICLE 2 RECOGNITION AND REPRESENTATION**

- Section 1. This Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Bristow U.S. LLC, (the "Company") and the Office and Professional Employees International Union (the "Union") representing employees composed of the craft or class of Mechanics and Related Employees as certified by the National Mediation Board in Case Number: R-7349, 14 February 2013.
- A. The Company hereby recognizes the Union as the sole collective bargaining agent and authorized representative for those employees described in Section 1 above, to represent them and, in their behalf, to negotiate and conclude agreements with the Company as to hours of work, wages, and other conditions of employment in accordance with the provisions of the Railway Labor Act, as amended.
- Section 2. Company Rules and Regulations
- A. Employees covered by this Agreement shall be governed by all reasonable Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement. Prior to deciding to implement new rules, regulations or orders, or to change any existing rules, regulations or orders, the Company will meet and confer with the Union.
- B. For the purpose of familiarizing new hires with existing Company rules and regulations, the Company will present and discuss those rules and regulations with each new hire as a part of his initial Company orientation.
- Section 3. If the Union considers the rule to be unreasonable, it will have the right to file a written grievance challenging such rule prior to the implementation by the Company. Grievances properly filed in this respect will be subject to the normal Grievance and System Board of Adjustment procedures as set forth in Article 31 and Article 32 of this Agreement.

Section 4. The Company will not contract out work for the purpose of avoiding its bargaining obligations to the Union. The Company and the Union jointly acknowledge their mutual interests in providing long term careers for all Union employees. As a result, the Company commits to the Union that it will make every reasonable effort to avoid the contracting out of Union work and will consider contracting out work performed by Union employees only after discussions with the Union to evaluate other options to retain the work within the bargaining unit. The Company and the Union will meet to review possible alternative solutions and discuss a pathway forward which may include implementing recommended alternative solutions suggested by the Union under the current agreement before a decision is made to contract out the work.

Should a decision be made by the Company to contract out work, the Company will meet again with the Union to discuss economic challenges faced by the Company and shall provide the Union all relevant and necessary economic details needed to allow the Union a sixty (60) day period to propose alternatives.

If no alternatives are available, the Company may contract out work performed by employees covered by this Agreement.

### **ARTICLE 3 STATUS OF AGREEMENT**

Section 1. It is fully understood and agreed that this Agreement supersedes any and all Agreements now existing or previously executed between the Company and any other Union, or individual, affecting the class or craft of employees covered by this Agreement.

Section 2. The Company shall give notice of the existence of this Agreement, and its full terms, to any entity prior to entering into a merger or successorship transaction with such entity.

Section 3. Mergers

A. In the event of a complete merger between the Company and another helicopter company (i.e., the combination of all or substantially all the assets of the two carriers) where the surviving carrier decides to integrate the pre-merger operations, the following procedures will apply: (1) if the Company is the surviving carrier, the Company will integrate the two Represented Employee groups in accordance with Sections 3 and 13 of the Allegheny Mohawk LPPs. If Represented Employees of the Company's merger partner are not represented by OPEIU, and (2) if the Company is not the surviving carrier, the Company will make reasonable efforts to have the surviving carrier integrate the two Represented Employee groups in the same manner as provided for in this paragraph.

B. In the event the Company acquires all or substantially all of the assets or equity of another air carrier, or another air carrier acquires all or substantially all of the assets or equity of the Company, the Company will meet promptly with the Union to negotiate a possible "Fence Agreement" to be in effect during the period, if any, the two carriers are operated separately without integration of the Represented Employee work force. These discussions shall not be pursuant to Section 6 of the Railway Labor Act, and reaching an agreement with the Union shall not be a prerequisite for closing, or any other aspect of the transaction or operations pursuant to the transaction.

#### Section 4. Management Rights

- A. The Union recognizes that the management of the business of the Company and the direction of the working force are vested exclusively with the employer, subject to the provisions of this Agreement.
- B. The management functions shall not be used for the purpose of discrimination against any Represented Employee because of Union activity or for the purpose of evading any of the provisions of this Agreement.
- C. Except as restricted by the express terms of this Agreement, the Company shall retain all rights to manage and operate its business and work force, including but not limited to the right to sell or discontinue all or part of the business; to sell or lease aircraft or facilities; to determine where and when to operate scheduled or unscheduled flights; to determine its marketing methods and strategies; and to enter into affiliation or marketing agreements with other carriers; to invest (including equity investments) in other business entities including, without limitation, other helicopter carriers; and to determine the type of aircraft it will utilize.
- D. The parties agree that any past practices established prior to the date of this Agreement shall not create any contractual or legal obligation to continue such practices following the effective date of this Agreement.
- E. The exercise of any right reserved herein to management in a particular manner or the non-exercise of such right shall not operate as a waiver of the Company's rights or otherwise preclude the Company from exercising the right in a different manner. The waiver of any provision of this Agreement or any breach of this Agreement by either party during the term of the Agreement shall not constitute a precedent for the future waiver of any breach or provision.

### **ARTICLE 4 TECHNICAL STAFF STATUS**

Section 1. Each newly hired technical staff member shall be on probation for a period which normally will not exceed six (6) months of active cumulative service. The probationary period will begin on the date an individual enters training. During this time, the individual will become acquainted with his job duties, fellow employees and Company facilities while being evaluated by his supervisor. Evaluation of probationary period job performance is based on a number of factors including attitude, attendance, competence, and overall work performance. A supervisor who requires additional time to evaluate an individual's suitability for a position may extend the probationary period for an additional ninety (90) days of cumulative active service and provide the Union with a written explanation of the extension.

Section 2. A newly employed technical staff member shall be entitled to all the rights and benefits under the terms of this Agreement, except that the termination of his employment during his probationary period, will not be subject to the grievance procedures and System Board of Adjustment as set forth in this Agreement. After completing the probationary period, such individual shall be considered a non-probationary member of the technical staff.

Section 3. No later than the 10<sup>th</sup> day of each month, the Company will provide the Union office with a listing of the technical staff who have been hired, terminated, transferred and/or granted a leave of absence during the prior month. This listing will include the home address of these persons. A written explanation will be provided to the Union if the Company cannot provide the above information by the 10<sup>th</sup> day of the month.

## **ARTICLE 5 SENIORITY**

Section 1. There shall be two (2) types of seniority, Company seniority and Cadre seniority.

A. Company Seniority - Company Seniority shall be defined as an individual's length of service with Bristow U.S. LLC and shall govern layoffs and reemployment after layoff in accordance with Article 7, demotions due to a reduction in force, pay rates and accrual or granting of paid time off pursuant to Article 11 of this Agreement. For all Technical Staff hired on or after the effective date of this Agreement, Company Seniority shall begin on the employee's date of hire. Company Seniority shall be adjusted for leaves of absence and reductions in force as provided for in Articles 7 and 10 of this Agreement.

B. Cadre Seniority - Cadre Seniority shall be defined as an individual's length of service within their designated Cadre at Bristow U.S. LLC, and adjusted for leaves of absence as provided for in Article 5, Section 4, and Article 10 of this Agreement. Cadre Seniority shall begin on the date the employee enters his cadre as a Qualified Technician, Mechanic, or FCC Technician. For a Qualified Technician, Mechanic or FCC Technician hired directly into a cadre, "entry" will occur on date of hire. For a Qualified Technician, Mechanic or FCC Technician moving directly from one cadre to another, "entry" will occur on the employee's first day work is performed in the new cadre. For a trainee, "entry" will occur on the date the trainee becomes Qualified in the Cadre for which he was hired. Cadre Seniority shall govern all individuals covered by this Agreement in bidding for job and training opportunities, as provided for in this Agreement.

Section 2. An individual who is transferred and/or promoted to a supervisory position shall continue to accrue Company and Cadre Seniority for one (1) year. Thereafter, such individual shall continue to accrue Company Seniority and retain his Cadre Seniority. The Company may allow said individual to return to maintenance duty in accordance with his Company and Cadre Seniority. If an individual is terminated while in a supervisory position, such individual shall have no rights under this Agreement.

Section 3. An Individual elected or appointed to a full-time position with the Union shall retain and accrue Company Seniority and Cadre Seniority in their immediate former classification.

Section 4. An Individual will lose his seniority rights and his name will be removed from the seniority list under the following conditions:

- A. Resignation or retirement;
- B. Discharge for just cause and who is unable to be reinstated through the Grievance process;
- C. Absent from work for forty-eight (48) consecutive hours without proper notification to the Director of Maintenance or his designee of the reason, unless the employee is physically incapable of providing the Company with the proper notification of his absence;
- D. Failure to return to work from an authorized leave of absence in the time provided for by the Company, giving a false reason for obtaining a leave of absence or accepting gainful employment while on a leave of absence, when the employment was not specifically authorized;
- E. Failure to inform the designated Company representative in person or by certified mail of his intention to return to work as provided for in Article 7, Section 5, A;
- F. Failure to return to work on or before a date specified in the notice of recall from the designated Company representative after a layoff as provided for in Article 7, Section 5, B;
- G. An Individual who is furloughed and who is not recalled to service with the Company within twenty-four (24) months from the date of furlough.

Section 5. Disputes arising over seniority shall be handled in accordance with Article 31 and Article 32 of this Agreement.

## **ARTICLE 6 SENIORITY ROSTER**

Section 1. The Company will post company and cadre seniority rosters of Represented Employees on bulletin boards at all work locations by the 10<sup>th</sup> day of each month. The cadre seniority roster will list the names of its technical staff, specific cadre group, date of entry into cadre, and permanent base as reflected by its records. Copies of the seniority rosters will be furnished to the Union. The Company seniority roster will at a minimum list employee names and adjusted dates of hire. A written explanation will be provided to the Union if the Company cannot provide the above information by the 10<sup>th</sup> day of the month.

Section 2. When two or more individuals are employed on the same date, they shall be placed on the seniority rosters according to the last four digits of each new-hire's social security number. If two individuals have the same last four digits in their social security number, the digit immediately preceding the last four digits will be used to determine the lowest number. The Individual with the lowest last four digits will be awarded the most senior position in the class. The balance of the class will be awarded cadre seniority positions in order of their numbers, with the highest social security number receiving the lowest seniority.

Section 3. The Company agrees to update the seniority rosters once each month by the 10<sup>th</sup> day, beginning with the effective date of this Agreement with a copy to the Union. A written explanation will be provided to the Union if the Company cannot provide the above information by the 10<sup>th</sup> day of the month. An Individual shall have a period of thirty (30) days after the posting of the seniority rosters to protest to the Company any omission or incorrect posting affecting his seniority. Individuals on vacation, leave of absence or furlough shall be permitted thirty (30) days after their return to duty to make any protest concerning his seniority. Once the thirty (30) day period has expired without a protest, an Individual's posting will be considered correct and shall not be subject to further protest, unless the omission or incorrect posting was the result of a clerical error on the part of the Company.

## **ARTICLE 7 REDUCTIONS IN WORKFORCE**

### Section 1. Reductions:

- A. The Company may offer voluntary reductions preceding involuntary reductions.
- B. When it becomes necessary for a reduction of the technical staff, an Individual's Company Seniority within the Cadre shall govern the layoff. Individuals with the least Company Seniority within the cadre(s) in which the reduction takes place shall be laid off first. The Company shall give at least thirty (30) calendar days' notice of an impending layoff, or one month's pay in lieu thereof. The Company shall notify the Union in advance of the impending reductions.
- C. Trainees who are not Qualified in any cadre are subject to furlough based on their Company Seniority relative to other Trainees for the same cadre, and prior to any Qualified member of such cadre.
- D. Technical Staff who are in training for entry into a new cadre (i.e., who are transferring from one cadre to another) will return to the cadre in which they are Qualified if there are furloughs from the cadre into which the employee is training. If there are furloughs from the cadre from which the employee is transferring, the employee may continue in training. Once Qualified in the new cadre the employee will be a member of that new cadre.
- E. The thirty (30) calendar days' notice or pay in lieu thereof may be waived by the Company if the reduction in force is caused by circumstances beyond the control of the Company. Examples of this would include a war or foreign invasion, an act of God/natural disaster, an official state of emergency, a strike affecting the Company's business, a work stoppage, a government grounding of aircraft, the revocation of operating certificate(s), or an unannounced cancellation of contract flying without proper notice.

Section 2. Technical Staff will be recalled from furlough in Company Seniority order within the Cadre, with the most senior Qualified laid-off individual being recalled first. The cadre in which an individual was classified in at the time he was laid off will dictate his eligibility for recall rights. Technical Staff who have seniority in another Cadre will be offered, and may accept, recall in that Cadre if his Company seniority permits, provided there is an opening within their previous cadre. Trainees who are recalled will be recalled in Company Seniority order based on the cadre for which the Trainee was training, and after all Qualified members of the cadre have been recalled.

Section 3. Technical staff shall continue to accrue experience level pay seniority and cadre seniority while on furlough. No one shall accrue Company seniority while on furlough of more than thirty (30) days duration.

Section 4. Laid off Technical staff are required to ensure that the Company has their proper address and telephone number(s) on file at the time of the lay off and must notify the Company of any address changes promptly.

Section 5. Laid off Technical staff shall be notified of a recall by telephone, or certified mail, to the most recent telephone number and address provided by the individual. Notification by telephone must be accomplished by positive telephone contact with the individual and the call must be followed up with official notification by certified mail. The date of recall notification shall be the earlier of the date of positive telephone contact with the individual or the date on which the recall letter was mailed. Notices sent to the last address of record shall be considered conclusive evidence of notice to the individual.

- A. Each individual accepting recall shall answer his recall notice no later than seven (7) calendar days after receipt of such notice in person or by certified mail. Technical staff is strongly encouraged to notify the Company prior to the seven (7) calendar day period of his acceptance of the recall.
- B. Anyone recalled will not be allowed more than fifteen (15) calendar days after the receipt of recall notification to report to duty from layoff. Nothing shall prevent the Company from beginning recall classes prior to the end of the fifteen (15) calendar day period if a sufficient number of recalled technical staff agree to return from recall early.
- C. Any person who fails to respond to a recall notice within the time limits set forth above, refuses recall, or rejects a recall notice shall forfeit all recall rights and have his name stricken from all seniority lists.
- D. Seniority and recall rights shall terminate if a laid off member of the technical staff is not recalled within twenty-four (24) months from the commencement of his layoff.

## **ARTICLE 8 JOB POSTING, BIDDING, AND ASSIGNMENT**

### Section 1. Definitions

- A. **Awarded** refers to a permanent position filled in accordance with Section 3 of this Article.
- B. **Short Term Operational Requirement** is a requirement by the Company to fill a position for a period of less than one hundred twenty (120) calendar days.
- C. **Large Aircraft** is any aircraft with a certificated gross weight of over 12,500 pounds.
- D. **Mechanic** is a term used to describe a member of the Technical Staff holding an A&P certificate and working as an A&P mechanic in Group A.
- E. **FCC Technician** is a term used to describe a member of the Technical Staff holding a FCC General Radio Telephone Operator license and working in a cadre Group that requires said license.
- F. **Technician** is a term used to describe a member of the Technical Staff who is not a Trainee and is not within the work groups requiring either an A&P certificate or an FCC rating.
- G. **Technical Staff** is a general term used to describe all persons covered by this agreement.
- H. **Trainee** is a member of the Technical Staff who has been hired as an apprentice (or other such related status) but, pending qualification, is not yet Qualified to enter the Cadre for which he was hired.

I. **Cadre** refers to a specific work group within the business unit. The Cadres are as follows:

Group A – A&P Mechanics, Inspection (A&P Certificated)

Group B – Avionics Technician, Radio (FCC Certificated)

Group C – Sheet Metal Technicians

Group D – Workshop (comprised of Hydraulic, Engine, Transmission, Electrical, and Component Overhaul Technicians)

Group E – Maintenance Training Instructors

Group F – Paint Technicians

Group G – Hangar Mechanics  
(Non A&P Certificated), Inspection (Non A&P Certificated)

Group H1 – Fleet Support Technicians

Group H2 – CASS Technicians

Group I – Machine Shop Technicians

Group J – NDT Technicians

Group K – Welding Technicians

Group L – HUMS Technicians

J. **OJT** means On-the-Job Training.

K. **Qualified**, as it relates solely to this Article 8 and any letters or memoranda of agreement pertaining to or modifying this Article 8, means that the individual holds the necessary FAA certificate (if applicable) and has been trained either through a formal school or OJT, and meets the requirements of a bid opportunity within his Cadre. In order to be considered Qualified, the individual must also have successfully demonstrated the ability to work competently and safely without direct supervision. A member of the Technical Staff who is currently on a PIP or has any documented counseling or discipline related to the quality of his work within the preceding six (6) months is not "Qualified."

## Section 2. Policies

The Company will post and award bid opportunities as follows:

- A. When an eligible bid opportunity occurs, it will be posted at all Company locations to include Company electronic media accessible to all Technical Staff. The notice shall provide as much information as available which may include the position, location, eligibility requirements, aircraft information, specific client's qualifications, Company qualifications, and the closing date for the bid.
- B. In the event of a base closure the Company reserves the right to reassign all Technical Staff as needed, within the Company's operations.
- C. Unless specifically noted on the job posting, Technical Staff will not be allowed to bid outside of their assigned Cadre.
- D. All posting will remain open for fourteen (14) calendar days.
- E. Successful bidding opportunities that create additional bidding opportunities will be limited to a maximum of two (2) bidding cycles, to include the initial bidding cycle, at which time management will fill the vacated position(s).
- F. A job opening will either be posted or cancelled within ten (10) calendar days of the job opening occurring.
- G. Qualified employees may bid on any posted position, provided that once the position has been awarded, the person awarded the position shall be ineligible to bid for six (6) months from the date of transfer, except that every two years the employee may apply for two bids within six months.
- H. If the Company determines that it has a need for additional staff at one base beyond one hundred twenty (120) calendar days, and it has excess staff in another, the open position will be posted as a Job Opportunity. Only Qualified, as defined above, Technical Staff at the base with excess capacity will be allowed to bid. If there are no such Qualified personnel from a Base with excess capacity, Management reserves the right to hire externally to fill the vacancy, provided no one is on furlough.
- I. For all posted job opportunities, the most senior Qualified bidding Technical Staff will be awarded the job. If there are no Qualified bidders, the Company will make the assignment to the least senior Qualified Technical Staff who meets the bid specification requirements. The assignment will be for a duration of six months. Following the six month duration the job opportunity will be posted again. If there are no qualified bidders, the Company will make the assignment to the next least senior qualified technical staff who meets the bid specification requirements. Technical Staff who have been assigned a 6 month position may submit an unsolicited bid for the position to become permanent.
- J. Trainees may not submit any bids until such time as they become qualified as defined in this Article.

### Section 3. Bidding Procedures

1. Below are Job Opportunities that shall be available to the bid process:
  - A. When an existing aircraft is permanently reassigned from one base to another or when additional aircraft are added to the Company and Company needs require the transfer of Technical Staff between bases, the most senior Qualified bidding Technical Staff will be awarded the assignment. If there are no qualified bidders, the Company will make the assignment to the least senior Qualified Technical Staff who meets the bid specification requirements in accordance with section 2, I of this Article. Permanently assigned means a known duration of one hundred twenty days (120) or more.
  - B. From time to time, there will be shifts in technical positions due to unforeseen causes that will necessitate the movement of Technical Staff between bases. These jobs will be filled using the bidding process and the most senior Qualified bidding individual will be awarded the job. If there are no qualified bidders, the Company will make the assignment to the least senior Qualified Technical Staff who meets the bid specification requirements in accordance with section 2, I of this Article.
  - C. The standard bidding process outlined in this Article will be utilized to identify interested candidates for the non-management leadership positions of Lead and Primary Inspector. Each candidate identified in the bid process will be interviewed by the Director of Maintenance. If the Director of Maintenance determines that experience, qualifications and suitability for the position are equal, the Director of Maintenance will assign the position to the most senior such candidate.
2. Assignment or Awards to Article 16 Formal Training:
  - A. Each Formal Training Event With Scheduled Duration Over Five Days: Fifty percent of the available vacancies will be assigned by the Company, and fifty percent will be awarded to Technical Staff based on seniority within the appropriate Cadre and application of the training assessment criteria in paragraph 3, below. If there is an odd number of training slots, assignment of the odd numbered training slot will alternate between the senior qualified bidder (based on Cadre and training assessment criteria), and Company assignment, beginning with the most senior qualified bidder (based on Cadre and training assessment criteria).
  - B. Each Formal Training Event With Scheduled Duration of Five Days Or Less: Fifty percent of the available vacancies will be assigned by the Company, and fifty percent will be awarded to Technical Staff based on seniority within the appropriate Cadre. If there is an odd number of training slots, assignment of the odd numbered training slot will alternate between the senior qualified bidder in the appropriate Cadre, and Company assignment, beginning with the most senior qualified bidder in the appropriate Cadre.
3. Training Assessment Criteria:
  - A. Eligibility for award of a bid for training pursuant to Section 3.2.A., above, will be determined by Employee application and the applicant with the most Cadre seniority who meets all of the posting criteria will receive the award. Posting criteria may include but are not limited to qualifications currently held by an Employee, and safety and operational requirements.

- B. Upon request, the Company will provide written documentation to the Union, specifically stating what qualifying and disqualifying factors are applicable. If the Company's selection criteria are successfully challenged via the grievance and arbitration process, the remedy will be the successful grievant who should have been selected as per the revised criteria will be awarded the next available slot for the training he was denied.

4. General:

- A. No Mechanic or FCC Technician, Qualified on large aircraft, may bid a job opportunity at a base without large aircraft unless approved by the Director of Maintenance.
- B. The Company reserves the right to temporarily reassign Technical Staff while on schedule to meet short term operational needs. For the purposes of this Article, short term is less than one hundred twenty (120) days. No Technical Staff will suffer a reduction in base pay due to a temporary reassignment. The Company will not rotate Technical Staff for the purpose of extending the one hundred twenty (120) day assignment.
- C. Flight service agreements between Bristow and its clients may require a certain amount of aircraft maintenance experience and/or training, or specify other qualifying or disqualifying factors, that must be met before an individual is permitted to perform maintenance on said client's aircraft. This could result in an individual being trained and Qualified to work on a specific aircraft type but not eligible to perform maintenance on a specific client's aircraft.
- D. If the Company elects to utilize non-certificated Mechanics to perform airframe and power plant maintenance in the main hangar those positions will be posted as Job Opportunities. The most senior Qualified bidding Technician will be awarded the assignment. The Company reserves the right to delay the reassignment for a maximum of sixty (60) calendar days until such time as the successful bidder's position is back filled. Technical Staff still within their probationary period may have bidding rights with Management approval. If there are no Qualified bidders who meet the bid specification, then Management reserves the right to hire externally.
- E. If the Company determines that it has a need for additional staff in one shop in the Workshop Technicians Cadre (Group D) beyond six months, and there is insufficient staff in the Workshop Technicians Cadre to fill the vacant position(s), the open position will be posted as a Job Opportunity. Only a Technician in a Cadre with excess capacity will be allowed to bid. The most senior such Qualified bidding Technician will be awarded the job. If there are no such Qualified bidders, the Company will make the assignment to the least senior Qualified Technician in a Cadre with excess capacity, and who meets the bid specification requirements. If there are no such qualified Technicians from a Cadre with excess capacity, Management reserves the right to hire externally to fill the vacancy.
- F. When there is a full-time vacancy in a Cadre other than Group D that the Company elects to fill with a current member of the Technical Staff from a different Cadre, the following will apply:
  - 1. If one or more Cadre(s) is overstaffed (i.e., has excess capacity) the most senior Qualified bidding member of that Cadre(s) will be awarded the position. If there are no Qualified bidders from that Cadre(s), the Company may at its option fill the vacancy with the least senior Qualified member of that Cadre(s) or with a new hire. Technical Staff from a Cadre that is properly staffed or understaffed will not be allowed to bid for a vacancy in another Cadre.

- G. Eligible - A Mechanic will be considered eligible when he holds the appropriate FAA certificates, the proper qualification either through formal classroom or OJT, and meets client requirements.
- H. Timeline - Technical Staff will be given fourteen (14) calendar days from the initial posting, via Company Electronic Media, to bid on any job or training opportunity.
- I. Multiple Bids - An individual bidding on more than one (1) vacancy must accept or decline the first vacancy to close. The Company will provide the individual with as much information as is available about the status of the second bid, and about other bidders for the second bid, at the time the individual must decide whether to accept or decline the first bid award.
- J. The Company will make bid awards within five (5) calendar days after the bid has closed, not including Saturdays, Sundays, and holidays. The individual must accept or decline the bid within one hour of the Company making voice contact with them unless a verbal agreement can be made to delay the decision. If the most senior person has not responded within 36 hours of initial attempts to make contact by phone or email, the Company may offer the job to the next highest bidder.

Section 4. Special Projects

The parties recognize and agree that from time to time the Company requires Technical Staff with specific skills and ability for specialized work, including at remote locations or locations at which the Company does not have a base, such as preparing an aircraft for transport by maritime vessel or by aircraft, or preparing an aircraft for flight operations after such transport or after incurring damage. In such circumstances, the Company may solicit particular Technical Staff for these projects without bidding. For Workover, refer to Article 23, Section 4.G.

**ARTICLE 9  
SCHEDULES OF SERVICE**

- Section 1. Technical staff will work one of the following schedules as determined by the needs of service provided it is consistent with applicable FARs. Below is the listing of standard work schedules for Represented Employees:
- A. Seven (7) consecutive duty days, followed by seven (7) consecutive days of rest.
  - B. Fourteen (14) consecutive duty days, followed by fourteen (14) consecutive days of rest.
  - C. Five (5) consecutive duty days, followed by two (2) consecutive days of rest.
  - D. 9/80 this is a modified 5/2 work schedule in which an employee works 80 hours in 9 days. This gives the individual every other Friday off.
  - E. The default work schedule for field employees is 7 and 7. Individuals may be allowed to work a 14 and 14 schedule if they can locate a like qualified person, at their assigned base, to work as their opposite. All schedule changes must be approved by the Director of Maintenance or his designee. If for any reason one of the parties on the 14 and 14 schedule can no longer continue to work this schedule, both individuals will revert to a 7 and 7 schedule.

- Section 2. Any work schedules not provided for in this Article must be discussed with the Union prior to implementing any changes.
- Section 3. The schedules in Section 1 of this Article shall be considered standard. Any other schedule shall be considered non-standard. Non-standard schedules shall be filled on a voluntary basis. The Company reserves the right to fill the non-standard job that is not voluntarily accepted by a represented employee by hiring for the position. It is not the intention of the Company to use this Article to dramatically change schedules from the standard schedules.
- Section 4. Break-days or changes of schedules shall not be changed without fourteen (14) calendar days' notice except for changes to meet client requirements, both internal and external.
- Section 5. This Agreement requires that technical staff not engage in business activities that are in competition with the Company and maintenance activities that interfere with their service to the Company, provided, however, that this provision shall not be construed to prohibit technical staff from affiliating with the Armed Forces of the United States.
- Section 6. Fatigue Avoidance
- Technical Staff is restricted from working more than twenty-one (21) consecutive days to include work over while working a standard schedule. This period will be followed by a minimum of two (2) days off prior to additional work or work over. The Company reserves the right to adjust the maximum consecutive work days if client requirements dictate.

## **ARTICLE 10 LEAVE OF ABSENCE**

### PERSONAL LEAVE OF ABSENCE

- Section 1. A Represented Employee who has accrued sixty (60) days of continuous active service with the Company shall be eligible for an unpaid personal leave of absence.
- Section 2. No Represented Employee may begin a personal leave of absence without written permission from the Company. The written application submitted to the Company must specify the reasons for such leave. Requests for personal leave and mutually agreed upon start and end dates shall be in writing.
- Section 3. Personal leaves shall not normally exceed sixty (60) days in duration, in a rolling twelve (12) month period. Such leaves may be extended for additional periods, if approved by the Company. Once a personal leave has been awarded, it may only be cancelled prior to the end date by mutual agreement between the Company and the Represented Employee.
- Section 4. Personal Leave of Absences are unpaid and the employee's Paid Time Off account is balanced at the commencement of a PLOA; accrued and unused PTO is paid to the employee and time taken in advance of time accrued is paid to the Company. Sick-Time off (STO) cannot be used for leaves, except for medical leave.
- Section 5. A Represented Employee who is granted a personal leave of absence to work in the service of the international operation shall continue to accrue Seniority in the following manner:
- A. Company Seniority shall continue to accrue.

- B. Bidding Seniority shall accrue for twenty-four (24) months. Following this twenty-four (24) month period, Bidding Seniority shall be retained.
- C. In order to satisfy the requirements of Section 5 B, the Represented Employee must be on the payroll of Bristow U.S. LLC for a period of sixty (60) consecutive calendar days.
- D. A Represented Employee returning from such leave will not be permitted to bump another Represented Employee from his job assignment. If no job assignment exists, he will serve as needed until a job becomes available for which he may bid or until he is assigned to an open job in accordance with Article 8.

#### UNION LEAVE OF ABSENCE

- Section 1. A Represented Employee who accepts a temporary position with the Union (less than three (3) months) will be permitted to return to his original position upon release from such temporary assignment. Time under this paragraph will be extended if requested by the Union and agreed to by the Company up to a maximum of six (6) months.
- Section 2. When requested by the Union, a Represented Employee (not to exceed four (4) at any given time) who is elected or appointed to a full-time position with the Union shall be granted an indefinite leave of absence. A Represented Employee leaving full-time service of the Union, for any reason, must return to duty within thirty (30) days or voluntarily forfeit all seniority rights.
- Section 3. Represented Employees on a Union Leave of Absence shall continue to retain and accrue Bidding and Company Seniority for the duration of the leave.

#### FAMILY AND MEDICAL LEAVE OF ABSENCE (FML)

- Section 1. Eligible Represented Employees shall be granted a leave specified under federal or state law provisions of the Family and Medical Leave Act (FMLA). All leaves granted by the Company which would qualify as Family and Medical Leave (FML) will run concurrently with the employee's FMLA entitlement.

**Example:** If a Represented Employee is on Maternity Leave (FMLA entitlement) and the Represented Employee becomes seriously injured or ill due to a non-occupational health condition, the time already spent on FMLA, will count towards the twelve (12) week entitlement allotted by federal law.

- A. Refer to the Company Leaves of Absence Policies, as referenced in the U.S. Employee Handbook and the Company Intranet, for specific rules and regulations with respect to the administration of FML.

- Section 2. Represented Employees on FML shall retain and accrue Company and Bidding Seniority and shall receive all benefits as provided for by the FMLA or applicable state statute.

**Example:** As provided for in the FML, accrued Paid Time Off (PTO) must be taken during a non-medical FML.

- Section 3. Represented Employees who do not qualify for leave under FMLA may be eligible and qualify for a Leave of Absence under I. Personal Leave of Absence or IV. Medical Leave of Absence (Non-FML).

## MEDICAL LEAVE OF ABSENCE (NON-FML)

- Section 1. A Represented Employee who becomes unable to perform the functions of his position due to a serious health condition and does not return to work during the twelve (12) week period provided for under the FMLA, shall be granted an additional medical leave for the duration of the illness or injury, not to exceed eighteen (18) months or the length of his employment, whichever is less.
- Section 2. Represented Employees on Medical LOA (Non-FML) shall retain and accrue Company and Bidding Seniority and shall be eligible for benefits pursuant to Section 4 below.
- Section 3. A Represented Employee who reaches the time limits as outlined in IV, Section 1, will be *administratively separated* from employment. Represented Employees who are administratively separated from employment will be considered for rehire upon application. If rehired within a twelve (12) month period, his Company Seniority will be adjusted and his Bidding Seniority will be retained (i.e. if he was *administratively separated* at seniority # 80, he returns at #80).
- Section 4. A Represented Employee on a medical leave of absence due to a serious non-occupational health condition shall retain insurance coverage, provided the Represented Employee qualifies for Long Term Disability and premiums are paid for at the applicable employee contribution costs for a period not to exceed eighteen (18) months. Once the eighteen (18) month period has been exhausted, the Represented Employee will be administratively separated from employment and eligible for medical insurance under COBRA for the applicable period of time.

## MEDICAL LEAVES – GENERAL (ALL MEDICAL LEAVES)

- Section 1. While on a medical leave of absence, a Represented Employee must utilize his Sick Time Off (STO); if the Represented Employee does not have Sick Time Off or once he has exhausted his Sick Time Off, he must utilize his accrued Paid Time Off (PTO).
- Once a Represented Employee is eligible to draw on his disability benefit, he has the option of utilizing his STO/PTO or disability benefit. However, this does not change the date of the disability.
- Section 2. The Company will require a Represented Employee who requests a medical leave to present a report to the Company or designee from his physician that sufficiently certifies his medical condition.
- Section 3. Prior to returning to duty from medical leave, a Represented Employee will be required to present a physician's statement to the Company verifying that he is medically fit to perform all Represented Employee duties. In the event there is a dispute concerning the Represented Employee's fitness for duty, the procedures in Article 15 shall be utilized to resolve the dispute.
- Section 4. Represented Employees on an approved medical leave of absence shall have the option of applying for a temporary "light duty" position, if any are available, provided the Represented Employee meets the skill level for the position and his personal physician certifies that he is able to perform the job. The duration of the job is at the Company's discretion and his performance must be acceptable to the Company. Compensation for light duty will be at the Represented Employee's regular base rate of pay.

## MILITARY LEAVE OF ABSENCE

- Section 1. Military leaves of absence and reemployment rights upon return from such leave shall be granted in accordance with applicable local, state, or federal law.
- Section 2. All orders for military duty, including National Guard and Reserve duty, shall be provided in writing, if available, to the Director of Maintenance, within four (4) calendar days of receiving the orders. If verification of the orders is not obtained in advance of the duty, the request for Guard or Reserve duty may be denied. Time off for optional training and/or course work must be approved in advance by the Director of Maintenance.
- Section 3. A Represented Employee on a military leave shall retain and accrue Company and Bidding Seniority in accordance with Section 1.
- Section 4. When a represented employee is performing weekend military duty or their two weeks military drill, the following conditions will be applicable regarding pay:  
A represented employee who is scheduled to work on a day he is assigned to a weekend or two weeks military drill and their compensation is less than their normal Bristow daily compensation, the employee shall receive his regular pay less the amount compensated by the military. In order to receive this compensation from the Company, the employee must submit a leave and earning statement from the military.
- Section 5. All insurance benefits shall continue to be available to a Represented Employee for any military leave in accordance with applicable local state and federal laws and as outlined in the company benefit plan document.

## GENERAL

- Section 1. Except as provided for in this Agreement, during any nonmedical leave of absence, a Represented Employee will retain and accrue Bidding Seniority, and will accrue Company Seniority for purposes of pay, and Paid-Time Off (PTO) for up to the first thirty (30) days of such leave.
- Section 2. In the event of a layoff, a Represented Employee on a leave of absence who would otherwise be laid off will have his leave of absence cancelled. A Represented Employee will be notified that his rights under the Agreement have been changed to those of a furloughed Represented Employee in accordance with applicable local, state, or federal law.
- Section 3. Except as otherwise provided for in this Agreement, a Represented Employee returning from a military leave of absence, or any Represented Employee returning from any other approved leave of absence not to exceed ninety (90) days, will be restored to his former position if the position still exists or he will be placed in any other position where his seniority permits. Being restored to his former position means his job at the time of his leave of absence. All other returning Represented Employees will be placed in any other available position for which he is qualified. If no positions are available, such Employee would be placed on lay-off.

**NOTE:** Any Represented Employee returning from a leave of absence who requires recurrent training prior to returning to duty will be scheduled for such training as soon as possible at the discretion of the Company, not to exceed one (1) week. Pay shall resume when a Represented Employee commences training.

- Section 4. All leaves of absences granted shall specify a date on which the Represented Employee will return to duty unless mutually agreed otherwise or by operation of law.
- Section 5. All leaves of absence shall be without pay, unless otherwise specified in the Agreement.
- Section 6. Insurance coverage for a personal or union leave of absence will terminate at the end of the month in which the leave commences. After this date, an employee may elect to pay COBRA.
- Section 7. Failure of a Represented Employee to return to active status at the end of any leave of absence shall be deemed a voluntary resignation from the Company and his name will be removed from the seniority list.
- Section 8. Any Represented Employee on a leave who enters the services of another employer or who enters into a competing business of his own without first obtaining written permission from the Company will voluntarily forfeit his employment with the Company.
- Section 9. A Represented Employee who is granted a leave of absence during his probationary period shall have his probationary period extended accordingly.
- Section 10. A Represented Employee on a leave of absence will keep the Company informed of his current address and telephone number.
- Section 11. All requests for leaves of absences must be submitted in writing through the Represented Employee's immediate supervisor for approval. Final approval shall be obtained through the Director of Maintenance.

#### COMPANY/UNION MEETINGS

- Section 1. Executive Board: The Company agrees to recognize the duly elected Executive Board of the Union and will pay two representatives of the board for days spent on schedule in meetings with the company. Payments will be made for all meetings called by the company including regular quarterly meetings.
- Section 2. Workover shall not be paid in connection to VIII. Section I.

**ARTICLE 11  
PAID TIME OFF**

PAID TIME OFF (PTO)

Section 1.

**PTO Accrual**

<b>Years of Active Service</b>	<b>Total PTO 7 &amp; 7 and 14 &amp; 14 Employees</b>	<b>Total PTO 5 &amp; 2 and 9/80 Employees</b>	<b>Total PTO 4 &amp; 3 Employees</b>
0-5	14	17	17
6	15	17	18
7	16	17	19
8	17	17	20
9	18	17	21
10-11	21	22	24
12-13	22	22	25
14-15	23	22	26
16-17	24	22	27
18	25	23	28
19	26	24	29
20	27	25	30
21 >	28	26	31

PTO is accrued and deducted in hours based on the Represented Employees assigned work schedule.

4 & 3 = 10 hour workday

5 & 2 = 8 hour workday

9/80 = 8.88 hour workday

7 & 7 or 14 & 14 = 11.43 hour workday

ARA represented employees working a 5&2 work schedule are eligible to take PTO in half-day increments. All other employees are eligible to take PTO in full-day increments.

- A. The Company will make available a sufficient number of weekly vacation slots at each employee's assigned base location for each calendar year to ensure that eligible Represented Employees will be offered their one-hitch and second hitch vacations; provided that a substantial change in the number of Represented Employees employed by the Company will trigger a reevaluation of scheduled vacations to meet operational needs. The Company will formulate the number of yearly full hitch vacation slots by dividing the total number of anticipated vacation hitches for the year by 52.
- B. In order to accrue PTO during any month, a Represented Employee must be an active employee on the payroll for at least fifteen (15) days in that month.

- C. New hire Represented Employees will accrue PTO in a month only if they are on the payroll prior to the fifteenth (15<sup>TH</sup>) of the month.
- D. A “vacation week” is the period of time during which a represented employee’s full hitch vacation occurs. It is seven days for employees on one-to-one schedules (but may be 7 or 14 days for employees on 14/14 schedules), five days for employees on 5/2 schedules, and four days for employees on 4/3 schedules.

## Section 2. Long-term Vacation Scheduling

- A. On or before October 1 of each year, all represented employees eligible for vacation during the following year (Jan 1<sup>st</sup> – Dec 31<sup>st</sup>) may submit a vacation request form for up to two one-hitch vacations not to exceed seven (7) days (except that eligible represented employees on a 14/14 schedule may request one full hitch (14 day) vacation). The form shall list up to five choices for vacation. Vacation bids for a period shorter than an entire hitch (e.g., a 14/14 employee bidding for a 7-day vacation period) must bid for a series of consecutive days that either begin on the first day of his hitch or end on the last day of his hitch. This will not preclude the represented employees from requesting a later vacation as described in Section 3 and 4 of this Article.
- B. By October 10<sup>th</sup> of each year, the Company will publish a list to include a posting on Company electronic media accessible to all represented employees, of approved one-hitch vacations. This posting will also include all remaining available vacation periods for the year.
- C. Long-Term vacation will be awarded by bidding seniority.

## Section 3. Short-term Vacation Scheduling

- A. All other vacation scheduling outside of Section 2. above will be granted on a first-come, first-serve basis within seven (7) days of the request being submitted. (Example: Available Vacation period of August 2<sup>nd</sup> through August 11<sup>th</sup> requested on February 3<sup>rd</sup> will be approved on or before February 10<sup>th</sup>). Requests pursuant to this Section can be made only after Section 2 vacations have been awarded. If multiple days off are requested within a vacation week, or within consecutive vacation weeks, the requested days off must be consecutive days (e.g., no day off/day on/day off patterns).
- B. Vacation will be granted if the requested consecutive days off are available within the weekly vacation slots (i.e. if there is a weekly slot available and a represented employee requests any number of consecutive days off within that period, the vacation will be granted; e.g. If a represented employee requests two (2) consecutive days off within a week, the remaining five (5) days will be available for other represented employees to select as vacation to the extent consecutive days off are available).

## Section 4. Day-at-a-Time Vacations

All Represented Employees who have accrued vacation may request a one-day (or several days) vacation at any time. Such requests will be granted on a first-come, first-serve basis, consistent with operational needs. Operational needs permitting, the Company will make available to eligible Represented Employees such vacations up to three (3) consecutive days, but may grant up to seven (7) consecutive days. Day-at-a-Time Vacation requests will be either approved or disapproved at a minimum of three (3) days prior to the requested days.

Day-at-a-time vacation requests submitted less than three (3) days ahead of time will be approved or disapproved as soon as possible. Requests for day-at-a-time vacations in

November and December should be submitted no later than November 1; however, a request may be submitted at any time.

Section 5. Vacation Cancellation

- A. Any Represented Employee who is awarded a one-hitch vacation and who subsequently elects not to take the approved one-hitch vacation will not cause the Company to revise or reallocate other previously approved one-hitch vacations. Once awarded the vacation may not be cancelled by the employee within 90 days of the first scheduled vacation day unless there is mutual agreement between the Company and the employee regarding cancellation. If an employee's vacation is cancelled under this paragraph, he may reschedule his vacation pursuant to Section 3 (Short Term Vacation Scheduling).
- B. When a one-hitch vacation is cancelled by the Company, the Represented Employee and the Company shall attempt to find a mutually agreeable substitute block during the current year.
- C. A Represented Employee whose vacation has been involuntarily cancelled, and cannot be rescheduled, shall receive his current base salary plus one hundred and fifty percent (150%) for that hitch. If the Represented Employee chooses to keep his earned vacation days, he shall return to work at his applicable base salary.
- D. In the event the Company cancels a scheduled one-hitch vacation, all non-refundable vacation deposits that the Represented Employee is unable to recover, with the assistance of the Company, shall be reimbursed to the Represented Employee. Such expenses may include vacation deposits, pre-paid tickets, hotel fees, or any other pre-paid expenses associated with the cancelled vacation. In order to receive reimbursement, the Represented Employee shall provide the Company with proof of the expense.

In the event it becomes necessary to cancel scheduled vacations, cancellations shall first be offered to volunteers in seniority order. If an insufficient number of Represented Employees voluntarily accept cancellation, vacations shall be involuntarily cancelled in reverse seniority order as necessary to meet operational requirements. Represented Employees so affected will become subject to the provisions of I. Sec 5, C., above.

- E. Represented Employees returning from leave of absence who are unable to participate in the vacation request and approval process described above in Section 2, will be eligible to participate under Sections 3 and 4 above.

Section 6. Paid Time Off (PTO)

- A. Paid Time Off (PTO) is an annual program that allows Represented Employees to accrue paid time off on a monthly basis starting January 1st through December 31st of each calendar year. The amount of PTO earned each year is dependent on the Represented Employee's years of active service with the company. Represented Employees are eligible to begin PTO accrual upon their date of hire. PTO is accrued on a monthly basis. In order to accrue PTO, a Represented Employee must be an active employee on the payroll for at least one half of his workdays each month. Paid Time Off is accrued and deducted in hours based on the employee's assigned work schedule:

4 & 3 = 10 hour workday

5 & 2 = 8 hour workday

9/80 = 8.88 hour workday

7 & 7 or 14 & 14 = 11.43 hour workday

Represented Employees are eligible to take PTO in full day increments.

- B. A Represented Employee may use his current year's allotment of PTO in advance of time earned, but if a Represented Employee leaves the Company or is terminated before it is earned, any such time will be deducted from his final paycheck. PTO from the next year's PTO allotment may not be advanced to a Represented Employee for use in the current year.
- C. If a Represented Employee voluntarily leaves the Company, he will be paid for his accrued PTO at the rate of one hundred percent (100%), of the Represented Employee's applicable daily rate. It is expected that the Represented Employee will provide the Company two (2) weeks' notice of his departure.

#### Section 7. Holidays

- A. For Represented Employees working a 5 & 2 or 9/80 schedule, the Company observes certain days as Company public or bank holidays each year. The US holiday program consists of the eight (8) paid US holidays outlined below:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

In addition, two (2) paid local holidays are posted annually for each US location. Where a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday. Holidays are subject to change as per corporate policy. For represented employees working a 5&2 or 9/80 work schedule and the paid U.S. holiday falls on their scheduled day off, they will be granted an alternate day off within the same pay period.

#### SICK TIME OFF (STO)

##### Section 1. Definition/Application

Sick Time Off (STO) is specific and must be used for the employees' illness and injury off the job.

##### Section 2. STO General

- A. Represented Employees who have a balance in their STO bank as of January 1, 2009 will have access to this STO should they become ill or injured off the job.

- B. Effective January 1, 2009 Represented Employees will not accrue time into a Sick Time Off bank.
- C. A Represented Employee's STO balance will continue to roll over from year to year; however, Represented Employees will not accrue any additional STO nor can PTO be rolled over into the STO bank.
- D. If/when a Represented Employee has a zero balance in their STO bank this plan will be removed.
- E. STO is not compensable should a Represented Employee be terminated or voluntarily resign employment from the Company.

Section 3. Miscellaneous

- A. The Company reserves the right to require a medical excuse for absences due to illness. To the extent the Company requires a medical examination not covered by insurance, it shall be paid for by the Company, provided the Represented Employee submits receipts for reimbursement in a timely manner.
- B. Once the STO Bank is exhausted, a Represented Employee may use his remaining unused PTO for illness or injury off the job.
- C. You must contact your supervisor every day that you are out to give an update on your condition or situation, and an idea of when you expect to return to work.

PAYMENTS AND REIMBURSEMENT

Section 1. PTO/Sick Time Off Audit

- A. The Company shall track PTO and STO, both taken and remaining, in the Represented Employee's PTO and STO banks.
- B. At the end of the year (Dec 31st), Represented Employees with a balance of unused PTO will be paid for such unused PTO as follows:
  - 1. Represented Employees who have in excess of eighty (80) hours of STO will be paid for any unused PTO.
  - 2. Represented Employees who have less than eighty (80) hours of STO remaining will be required to maintain the appropriate hours of (unused PTO) to total 80 hours (combined time of PTO and STO) and will be paid for unused PTO only.

**Note 1:** STO balances are never encashed per Section 2, above.

**Note 2:** There is no requirement to have a balance of unused PTO at the end of the year.

**Example:** (a) Represented Employee (on 7&7 schedule) with eleven (11) days of unused PTO + 7 days of STO remaining will be paid for all eleven (11) days of unused PTO.

(b) Represented Employee (on 7&7 schedule) with eleven (11) days of unused PTO + four (4) days of STO remaining will maintain three (3) days and be paid for eight (8) days of unused PTO.

(c) Unused PTO will be paid out at one hundred percent (100%) of a Represented Employee's applicable daily rate as of Dec 31st of each year.

## Section 2. Separation of Employment

A. If a Represented Employee voluntarily leaves the Company, he will be paid for his accrued PTO at the rate of one hundred percent (100%), of the Represented Employee's applicable daily rate. It is expected that the Represented Employee will provide the Company two (2) weeks' notice of his departure.

B. Upon normal retirement from the Company, or when declared medically retired by the Company, a Represented Employee will be paid his accrued PTO, at the rate of one hundred percent (100%) of the Represented Employee's applicable daily rate.

## GENERAL AND MISCELLANEOUS

### Section 1. Personal Days and Emergency Days Off

A. While on hitch, a Represented Employee may request a personal day off for unscheduled, personal reasons. Such requests will be given reasonable consideration by the Company and granted if operationally feasible.

B. Personal days will be charged against the Represented Employee's PTO Bank.

C. Personal days must be requested at least twelve (12) hours in advance.

## SWAP PROGRAM

### Section 1. SWAP Policy

- A. The Company will maintain a Represented Employee SWAP system, which allows Represented Employees to swap days or hitches. Under this system, the swap must be between two Represented Employees who have similar qualification to perform the role to be swapped. The Company will permit Represented Employees to use Company mail and fax machines to administer the swap system and will permit Represented Employees to display swap requests on bulletin boards.
- B. The Swap must be submitted in writing for approval at least seven (7) days in advance of the swap, except in cases of emergency, and must contain all pertinent information concerning the swap, including contact numbers for both Represented Employees. The request must be signed by both Represented Employees.
- C. Within three (3) working days of the swap request, the Company will confirm to the two Represented Employees its receipt and acceptance or rejection of the swap request. When the Company has accepted a swap request, both Represented Employees become responsible for the swapped roles as if they were their own; provided however, that if the responsible Represented Employee has voluntarily terminated his employment prior to the date of his swapped assignment, the regularly assigned Represented Employee is responsible for the assignment. If the Represented Employee is involuntarily terminated prior to performing his swapped assignment, the Company will deduct from his vacation bank the amount of pay for such swapped assignment.

## **ARTICLE 12 ON-THE-JOB INJURY (OJI) LEAVE**

Section 1. Represented Employees are eligible for worker's compensation benefits with respect to injuries or illnesses arising out of and in the course of employment with the Company.

Section 2. Vacation and Sick Days will not be charged to a Represented Employee who is injured on the job.

Section 3. A Represented Employee must report the occurrence of an OJI to his supervisor immediately.

### Section 4. OJI Compensation

- A. A Represented Employee injured on the job, whose injury is covered by the Longshoreman and Harbor workers Act (USL&H Law), will receive worker's compensation benefits in accordance with that law.
- B. A Represented Employee whose injury is covered by State worker compensation law, will receive applicable State Workers Compensation benefits.
- C. During the statutory waiting period, an injured Represented Employee will receive his base pay.

- Section 5. All insurance benefits shall continue to be available to a Represented Employee for a maximum of eighteen (18) months, provided the Represented Employee continues to pay his portion of the insurance premium. Once the eighteen (18) month period has been exhausted, the Represented Employee shall be eligible for medical insurance under COBRA for the applicable period of time.
- Section 6. The Company may require an injured Represented Employee to submit to a physical examination in accordance with the provisions of Article 15.
- Section 7. Prior to returning to duty from an OJI Leave, a Represented Employee shall be required to present a physician's statement to the Company verifying that he is medically fit to perform all Represented Employee duties. In the event there is a dispute concerning the Represented Employee's fitness for duty, the procedures of Article 15 shall be utilized to resolve the dispute. Upon return from an OJI Leave, a Represented Employee shall be returned to his former position if the position exists or to any other position where his seniority permits.
- Section 8. When a Represented Employee covered by this Agreement suffers a job-related injury, the Company shall inform the Represented Employee of his rights under the applicable state's Worker's Compensation statute and the Longshoreman's Act, if applicable.
- Section 9. During an OJI Leave, the Company may offer, and a Represented Employee may accept light duty, provided it is consistent with his medical restrictions. During a light duty assignment, the Represented Employee shall be compensated at his applicable base pay.
- Section 10. Worker's Compensation benefits made by the Company shall be reduced (as allowed by applicable Worker's Compensation statutes) to the extent the Represented Employee receives income from other sources. These shall include, but not be limited to, such other outside income as social security benefits and/or outside employment.
- Section 11. If a Represented Employee sustains an on-the-job-injury while at work, away from his base station, the Company shall provide transportation to return the Represented Employee to his base station. If a Represented Employee sustains an on-the-job-injury requiring medical attention, the Company shall provide the Represented Employee transportation to the extent necessary to obtain medical attention.

## **ARTICLE 13 BEREAVEMENT LEAVE**

- Section 1. The Company shall grant a bereavement leave for a reasonable time, not to exceed seven (7) days for the death of a member of the Represented Employees' immediate family. Represented Employees on bereavement leave shall be paid for each duty day missed, up to a maximum of seven (7) days. In exceptional circumstances, the Company may extend such paid leaves beyond seven (7) days.
- Section 2. For the purposes of this Article, a Represented Employee's immediate family shall include his/her mother, father, or legal guardians, spouse (including domestic partners), children, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-children, step-brother, step-sister, step-grandparents, step-grandchildren, step-mother, and step-father.
- Section 3. The Company, at its discretion, may extend the duration of a bereavement leave or grant bereavement leave for persons other than the Represented Employee's immediate family.

- Section 4. Bereavement leave is not compensable when the Represented Employee is on days off, leave of absence, vacation, sick leave, layoff, or suspension.
- Section 5. The Company will accept any method of reasonable proof of death and funeral. This will include a newspaper clipping, copy of death certificate, etc.

## **ARTICLE 14 JURY DUTY**

- Section 1. Any Represented Employee subpoenaed for reasons benefiting the Company, Jury Duty, or as a witness in a criminal case not involving the Represented Employee, shall be required to present proof, in the form of a court summons or subpoena, to his supervisor as soon as possible.
- Section 2. Any Represented Employee subpoenaed as in the above Section 1 shall receive his regular pay. The day or days for which he will receive pay must fall within his regularly assigned workweek (the day or days the Represented Employee normally works). Any monies received by a Represented Employee from the court for Jury Duty shall be signed over to the Company.
- Section 3. Jury pay is not applicable when a Represented Employee is on suspension, leave of absence, PTO time, layoff or day(s) off.
- Section 4. In the event a Represented Employee is released from Jury Duty on a duty day, he shall be required to return to his base provided the court is located within reasonable proximity to the base and he has at least six (6) hours remaining in his duty day.
- Section 5. If a Represented Employee is called for Jury Duty twice within a twelve (12) month period in a jurisdiction where citizens are exempt on the second call within the twelve (12) month period, the Company is not obligated to pay for Jury Duty.
- Section 6. Represented Employees under subpoena for reasons other than those described in the above Section 1 will be charged PTO. When PTO is not available, the time-off will be without pay.

## **ARTICLE 15 FEES AND PHYSICAL EXAMINATIONS**

- Section 1. Should the Company require any Represented Employee to be bonded in the performance of his duties, the premium involved shall be paid by the Company.
- Section 2. In the event identification badges or cards are required, the Company shall provide identification badges or cards at no cost to the Represented Employee. In the event the I.D. badge or card is lost or misplaced by the Represented Employee, he shall be charged for the total cost of a replacement badge or card and shall be required to secure such badge or card on his personal time.

Section 3. Medical Examinations

- A. Any additional physical exams, including eye exams, and/or tests required by the Company or a customer shall be paid for by the Company, including reasonable and necessary travel expenses.

Section 4. Additional Company Required Medical Exams

- A. When the Company reasonably believes that there are sufficient grounds to question a Represented Employee's physical or mental condition to remain on active duty, the Company may require that such Represented Employee be examined by a medical examiner designated by the Company. If the Company determines it necessary to remove the Represented Employee from active duty pending the completion of any such test, the Represented Employee shall be placed on paid administrative leave during this time.
- B. Any medical examination or tests required by the Company pursuant to Section 4(A) of this Article shall be paid for by the Company. Payment shall be made by the Company directly to the medical examiner and/or test facility conducting such examination or tests.
- C. A Represented Employee will be provided a copy of the Company physician's report. This report will state specifically if the Represented Employee is able to perform his duties. If unable to perform his duties, the Represented Employee will be removed from payroll and, if appropriate, eligible for benefits.
- D. A Represented Employee who fails to pass a Company physical examination may have a review of the case. Such review will proceed in the following manner:
  - 1. Within fifteen (15) calendar days of the date the Represented Employee is presented the report of the Company physician, the Represented Employee may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same medical purpose as the examination made by the Company's medical examiner.
  - 2. A copy of the findings of the qualified medical examiner chosen by the Represented Employee shall be submitted to the Company within seven (7) business days of receipt by the Represented Employee, and will state if he is able to perform Represented Employees' duties. In the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.
  - 3. In the event that the findings of the medical examiner chosen by the Represented Employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the Represented Employee, ask the two (2) medical examiners to agree upon and appoint a third qualified and impartial medical examiner who is a specialist in the area of the Represented Employee's alleged disability, for the purpose of making a further medical examination of the Represented Employee. In the event the Represented Employee fails to submit a written request, within fifteen (15) calendar days after the findings, the results of the original Company examination shall govern.

4. The decision of the impartial physician, who has been agreed upon by the Company physician and the Represented Employee's physician, shall be final and binding on all parties.
  5. The expense of employing the impartial medical examiner shall be borne equally by the Company and the Represented Employee. Copies of the medical examiner's report shall be furnished to the Company and to the Represented Employee.
- E. When a Represented Employee is removed from duty by the Company as a result of failure to pass the Company's physical examination, and appeals such action under the provisions of this Section, he shall, if subsequently found by the impartial examiner to have been fit to perform the work at the time of removal, be reimbursed at his regular rate of pay and medical expenses.

## **ARTICLE 16 TRAINING**

### RECURRENT TRAINING

- Section 1. For recurrent training that is scheduled off hitch the Company will make reasonable efforts to schedule training immediately before or immediately after an employee's hitch. If recurrent training cannot be scheduled immediately before or after an employee's hitch, the Company shall provide the Represented Employee with mileage, housing and per diem on the day(s) off between their hitch and the training, in accordance with Company policy.
- Section 2. In the event an Employee is unable to attend training on the day(s) assigned, they will notify the Director of Maintenance or his designee as far in advance as possible. The Director of Maintenance or his designee will work with the employee to arrange for alternative training dates. However, absent extenuating circumstances, if there are no mutually agreeable dates available, the employee will remain obligated to conduct the training on the original dates assigned by the Company.
- Section 3. Each calendar quarter, the Training Department will publish a list of recurrent training with the names of employees assigned to training and the dates of the training. It will be the responsibility of the employee to know the dates for his scheduled recurrent training class.

### FORMAL AIRCRAFT TRAINING

- Section 1. For the purposes of this Article, formal aircraft training shall be defined as any aircraft or engine specific training that is non-recurring.
- Section 2. Training opportunities will arise from time to time and will be distributed as outlined in Article 8 of this Agreement.
- Section 3. Due to the long duration of many of these training classes, the Company will make efforts to provide the dates of training to the individuals awarded the opportunity as far in advance as possible. If for any reason an employee cannot or declines to attend training after they have been provided the opportunity, the Company will offer the training to the next eligible employee in accordance with Article 8, Section 3.2 a. or 3.2 b. of this Agreement. In the event no other employee bid, the Company reserves the right to assign the training slot to another individual.

## SPECIAL TRAINING

- Section 1. For the purposes of this Article, special training shall be defined as any training that is not aircraft or engine specific. Examples are, but not limited to, general HUMS classes, initial ground run qualifications, 145 training, ZING familiarization, etc. Initial new hire training does not fall under this category.
- Section 2. The majority of special training opportunities arise due to operational necessities; therefore, these opportunities will be assigned by the Director of Maintenance or his designee.

## NEW HIRE TRAINING

- Section 1. For the purposes of this Article, new hire training shall be defined as training given to new hire personnel to familiarize them with the Company and prepare them for their employment. The content of this training shall be determined by the Training Department and the Director of Maintenance.
- Section 2. The status of new hire personnel as pertaining to bids is outlined in Article 8 of this Agreement.

## TRAINING FAILURES

- Section 1. Training failures will be reviewed by the Company and an assessment will be made to determine the cause.
- Section 2. An employee who fails training will be given the opportunity to retrain up to acceptable standards, based upon those areas in need of improvement. In the event such employee subsequently fails training after being given the opportunity necessary for successful completion, he will be returned to his previous position. This does not apply to new hire and subsequent recurrent training failures. Any new hire and subsequent recurrent training failures will be reviewed by the Company and the status of the employee shall be determined at that time. Retesting, retraining, and termination are options that will be considered.

## GENERAL

- Section 1. When training is conducted at the employees' assigned work location and the time period allotted for the training is less than the employees paid duty day, the employee is expected to report to work after training and complete his duty day.
- Section 2. An employee who is assigned to training away from the general geographic area of their base on a normally scheduled duty day will not be required to return to work that day and will be paid for his normal duty day.

## COMPENSATION

While attending Recurrent, Formal, and Special training while on hitch, the employee will receive one hundred percent (100%) of the daily rate of his applicable base pay. For recurrent training conducted while off hitch the employee will be paid one and one-half (1.5) times their daily rate of his applicable base pay. While attending special and formal training while off hitch the employee will receive one hundred percent (100%) of the daily rate of his applicable base pay.

## **ARTICLE 17 FACILITIES, EQUIPMENT AND UNIFORMS**

Section 1. The Company shall provide Represented Employees with clean and comfortable rooms near its operating bases (OB). ARA is not considered an operating base. For the purpose of this Agreement, clean and comfortable rooms may be apartment units, motels or mobile homes. These rooms will be provided under the following circumstances:

- A. When a Represented Employee engages in a Workover;
- B. When a Represented Employee does not work within a reasonable proximity of his home regardless of whether he is on regular hitch or Workover;
- C. When travel back to his home would prevent Represented Employee from receiving minimum rest in accordance with Company policy; or
- D. If an employee normally based at the ARA campus is dispatched to a field operating base away from the Acadiana Regional Airport, housing will be provided, if needed. Housing will also be provided if a field employee, who is not based permanently in New Iberia, and who is required to remain overnight in New Iberia due to business requirements, if needed. (The Company does not provide housing for Represented Employees based at the ARA campus, except as required by operational needs to be determined by the DOM.)
- E. All new mobile homes purchased by the Company will be limited to a maximum of four (4) bedrooms. Existing mobile homes that have five (5) bedrooms may continue to be used and the Company will make every effort to limit trailer occupancy to no more than four (4) persons per trailer. However, if any Represented Employee in a five (5) bedroom mobile home objects to such sleeping accommodations, the Company will place one (1) of those Represented Employees into a nearby apartment unit, motel, or another mobile home when available. No Represented Employee will be asked to share his sleeping room with another except in an emergency situation. Normal furnishings will be provided, including but not limited to, air-conditioning, furniture, television, stove and/or microwave oven, cooking and eating utensils and washer and dryer. If not provided in the mobile homes, washers and dryers shall be provided near the housing.
- F. All bases shall maintain an adequate supply of overnight gear, including sheets, blankets, pillows, pillow cases and towels for transient Represented Employees.
- G. When Company-provided rooms are filled to capacity, or otherwise not available, the Company shall, provide individual motel accommodations, when available, including transportation to and from such facility for non-domiciled Represented Employees.

Section 2. Company-provided accommodations will be cleaned at Company expense at least once a week. It will be the responsibility of each Represented Employee housed in Company-provided accommodations to treat all furnishings and appliances with care.

Section 3. The Company will make a reasonable effort to ensure that customer-provided accommodations are suitable, clean and comfortable. If a Represented Employee finds the customer-provided accommodations substandard, he shall immediately report his specific complaint to the Company, and the Company will promptly investigate and will work with both the Customer and the Represented Employee to resolve the complaint. In any case where the customer-provided accommodations are substandard, the Represented Employee will be permitted to move to

another location with acceptable accommodations, if such accommodations are reasonably available.

- Section 4. The Represented Employees shall utilize their own Tools to perform their duties. The Company shall pay a \$400.00 per year Tool allowance, payable on the first pay period in April, beginning in 2015 and each year thereafter. This Tool allowance payment would cease if/when the Company provides the necessary tooling required to perform their duties.
- Section 5. Represented Employees working a 7&7 work schedule will be issued a set of seven (7) uniforms and a jacket upon hire. Represented employees working a 5&2 or 9/80 work schedule will be issued a set of five (5) uniforms and a jacket upon hire. In the event an employee changes to a 7&7 work schedule, they will be issued an additional two (2) sets of uniforms. Should a Represented Employee's uniform show exceptional wear and tear during a one (1) year period, the Represented Employee should consult with his supervisor for replacement items. Represented Employees shall be entitled to four (4) replacement items per year.
- Section 6. The Company shall have the right to determine reasonable grooming standards for Represented Employees. Such standards will be published and distributed to all Represented Employees.
- Section 7. The Company shall pay \$100.00 per year for safety compliant footwear, payable on the first pay period in April of each year.

## **ARTICLE 18 SEVERANCE PAY**

- Section 1. A Represented Employee who is laid off shall receive severance pay based on the total amount of Company seniority under this Agreement unless one or more of the following conditions exist:
- A. He exercises his seniority in order to remain in the employ of the company.
  - B. He accepts any other employment with the Company or refuses to accept a job or assignment within his category as a "Represented Employee" in the Company.
  - C. The layoff is caused by circumstances beyond the control of the Company. Examples of this would include a war or foreign invasion, an act of God/natural disaster, an official state of emergency, a strike affecting the Company's business, a work stoppage, a government grounding of aircraft, or the revocation of operating certificate(s).
  - D. He is dismissed for just cause, resigns or retires.
- Section 2. The amount of severance pay due a Represented Employee under this Article shall be based on the Represented Employee's Company Seniority and shall be computed on the basis of the Represented Employee's regular base pay at the time of layoff as follows:

<u>Completed Years of Service</u>	<u>Severance Allowance</u>
6 months or less .....	1 week
6 months but less than 12 months .....	2 weeks
1 year but less than 4 years .....	3 weeks
4 years but less than 8 years.....	5 weeks
8 years but less than 12 years.....	7 weeks
12 years but less than 16 years.....	9 weeks
16 years or more.....	11 weeks

- Section 3. Severance pay shall be paid in a lump sum on the next regular pay date after the Represented Employee's furlough.
- Section 4. The Company may offer voluntary leaves of absence to offset scheduled furloughs before offering voluntary furloughs.
- Section 5. The Company may offer voluntary furloughs to Represented Employees to offset scheduled involuntary furloughs. Volunteers shall be entitled to all of the provisions of this Article, except that severance pay will be calculated based on the position of the most junior Represented Employee scheduled for involuntary furlough. Return to active status shall occur only as a result of the normal recall process.

## **ARTICLE 19 MOVING EXPENSE**

- Section 1. The Company shall provide a paid move to a Represented Employee when there is a mutually agreed upon job requirement.
- Section 2. In order to receive a Company-paid move, Represented Employees must complete such move within twelve (12) months from the date of notice and shall be entitled to the following reimbursement upon presentation of reasonable documentation.
- Actual moving expense for normal household effects including normal packing charges up to a maximum of twelve thousand (12,000 lbs.) pounds. Not included in the move are the transportation of pets/animals, boats, automobiles, motorcycles, heavy shop or hobby equipment.
- Section 3. Represented Employees shall be allowed the following enroute expenses:
- A. For Represented Employee only - \$30.00/day
  - B. For Represented Employee and Spouse - \$60.00/day
  - C. For each dependent child - \$15.00/day
  - D. The period of en route travel shall continue after arrival until the day the household effects arrive or until the end of the fifth day, whichever comes first.
- Section 4. For the purpose of determining necessary travel time, the Company will allow one (1) travel day for each five hundred (500) miles or fraction thereof, to a maximum of three (3) travel

days when driving a vehicle. The Represented Employee is expected to move during his days off and be prepared to work on his regular hitch. Travel time will be determined by the most direct AAA mileage between the two (2) cities.

- Section 5. In addition to moving expenses, one (1) vehicle per family may be driven to the new location and the Represented Employee will be reimbursed at the rate established by the IRS, by the most direct AAA highway mileage. No expenses will be paid for a second vehicle.
- Section 6. To be eligible to obtain reimbursement from the Company, a Represented Employee must meet the requirements of Section 1 of this Article and have:
- A. Completed his probationary period;
  - B. Provided the Company with at least fourteen (14) days advance notice of the move;
  - C. Not have had another Company-paid move in the preceding twenty-four (24) months, and
  - D. Use a Company contracted mover, if required to do so by the Company.
- Section 7. Represented Employees who voluntarily leave the Company within twenty-four (24) months of a paid move will be required to reimburse the Company for all moving expenses provided under this Article.
- Section 8. Represented Employees eligible for reimbursement of moving expenses electing to move themselves shall be reimbursed for actual moving expenses such as truck rental, gas, oil, drop-off, and other Company-approved expenses. Represented Employees must notify the Company in advance of a move, receive prior Company approval, and follow the specified procedures per Company policy in order to be reimbursed.

The actual expenses reimbursed cannot exceed the total estimated cost of a Company-coordinated move.

If the actual move by the employee is less than the lowest estimate for a Company-coordinated move, one half of the difference will be paid to the employee. Total reimbursement shall not exceed the reimbursement for which the employee is eligible pursuant to Sections 2, 3 & 5 of this Article.

**Example:**

A Represented Employee receives 3 quotes, with lowest estimate of \$8,000.00 and the Represented Employee elects to move himself. The cost of a rental vehicle and all other eligible expenses (eligible under Section 2) total = \$2,000.00

For calculation of one half (1/2) of the difference to be paid to the Represented Employee:

Lowest Estimate:	\$8,000.00
Actual Cost:	<u>\$2,000.00</u>
Difference:	\$6,000.00
½ of Difference:	\$3,000.00

In this example, the Represented Employee would be reimbursed for the actual cost (eligible under Section 2) of \$2,000.00 and receive 1/2 of the difference = \$3,000.00. Total reimbursement to Represented Employee = \$5,000.00.

**ARTICLE 20  
COMPENSATION**

A&P / FCC Pay Step	EDR 10/1/2019	EDR +1 10/1/2020	EDR +2 10/1/2021	EDR +3 10/1/2022
1	\$ 62,046	\$ 64,761	\$ 67,557	\$ 70,437
2	63,956	66,671	69,467	72,347
3	65,866	68,581	71,377	74,257
4	67,775	70,490	73,286	76,166
5	69,685	72,400	75,196	78,076
6	71,595	74,310	77,106	79,986
7	73,504	76,219	79,015	81,895
8	75,414	78,129	80,925	83,805
9	77,323	80,038	82,834	85,714
10	80,082	82,797	85,593	88,473
11	82,734	85,449	88,245	91,125
12	84,325	87,040	89,836	92,716
13	85,917	88,632	91,428	94,308
14	87,508	90,223	93,019	95,899
15	89,630	92,345	95,141	98,021
16	91,752	94,467	97,263	100,143
17	94,404	97,119	99,915	102,795
18	96,526	99,241	102,037	104,917
19	98,647	101,362	104,158	107,038
20	\$ 100,239	\$ 102,954	\$ 105,750	\$ 108,630
Shop Rate Pay Step	EDR 10/1/2019	EDR +2 10/1/2020	EDR +2 10/1/2021	EDR +3 10/1/2022
1	\$ 49,316	\$ 52,031	\$ 54,827	\$ 57,707
2	51,968	54,683	57,479	60,359
3	54,090	56,805	59,601	62,481
4	56,211	58,926	61,722	64,602
5	58,333	61,048	63,844	66,724
6	60,455	63,170	65,966	68,846
7	62,577	65,292	68,088	70,968
8	64,699	67,414	70,210	73,090
9	66,290	69,005	71,801	74,681
10	68,942	71,657	74,453	77,333
11	70,534	73,249	76,045	78,925
12	73,186	75,901	78,697	81,577
13	75,308	78,023	80,819	83,699
14	77,429	80,144	82,940	85,820
15	79,021	81,736	84,532	87,412
16	81,143	83,858	86,654	89,534
17	83,795	86,510	89,306	92,186
18	85,917	88,632	91,428	94,308
19	88,038	90,753	93,549	96,429
20	\$ 90,160	\$ 92,875	\$ 95,671	\$ 98,551

Section 1. Effective the first pay period that includes October 1, 2019, the effective date of ratification (EDR), existing A&P/FCC Tech and ARA Shop rate scales shall increase to the EDR column of the pay scale.

All employees will move laterally on the pay scale to EDR +1 on the first pay period that includes October 1, 2020.

All employees will move laterally on the pay scale to EDR +2 on the first pay period that includes October 1, 2021 and will increase by one pay step if currently not topped out on the pay scale.

All employees will move laterally on the pay scale to EDR +3 on the first pay period that includes October 1, 2022.

Employees who are not topped out on the pay scale will increase by one pay step on October 1, 2023 if a new contract hasn't been ratified and will continue subsequent steps each October 1 until a new contract is ratified.

Section 2. A&P/FCC Technician scale above applies to those employees who are employed in Group A, B, or I, and who have the appropriate A&P or FCC license.

The ARA Shop Salary Schedule applies to those employees who are not on the A&P/FCC Technician pay scale.

Employees that have received a pay step increase for calendar year 2019 by the ratification date will remain at that pay step and will continue to be paid in accordance with Section 1 above.

Employees that have not received a pay step increase for calendar year 2019 by the ratification date will increase by one pay step on the ratification date and will continue to be paid in accordance with Section 1 above.

New hire employees hired after date of EDR may be placed on the above salary schedule up to a maximum of Step 8, provided the Company can verify previous experience in job type, and will continue to be paid in accordance with Section 1 above.

To determine an employees' hourly rate of pay, their annual pay level shall be divided by 2080.

**Example:**

Employee's Annual Salary:	\$56,000.00
Employees' Hourly Rate:	$\$56,000/2080 = \$26.92$

A. Non-Standard Work Schedule Supplement

Employees on 4&3, 5&2 shall be paid the above base salaries plus the following percentage of base pay: 4&3 = 25%; 5&2 = 45%.

The above only applies if the Employee works a twelve (12) hour duty day.

B. Holiday Pay

For employees on a 5/2 and 9/80 work schedules, in addition to Holiday pay for days recognized in this Agreement, an employee who works on a holiday shall receive time and one-half (1.5) times their normal rate of pay for the entire work shift.

C. Night Shift Differential

Employees who are assigned to start a work shift after 4:00 p.m. shall receive an additional \$1.75 an hour.

**ARTICLE 21  
SUPPLEMENTAL PAY**

<b>ARA Hangar &amp; Shop Supplements</b>	
\$ 700.00 / month	Senior Hangar Lead (if applicable)
\$ 450.00 / month	145 Inspector
\$ 425.00 / month	Completion Leads
\$ 375.00 / month	Lead
\$ 375.00 / month	NDT
\$ 300.00 / month	Shop Lead / CASS Lead
\$ 150.00 / month	Paint Lead Cover (7/7)
\$ 300.00 / month	Maintenance Control (Brown Shirts)
\$ 125.00 / month	2nd Inspector / CASS (Shop Inspectors)
\$ 100.00 / month	RII
\$ 100.00 / month	Ground run
\$ 100.00 / day	Off-shore <sup>(1)</sup> Individual will be dispatched based on meeting customer requirements.
\$50.00 / day	Oversight Recognition Pay (ORP) <sup>(2)</sup>

<b>Field Supplement</b>	
\$ 450.00 / month	Lead Mechanic
\$ 650.00 / month	Maintenance Instructor
\$ 450.00 / month	Inspector
\$ 375.00 / month	NDT
\$ 100.00 / month	RII
\$ 100.00 / month	Ground run
\$ 100.00 / day	Off-shore <sup>(1)</sup> Individual will be dispatched based on meeting customer requirements.
\$ 50.00 / day	Oversight Recognition Pay (ORP) <sup>(2)</sup>

**Notes:**

- (1) Off-shore pay will be paid for any trip(s) off-shore to include multiple maintenance recoveries capped at one payment per day.
- (2) • ORP will be paid in addition to any other supplements.
  - ORP will be paid to the assigned employee taking on the maintenance manager duties in his absence.

For positions filled on a daily basis, other than ORP the daily supplement shall be determined by dividing the applicable monthly supplement by a factor of fifteen (15).

**ARTICLE 22  
BONUSES**

Section 1. For the term of this Agreement, the Non-Management Employee Incentive Plan (NMEIP) will be provided to represented employees on the same terms as it is provided to all other eligible employees of the Company under the NMEIP; except that a lump sum payment in lieu of an annual merit increase made to non-represented employees is not defined as the NMEIP.

## **ARTICLE 23 WORKOVER / OVERTIME**

### Section 1. Definitions.

Workover - A Workover is defined as being scheduled for and reporting to work on a regularly scheduled day off.

Overtime - Overtime is defined as additional time worked beyond a normal working schedule.

### Section 2. The rate of pay for work performed beyond a normal shift assignment, or work performed on regularly scheduled day off, shall be one and one-half (1.5) times an employee's normal hourly rate of pay.

- A. The normal hourly rate of pay shall be determined by dividing an employees' annual salary by 2080.
- B. The Company will allow an employee to bank up to two (2) regular work days of workover/overtime pay to be used as comp-time for partial day absences for doctor's appointments, etc. All comp time shall be paid out at an employees' straight-time hourly rate.
- C. The Company will continue its current practice for the payment of overtime for work performed during an employees' regular work schedule. Work Schedules will not be changed without a thirty-day notice unless both the Company and Represented Employee agree otherwise. Work hours may not be changed during employees' scheduled work week unless both parties agree.

### Section 3. A Mechanic who desires a Workover assignment will request that his/her name be placed on a Workover roster at his/her work location. This roster will be comprised of represented employees at each location by Company seniority, beginning with the most senior individual at the top of the roster. This roster will be maintained by the Manager of each work location or his designee. It will be up to the employee to notify his Maintenance Manager or his designee of his desire to be removed from the Workover roster. A copy of this roster will be kept on file with the Director of Maintenance or one of his designee's. After a Mechanic has his name placed on the Workover roster his name will remain on the roster from month to month until he asks to have his name removed from the roster.

- A. The roster will include:
  - 1. Mechanic's name and contact number.
  - 2. His/her work schedule, i.e. 5&2, 7&7, 14&14, 9/80
  - 3. The aircraft or shop he is able and willing to work.
  - 4. The bases at which he is willing to work over.
- B. The Mechanic is responsible for ensuring that the information on file is accurate and up to date.
- C. When a Workover position is available, the manager will contact the Director of Maintenance or his designee to confirm that Workover is justified by manning levels and that the position will not be covered by regular scheduled employees.

- D. Workover will be on a rotational basis starting at the top of the roster. It will not reset at the beginning of each month.
- E. Each work location will have such a roster from which all Workover will be conducted.
- F. An employee that declines Workover, cannot be contacted or accepts Workover will have his/her name placed at the bottom of the Workover roster.
- G. The Manager of each work location will inform the Director of Maintenance, or his designee of the names of employees that are scheduled to Workover and the dates of the scheduled Workover.
- H. Lead positions and Primary Inspectors vacancies will first be filled with someone in a like position regardless of where their names are on the Workover roster. If this is not possible the employee filling that position will be paid any daily supplement associated with that position.
- I. Individuals must possess the Part 145 endorsement, along with RII credentials to fill the role of Primary Inspector. Lead Mechanic positions will be filled with individuals who possess the proper level of experience and qualifications to assume the duties, most especially at bases without a Maintenance Manager. If there is any doubt, the DOM will make the final determination. If experience and qualifications are equal, the DOM will award the most senior candidate the position.

Section 4. Workover assignments will be conducted on a rotational basis starting from the most senior employee at the top of the roster. When all multi-day Workover slots (7&7 and 14&14 schedules) have been filled, single day Workover slots will be filled starting from the next name on the roster following the last employee to accept a Workover slot. In the event the roster goes through a complete rotation and Workover slots are still available. The Director of Maintenance or his designee will be notified so that they may fill the slot / slots using Represented Employees on hitch from another work location, or Workover Represented Employees from another work location.

- A. In the event all Workover slots have been filled and a complete rotation of the Workover roster does not occur, the name following the last employee who accepted Workover will be the starting point from which the next round of Workover assignments will take place.
- B. Workover assignments on the 5&2 and 9/80 schedules will be conducted in the same manner as 7&7 and 14&14 schedules.
- C. Maintenance Manager vacancies will first be offered to other Maintenance Managers. If no Manager accepts the Workover, the lead mechanic on schedule will fill the vacancy and receive the ORP daily supplement. The lead mechanic vacancy will be filled utilizing the same procedure as outlined above. The Company will make every effort to qualify represented employees to back-fill these positions at each Base location.
- D. If a qualified represented employee is not offered a Workover position that has been filled by non-represented employee, the affected employee shall receive full compensation for the missed Workover opportunity, and shall be placed at the bottom of the workover list.

- E. If the position cannot be filled by a qualified represented employee, a Maintenance Manager may be used to fill the Workover position. The Maintenance Manager at the location of the vacancy will have the first opportunity to fill the position, followed by Maintenance Managers at other bases in geographical order.
- F. The parties recognize and agree that from time to time the Company requires Technical Staff with specific skills and ability for specialized work, including at remote locations or locations at which the Company does not have a base, such as preparing an aircraft for transport by maritime vessel or by aircraft, or preparing an aircraft for flight operations after such transport or after incurring damage. In such circumstances, the Company may solicit particular Technical Staff for Workover without reference to seniority or the individual's position on the Workover roster.

## **ARTICLE 24 TRAVEL PAY**

Section 1. Mileage pay shall be paid at the applicable rate established by the Internal Revenue Service under the following circumstances:

A. On Hitch:

- 1. Once a Represented Employee arrives at his first assigned base, the Represented Employee will be paid all mileage for company required use of personal vehicle in accordance with base mileage chart.
- 2. Represented Employees assigned to housing located in excess of 15 miles one-way from their base location will only be paid the mileage in excess of the 15 miles one-way. Round trip will only be paid in excess of 30 miles.

**Example:** Driving from a base location to a housing facility located 18 miles away will be entitled to reimbursement of 3 miles one-way or 6 miles for the round trip.

(18 miles – 15 miles = 3 reimbursable miles)

B. Off Hitch:

- 1. When computing mileage, figures must reflect mileage from ARA to workover location or mileage from the Represented Employee's home to workover location, whichever is the lesser distance. The Represented Employee will be paid to return to home or ARA, whichever is the lesser distance.
- 2. Once a Represented Employee arrives at his first workover location, the Represented Employee will be paid all mileage for company required use of personal vehicle in accordance with base mileage chart.
- 3. Represented Employees on workover assigned to housing located in excess of 15 miles one-way from their base location will only be paid the mileage in excess of the 15 miles one-way. Round trip will only be paid in excess of 30 miles.

**Example:** Driving from a base location to a housing facility located 18 miles away will be entitled to reimbursement of 3 miles one-way or 6 miles for the round trip.

(18 miles – 15 miles = 3 reimbursable miles)

4. Mileage for training:

- (a) Will be paid from ARA to first base location if training is conducted prior to start of Represented Employee's work hitch.
- (b) Will be paid from last work location to ARA if training is conducted at the end of the Represented Employee's work hitch.
- (c) Will be paid from last work location to ARA if the Represented Employee had "dead day(s)" prior to start of training and the Represented Employee did not return home prior to the start of training, unless he lives local to his last work location (i.e. GNO, HMA).

Section 2. Mileage will not be paid in cases of workover at the assigned bases when such workover immediately proceeds or follows a normal work schedule.

Section 3. The Company will provide travel or reimburse pre-approved travel expenses to any offsite training facility.

- A. Represented Employees attending training assigned to housing located in excess of 15 miles one-way from their training location will only be paid the mileage in excess of the 15 miles one-way. Round trip will only be paid in excess of 30 miles.

**Example:** Driving from a training location to a housing facility located 18 miles away will be entitled to reimbursement of 3 miles one-way or 6 miles for the round trip.  
(18 miles – 15 miles = 3 reimbursable miles)

Section 4. Any other Company business travel will be paid in accordance with the Corporate Travel & Entertainment Expenses Policy.

## **ARTICLE 25 PER DIEM**

Section 1. For Represented Employees on Domestic (U.S.), Per Diem shall be paid at the following minimum rate of:

- A. When kitchen facilities are provided, ten dollars (\$10.00) per meal, up to a maximum of three meals a day.
- B. When no kitchen facilities are provided, fifteen dollars (\$15.00) per meal, up to a maximum of three meals a day.
- C. In no case will per diem be paid when a Represented Employee receives an offshore bonus or onshore when a meal is provided by the customer or the Company.
- D. In no case will per diem and expense reimbursement for meals be paid simultaneously.

Section 2. A Represented Employee shall receive per diem under the following circumstances.

A. On Hitch:

1. When required to relocate via vehicle or aircraft after arriving at their assigned base, a meal allowance is paid for as long as away from assigned base.
2. When Company housing does not provide a kitchen.

B. Off Hitch:

1. When a Represented Employee is on a Workover.
2. When a Represented Employee is on a Training Day.

## **ARTICLE 26 INSURANCE BENEFITS**

Section 1. The Company shall provide the following employee benefit plans:

A. Group Term Life/AD&D Insurance: 2 x salary to \$200,000. The Company will provide group term life/AD&D benefits on a non-contributory basis.

B. Disability Insurance:

Short Term Disability: 66.6% of base pay to a maximum monthly benefit of \$4,333.33.

Long Term Disability: 50% of covered monthly compensation to a maximum monthly benefit of \$5,000.

C. Medical Insurance:

Contributions for the medical benefits (High Deductible Health Plan (HDHP) / Preferred Provider Organization (PPO) Plan) will be adjusted on the same basis as other US based employees and will not exceed the percentage increase as shown in the Towers-Watson Health Benefits Survey.

Language in this section is not intended and will not be used to limit the plans or plan coverage outlined in this Article.

D. Dental Insurance: Current Company policy.

E. Vision Insurance: Current Company policy.

**ARTICLE 27**  
**RETIREMENT AND 401(K) PLAN**

- Section 1. The Company shall match a participating Represented Employee's 401(k) salary deferral contribution dollar for dollar to a maximum of the first three (3) percent of eligible earnings for that Represented Employee.
- Section 2. In addition to Section 1 above, the Company shall contribute three (3) percent of annual eligible earnings for each Represented Employee each year. Company contributions shall be made on an annual basis. No employee contribution shall be required to be made by any Represented Employee in order for any Represented Employee to be eligible for the three (3) percent Company contribution.
- Section 3 For the purposes of Sections 1 and 2, above, "eligible earnings" includes only:
- A. Base pay and workover pay.
  - B. Article 21 Supplemental Pay, if any.
  - C. Article 22 Bonuses, if any.
- Section 4. Changes to provisions of the 401(K) plan will be made on the same basis as other Company employees.

**ARTICLE 28**  
**SAFETY/ACCIDENT PREVENTION**

- Section 1. The Company shall continue to maintain safe and healthful working conditions for its Represented Employees and agrees to further that important goal by establishing a joint Company/Union Safety Committee in furtherance of the Target Zero and SMS Policies. The committee shall meet quarterly to discuss issues related to the continuation of the safe and healthful working environment at the Company.
- Section 2. In that the Company is engaged in a vital service to our Customers, the Company and Union have a particular obligation to carry out this service courteously, efficiently and with due regard for the safety of our passengers and ourselves. The Company and the Union recognize their duty and responsibility to assist in the maintenance of the Accident Prevention Policy. The Policy shall consist of the following guidelines:
- A. Safety is a primary concern of every operational undertaking.
  - B. The Company and the Union recognize that the safe working conditions, proper and adequate training, equipment and protective devices are important elements in the workplace setting. Required equipment shall be provided by the Company.
  - C. The Company will train Represented Employees in any new aircraft, its components, or on any new procedures which they may be required to utilize before any such Represented Employee is required to perform such work.
  - D. All Represented Employees must follow accident prevention measures.
  - E. Both the Company and the Represented Employee must follow all applicable Federal Aviation Regulations.

Section 3. In the event either the NTSB or the FAA conducts an investigation of an accident, and the Company is permitted to have a representative participate, the Company will request that a Represented Employee selected by the Union also be permitted to participate. Any such Represented Employee will not be paid by the Company for time spent in such an investigation.

## **ARTICLE 29 GENERAL AND MISCELLANEOUS**

Section 1. Any deviation from this Agreement shall be made by mutual consent between the Company and the OPEIU. Such mutual agreement must be in writing and signed by both parties thereto.

Section 2. Any Represented Employee leaving the service of the Company shall, upon request to the Human Resources Department, be provided with a letter setting forth the Company's record of his job classification, stating his length of service and rate of pay at the time he left the Company.

Section 3. All orders or notices to a Represented Employee covered by this Agreement involving a permanent base transfer, promotion, demotion, layoff, or leave of absence shall be given in writing to such Represented Employee, with a copy to the Union within seven (7) calendar days.

Section 4. The Union shall be responsible for printing and distributing a copy of this Agreement to each Represented Employee as well as an adequate number of additional copies needed by each side. The Company and the Union shall share these associated costs equally.

Section 5. Company Aircraft in the Service of International Operations

A. Represented Employees accepting assignments to foreign locations supporting aircraft operated by Bristow US LLC will, except as may be required by any conflicting laws of the international location, be paid in accordance with the published pay schedule and shall be entitled to all other terms and conditions of employment within this CBA, excluding items listed in Section B. below.

B. The Company and Union shall meet, prior to deployment, to establish the following:

1. Schedules
2. Travel
3. Country Allowance
4. Per Diem
5. Working / Living Conditions

**NOTE:** Represented Employees accepting assignment to foreign locations may be limited by one or more of the following: aircraft qualifications, customer requirements or restrictions, and country visa requirements or work permits. If a Represented Employee assigned to a foreign location is subject to furlough and no qualified replacement is willing to accept assignment to that location, the otherwise furloughed employee may continue to work at that foreign location until such time as his assignment is completed and he returns to domestic operations, at which time he will be placed on furlough; this will not prevent the furlough of more senior members of the cadre of the otherwise furloughed employee who may receive furlough notices pursuant to Article 7.

Section 6. Represented Employees shall not engage in any business activities which interfere or are in conflict with their service to the Company, provided, however, that this provision shall not be construed to prohibit Represented Employees from affiliating with Armed Forces of the United States.

Section 7. Personnel File

Upon request, a Represented Employee's personnel file shall be open for his inspection during normal office hours in the presence of a Company representative. Nothing of a derogatory nature will be placed in a Represented Employee's file unless a copy is sent to the Represented Employee. Upon receipt of such report, the Represented Employee shall have the option of responding by returning his explanation or comments to be included with the report in his file or by challenging the truth or accuracy of the report. If the Company determines the challenge to be justified, the report will be removed from the Represented Employee's file and destroyed. If the Company determines otherwise, it shall notify the Represented Employee who may then avail himself of the provisions of Article 31 to appeal this decision.

A. Disciplinary records other than those related to the safe maintenance of aircraft shall not serve as the basis for any employment action, including discipline, after twelve (12) months from the date of issuance unless within the twelve (12) month period there has been a recurrence of the same or similar nature.

1. Disciplinary records are limited to written counseling statements, written warnings and disciplinary suspensions.

B. Disciplinary records related to the safe maintenance of aircraft shall not serve as the basis of any employment action, including discipline, after three (3) years from the date of issuance unless within the three (3) year period there has been a recurrence of the same or similar nature.

C. A Represented Employee may request that any customer complaints or disciplinary records be removed from his personnel file after the document has become stale under this Section. However, the Company shall not be required to remove copies of public records or documents which are required to be retained in accordance with applicable law or governmental regulations.

## **ARTICLE 30 UNION BULLETIN BOARDS & COMMUNICATIONS**

Section 1. The Company shall permit the Union to display an unlocked bulletin board at each base location. The Union shall purchase the bulletin boards and shall be responsible for its installation. The bulletin board shall be a maximum of four (4) feet by five (5) feet. The bulletin boards shall only be placed in areas where Represented Employees normally and routinely congregate.

Section 2. The bulletin board used by the Union and Represented Employees covered by this Agreement shall be for posting notices of Union social and recreational affairs, meetings and elections, and other matters of importance to the governing of the Union.

Section 3. General distributions, posted notices and official business will bear the seal or signature of an officer of the Union or a Represented Employee representative and will not contain

anything defamatory, derogatory, inflammatory, negative or of a personal nature attacking the Company or its representatives.

Section 4. The Company may refuse to permit any posting that would violate any of the provisions of this Agreement. Any notices posted that are not in accordance with this Article shall be removed by the Union or by the Company upon notice to the Union. Upon the second infraction of this provision the Company will have the right to discontinue the bulletin board at that specific location for a period of three (3) months.

## **ARTICLE 31 GRIEVANCE PROCEDURE**

### **Section 1. Introduction**

The procedures described in this Article shall be the mandatory and exclusive mechanism for the resolution of all grievances concerning an action of the company affecting a Represented Employee or group of Represented Employees, including, without limitation, any and all grievances arising from discipline, discharge, or the interpretation or application of the express terms of this Agreement.

### **Section 2. Discipline and Discharge**

- A. The Company normally follows the principle of progressive discipline. However, discipline can be more or less severe depending on the seriousness of the infraction.
- B. Based on the severity of the infraction, a Represented Employee may be subject to disciplinary action, up to and including discharge, for any violation(s) or infraction(s) of Company regulations, policies or violation of provisions contained in this Agreement. Disciplinary action will be in accordance with the following procedures:
  - 1. The Company may suspend the Represented Employee with pay prior to notifying the Represented Employee of the charge;
  - 2. The Company will provide the affected Represented Employee, with a copy to the Union, notice of the charge(s). In the event the charge(s) is the result of an alleged safety violation the notice of the charge will specifically state that it is safety related.
  - 3. The investigation will normally be completed within twenty-one (21) calendar days of the event. If the Company needs additional time to complete the investigation, it will advise the Union of the additional time required. Within fourteen (14) calendar days after the completion of the investigation, the Company will inform the Represented Employee in writing, with a copy to the Union, of its decision regarding the charge and any discipline imposed. If a Represented Employee is suspended pending an internal investigation, he will remain on the payroll until that investigation is complete. However, the Represented Employee will not be entitled to any workover/overtime pay, mileage or per diem if discipline is imposed.
- C. A Represented Employee, pending investigation, may be immediately removed from payroll and may be suspended without pay (for a period no longer than twenty-eight (28) calendar days) for violation of the FAA drug/alcohol policy, acts of violence or sabotage or threatening same, theft, gross negligence in the performance of their maintenance duties, or use of a weapon on Company premises.
- D. In the event the Represented Employee feels he had been unjustly disciplined or discharged, the Represented Employee or the Union may appeal in writing the Company's decision to

the Director of Maintenance within fourteen (14) calendar days of the Company's decision. The appeal must set forth a concise statement of the facts giving rise to the appeal, and state the remedy or relief requested. The Director of Maintenance or his designee shall investigate the matter, and shall issue a decision in writing to the Represented Employee, with a copy to the Union, regarding disposition of the appeal within fourteen (14) calendar days of when the appeal was filed. In the event the decision on the appeal is not satisfactory, the Union may appeal to the System Board of Adjustment in accordance with Article 32 of this Agreement.

### Section 3. Grievance Procedure

- A. Disputes arising under this Agreement or between the parties with respect to the interpretation or application of the Agreement, excluding discipline or discharge matters subject to Section 2 of this Article, shall be processed in the following manner:
  1. Represented Employee(s) shall first attempt to resolve any dispute informally through consultation with his immediate supervisor within fourteen (14) calendar days of the date on which the affected Represented Employee, or any Represented Employee among a group of affected Represented Employees, know or reasonably should have known of the facts on which the grievance is based. The supervisor shall render a decision within fourteen (14) calendar days from the date of consultation.
  2. If the dispute is not resolved to the satisfaction of the Represented Employee(s) within this time period, the aggrieved party or the Union shall reduce the grievance to writing signed by an authorized representative of the Union, and present it to the Director of Maintenance. At a minimum the written grievance shall contain the following information:
    - A. A reference to the provisions of the Agreement alleged to have been breached;
    - B. A statement of the facts involved;
    - C. The specific remedy requested by the affected Represented Employee(s); and
    - D. Grievance number.
  3. The written grievance must be submitted to the Director of Maintenance within fourteen (14) calendar days of the date on which the grievance was denied or deemed to have been denied by the supervisor.
  4. The Director of Maintenance shall render a decision on the grievance in writing within fourteen (14) calendar days of the date on which the grievance was filed. In the event this decision is unacceptable to the Union, it may appeal the decision in writing to the Director of the applicable Business Unit, with a copy to the Human Resources Manager, within fourteen (14) calendar days of receipt of the decision. The appeal must include a statement of the reason(s) why the Union believes that the decision by the Director of Maintenance was erroneous.
  5. The Business Unit Director shall render a decision on the appeal in writing within fourteen (14) calendar days of the date on which the grievance was appealed. In the event the Director of the Business Unit's decision is unacceptable to the Union, it may appeal to the System Board of Adjustment in accordance with Article 32 of this Agreement.

### Section 4. Time Limits

- A. The failure of a Company representative to issue a decision or hold a hearing within the deadlines prescribed by this Article shall be deemed a denial of the grievance or appeal, and such grievance or appeal shall be deemed to have been immediately and

automatically appealed to the next step unless the Union indicates that it wishes to withdraw such appeal.

- B. The failure of the Represented Employee(s) or the Union to comply with any of the time limits set forth in this Section shall be deemed an immediate, automatic, and final withdrawal of the grievance or appeal unless an extension of time has been requested from the Director of Maintenance within the prescribed time limits set forth in this Article, and granted.

#### Section 5. General

- A. Unless expressly provided otherwise, all notification(s) or appeals required by this Article shall be in writing, and accomplished by either hand delivery verified by an initialed copy or by delivery system prepaid with return receipt requested, or by email sent from a designated official of the Union using the Company System with a Return or Read Receipt. Alternatively, a Company email from the Company System may be sent to the Union designated official with a Return Receipt. A notification or appeal required by this Article shall only be valid if it is sent to the last known address (which may be an email address), of the party to whom the notice is directed.
- B. Compliance with all time limits specified in this Article shall be determined by the date of mailing, as established by postmark or by date of hand delivery, as established by the initialed copy or by email confirmation.
- C. A group grievance may be filed by the Union. Any such grievance shall contain sufficient information to permit the Company to identify the individual Represented Employees covered by the group grievance. No remedy awarded in a group grievance shall provide monetary compensation for periods prior to thirty (30) calendar days from the date on which the formal, written grievance was filed or the date the alleged violation, whichever is less.
- D. Time limits specified in this Agreement may be waived by mutual written consent of the parties.
- E. The parties will notify one another of the persons designated to file and answer grievances.
- F. All grievances resolved at any step of the Grievance Procedure prior to the System Board of Adjustment shall be on a non-precedential basis unless mutually agreed otherwise.
- G. If a grievant is exonerated, his personnel file shall be cleared of all reference to the incident. Records may be kept in a separate file but may not be used in future disciplinary actions. A grievant who is cleared of all charges shall be made whole as pertains to wages, seniority, longevity and benefits.
- H. Article 34, Section 8 shall apply to investigatory meetings under this Article. A Represented Employee shall be advised 24 hours in advance of the subject of any investigative meeting, hearing or conference under this Article that could lead to disciplinary action as to that Represented Employee.
- I. When there is an active grievance on file relating to discipline or discharge of a Represented Employee, the Represented Employee and his Union Representative shall have access to the Personnel File of the Represented Employee involved. Such access shall include all letters of warning issued to the Represented Employee and all records of disciplinary actions initiated by the Company relating to the Represented Employee, as well as all current and available grievance related material regarding the current disciplinary action which would become a part of the Represented Employee(s) personnel file. In addition, the Union shall

have the right to make reasonable requests and obtain copies of any documents in the Represented Employee(s) personnel file, which are relevant to the grievance.

- J. The Company agrees that the Union may request, and will be provided, with documents which are relevant to the processing of an active grievance filed by the Union. Such data shall be produced within twenty-one (21) calendar days after receipt of the request. If the Company needs additional time, it will advise the Union as soon as possible. Should the company refuse a reasonable request to produce documents requested by the union, the union may submit that matter to the Arbitrator selected by the parties by prior motion or at the Arbitration hearing.

## **ARTICLE 32 SYSTEM BOARD OF ADJUSTMENT**

- Section 1. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment, which shall be known as the "BRISTOW US LLC MECHANICS' SYSTEM BOARD OF ADJUSTMENT" (hereinafter referred to as the Board). There shall be a two-person Board for which there shall be one member selected and appointed by management (the "Company member"), and one member selected and appointed by the Union (the "Union member"); and a three-person Board for which there shall be one member selected and appointed by management, and one member selected and appointed by the Union, and a neutral Chairman (Arbitrator). The Company member and the Union member must be active employees of the Company.
- Section 2. The two- and three-person Boards shall have jurisdiction over disputes between any Represented Employee and the Company with respect to discipline or discharge, and over grievances or disputes growing out of the interpretation or application of this Agreement, that have been properly appealed pursuant to this Article. The Company and the Union intend that procedures set forth in this Article shall be the exclusive and mandatory forum of all such disputes.
- Section 3. The two- and three-person Boards shall not have jurisdiction over any disputes unless all of the procedures required in Articles 31 and 32 have been completely exhausted with respect to the dispute, and the dispute has been properly submitted to the applicable Board pursuant to the provisions of this Article.
- Section 4. The two- and three-person Boards shall have no jurisdiction to modify, add to, or otherwise change the terms of this Agreement, or to establish or change the rates of pay, rules, and working conditions covered by this Agreement.
- Section 5. The two-person Board shall consist of two (2) members, one (1) of whom shall be selected and appointed by the Company and one (1) of whom shall be the Union President or his designee. Board members shall have a vote in connection with all actions taken by the Board. The two-person Board shall convene no more than fifteen (15) calendar days after the filing of the appeal and shall issue its decision no more than fourteen (14) calendar days after the Board hears the parties' presentations. Upon reaching a decision to grant, deny or deadlock, the members of the two-person Board shall announce its decision by ensuring that a copy of its decision is

promptly and simultaneously provided to the Human Resources Manager, and to the Director of Maintenance and the President of the Local or their designees.

- Section 6. Decisions of the two-person Board shall be unanimous to grant or deny the grievance, or a non-unanimous decision for a deadlock that may be appealed to the three-person Board. The two-person Board may unanimously decide that its decision to grant or deny a grievance shall be non-precedential and non-referable and shall not be binding in the future. Absent mutual agreement that a decision to grant or deny a grievance shall be non-precedential and non-referable, any unanimous decision by the two-person Board shall be binding on the Company, the Union, and the Represented Employees.
- Section 7. Decisions of the three-person Board shall be by majority decision, and shall be final and binding upon the Company, the Union, and the Represented Employee(s).
- Section 8. Members of the Board(s) who are employees of the Company shall suffer no loss of pay while attending Board meetings.
- Section 9. The party appealing a final decision under Article 31 shall submit (*i.e.*, appeal) the dispute for consideration by the two-person Board, using the procedures in Sections 11 and 12, within fourteen (14) calendar days of that decision under Article 31. If a proper appeal is not made within the fourteen (14) calendar day period, the two-person Board shall not have jurisdiction over the dispute and it is not subject to appeal to the three-person Board.
- Section 10. In the event the two-person Board deadlocks with respect to a particular dispute, either party may submit (*i.e.*, appeal) the dispute to the three-person Board, using the procedures in Sections 11 and 12, within fourteen (14) calendar days after the two-person Board announces a deadlock. If a proper appeal is not made within the fourteen (14) calendar day period, the three-person Board does not have jurisdiction over the dispute.
- Section 11. All disputes referable to the two- or three-person Board shall be submitted (*i.e.*, appealed) to the Human Resources Manager. In the case of an appeal to the two-person Board, the Human Resources Manager promptly shall forward copies of the Section 12 submission to the Company and Union Board members if they have been identified, and to the Director of Maintenance and the President of the Local. In the case of an appeal to the three-person Board, the Human Resources Manager promptly shall forward copies of the Section 12 submission to the Company's Director of Maintenance and to the President of the Local. The submission to the three-person Board shall be provided to the neutral Chairman, and Company and Union Board members, when the applicable three-person Board convenes.
- Section 12. Each case submitted (*i.e.*, appealed) to the two-person Board, and to the three-person Board, shall be addressed to the Members of the Board, but provided to the Human Resources Manager as specified in Sections 9 (for appeals to the two-person Board) or 10 (for appeals to the three-person Board), and 11 (for all appeals), and state:
- A. The question or questions at issue;
  - B. A statement of the facts with supporting documents;
  - C. A reference to the applicable provision(s) of the Agreement alleged to have been breached;
  - D. The position of the Represented Employee(s).
  - E. The remedy requested; and
  - F. The position of the Company.
- Section 13. Within fourteen (14) calendar days of submission to the three-person System Board of Adjustment (SBA), the parties will confer and attempt to reach agreement on a neutral arbitrator, nominated by either party or both parties. If the Company and Union cannot mutually agree upon a neutral arbitrator within twenty-one (21) calendar days of submission to the SBA, either party may request from the Federal Mediation and Conciliation Services (FMCS) a list of

seven (7) potential neutrals who have experience with the application of the Railway Labor Act (RLA).

Either party may reject the initial panel and request a final panel from the FMCS to provide a new and final panel of seven (7) neutrals. The parties shall select a neutral arbitrator from the list by alternatively striking names from the panel. The order of striking shall be determined by lot for the first case in which a neutral member is chosen, and in subsequent cases the parties shall alternate taking a first strike.

Section 14. The Company and the Union will assume the travel expense and other related expenses of the Board Members selected by them, and of the witnesses called by them. Expenses for witnesses called by the Board shall be borne one-half (1/2) by each of the parties.

Section 15. The expenses and reasonable compensation of the Neutral Chairman (Arbitrator) selected as provided herein shall be borne equally by the Company and the Union.

Section 16. General

- A. The time limits set forth in Articles 31 and 32 may be extended in writing by mutual agreement of the Company and the Union.
- B. The Union and the Company may, by mutual agreement in writing, elect to bypass any or all of the steps in this Section and proceed directly to the three-person Board.
- C. Probationary Represented Employees shall be subject to discharge at any time without cause.
- D. Compliance with all time limits under this Article shall be determined by the date of mailing as established by postmark, or by date of hand delivery as established by the initialed copy, or by email sent from a designated official of the Union using the Company System with a Return or Read Receipt, or by a Company email from the Company System sent to the Union designated official with a Return or Read Receipt.
- E. The parties understand and agree that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company, Union or other Represented Employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.
- F. Except as expressly provided otherwise, this Article shall not be construed to limit, restrict or abridge the rights or privileges accorded to the Company, the Represented Employees, or its and their duly accredited representatives under the provisions of the Railway Labor Act, as amended.
- G. A stenographic record of all arbitration hearings will be taken if mutually requested by the parties and cost will be equally shared. If only one (1) party requests that a stenographic record be taken, the cost shall be borne by the requesting party. If the other party subsequently requests to be furnished a copy of the record, it will be provided a copy at the same cost as if the parties had equally shared the cost. Otherwise, the stenographic record shall be the exclusive property of the party requesting such record.

### **ARTICLE 33 NO STRIKE/NO LOCKOUT**

During the term of this Agreement, it is understood and agreed that the Company will not lock out any Represented Employee covered hereby, and the Union will not authorize or take part in any strike, nor picket on Company premises. Any Represented Employee engaging in such activity may be subject to discipline up to and including discharge.

### **ARTICLE 34 UNION REPRESENTATION**

- Section 1. Upon reasonable advance notification to appropriate management personnel, the Company agrees to admit to its stations and bases officially designated representatives of the Union to transact business as is necessary for the administration of the Agreement. Such business shall be transacted in as short a time as possible and shall not interfere with the operations of the Company. The Union representative may be escorted by a management representative while on Company property; in the alternative, the Company may make a private meeting space available to the Union representative for any Union visit.
- Section 2. The Union may select elected or appointed representatives and shall notify the Company designee, from time to time of their appointment or removal. The Company designee shall notify the Union of the appropriate Company representative hereunder.
- Section 3. The Union shall elect or appoint Represented Employee to be primary job steward(s) and alternate(s) to conduct Union business and shall notify the Company in writing of their election, appointment or removal.
- Section 4. Stewards:
- A. A primary or alternate steward shall be permitted, with advance notice to his supervisor, and subject to Section 4.E., reasonable time to investigate, present and process grievances within the scope of said steward's station or base on the Company property without loss of pay during his/her regular working hours.
  - B. A primary or alternate steward shall be permitted to present grievances to management and attempt to resolve any alleged grievance.
  - C. A primary or alternate steward shall be granted the right to consult with Represented Employee under their jurisdiction for the purpose of enforcing the provisions of this Agreement.
  - D. Time spent in handling grievances during the steward's regular working hours shall be considered hours worked for all purposes.
  - E. The provisions of Section 4 above shall not result in any workovers nor cause any adverse impact on the Company's operation. In addition, a Represented Employee, while serving as a primary or alternate steward shall remain available to perform his primary function, which is to perform maintenance-related tasks. This paragraph shall not be used to keep a steward from performing his union work if he otherwise would not be needed by the Company.

- Section 5. Upon forty-eight (48) hours notification by the Union President, the Company will grant a Represented Employee(s) unpaid time off to perform Union business off the Company premises. In the event the Union business shall require an absence from work in excess of one (1) week, a Union leave of absence will be granted in accordance with Article 11. The Union will cooperate with the Company to minimize any negative impact on operations as a result of this Section (i.e., scheduling meetings/union-sponsored training on Represented Employee's days off, limiting the number of Represented Employee who can have union time off).
- Section 6. The Company will notify the Union in writing of the names and hire dates of all newly hired Represented Employees, including employees who transfer into or out of the bargaining unit. Such notification will be transmitted during the Represented Employee's first week on the payroll. Upon notification from the Union, the appropriate Company manager will allow a Union representative who is an employee of the Company access to new hire Represented Employee to provide Union orientation for thirty (30) minutes before or after the Company's new hire orientation.
- Section 7. Stewards who serve their fellow Represented Employee at any Company station or base shall be considered Union Representatives.
- Section 8. The Company and the Union understand that Bristow has granted Represented Employees the right to have Union representation at all Company investigatory meetings with its represented employees, including all phases of investigatory meetings which could lead to discipline of an employee. The Company and the Union understand that an investigatory interview must be handled in a setting of cooperation among the Represented Employees, Employer and Union. It should not be adversarial in nature.
- Section 9. After being notified of an investigative meeting, an employee may request any Union Representative he would like, including stewards or local union officials. If the requested representative is unable to be contacted or is not readily available, management may suggest the employee request, and/or the employee may of his own volition request, a different representative who is readily available. If the employee wishes to request a different readily available representative, such Union Representative will sit in on the meeting or the meeting will be postponed until such time a Union Representative who is on site is available.
- Section 10 Guidelines for the Conduct of the Management Representative
- A. Once a Represented Employee requests Union representation pursuant to Section 9, above, Management will grant the request and delay the interview until the Union Representative arrives and has a chance to consult privately with the employee.
  - B. Management understands the investigatory meeting is not adversarial in nature, but rather an opportunity for the employer to elicit, and the employee to provide, relevant information.
  - C. Management is free to insist that it is only interested, at that time, in hearing the employee's own account of the matter under investigation. Management must be willing to hear additional information prior to or immediately after the interview from the Union Representative.
  - D. Management reserves the right to remove the Union Representative if he becomes disruptive during the meeting. This will suspend the meeting until such time as a different Union Representative is available.

## Section 11 Guidelines for the Conduct of the Union Representative

- A. The role of the Union Representative is to provide assistance and counsel to the employee.
- B. The Union Representative may speak during the interview to understand a point or to clarify a question so long as the representative is not disruptive.
- C. The Union Representative may request a caucus with the Management representative or represented employee to occur after the meeting.
- D. The Union Representative may provide additional information to the Management representative(s) prior to, or at the end of the questioning.
- E. The Union Representative may assist the investigation by eliciting favorable facts, and save production time by getting to the bottom of the incident occasioning the interview. The Union Representative has the right to view any records and documentation pertaining to the case at hand that are presented at the investigatory meeting.
- F. A Union Representative may object to harassing questions; however, a Management representative repeating questions does not constitute harassment if an employee's answers are vague or inconclusive.
- G. Union Representatives do not have the right to tell the employee to refuse to answer or, obviously, to instruct them to lie or to give false answers. An employee can be disciplined separately for refusing to answer questions.
- H. The Union Representative may not answer for the employee or give the employee advice on how to answer a question during the interview; i.e., "put words in their mouths."
- I. The presence of the Union Representative should not transform the interview into an adversarial contest.

## **ARTICLE 35 UNION SECURITY**

Section 1. Each Represented Employee covered by this agreement shall become a member of the Union within sixty (60) days after the effective date of this Agreement, and shall be required as a condition of continued employment by the Company to maintain his/her membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation (or re-initiation) fee, monthly membership dues and assessments, which are uniformly required of Represented Employees covered by this Agreement. Such Represented Employee shall have his/her monthly membership dues deducted from his/her earnings by payroll deduction.

Section 2. Any Represented Employee hired into a classification covered by this Agreement on or after the effective date of this Agreement shall become a member of the Union within sixty (60) days after employment and shall be required as a condition of continued employment by the Company to maintain his membership in the Union so long as this Agreement remains in effect, to the extent of paying the uniformly required initiation (or re-initiation) fee, monthly membership dues and assessments.

Section 3. Any Represented Employee maintaining or accruing seniority in a classification covered by this Agreement (except as provided in Section 6) but not employed in such classification, or any other classification covered by this Agreement, shall not be required to maintain Union membership during such employment but may do so at his/her option.

Should a Represented Employee return to a classification covered by this Agreement, she/he shall be required to become a member of the Union within fifteen (15) days after the date she/he returns to such classifications, and shall, as a condition of employment in classification covered by this Agreement, become a member of the Union and maintain membership in the Union so long as this Agreement remains in effect to the extent of paying an initiation (or re-initiation) fee, monthly membership dues and assessments.

Section 4. The provisions of this Agreement shall not apply to any Represented Employee covered by this Agreement to whom membership in this Union is not available by payment of initiation (or re-initiation) fees, if applicable, monthly dues and assessments under the same terms and conditions as uniformly applicable to any other Represented Employee, or to any other Represented Employee to whom membership in the Union is denied or terminated for any reason other than the failure of the employee to pay uniformly levied initiation (or re-initiation) fees, if applicable, monthly dues and assessments. Nothing in this Agreement shall require the payment of any initiation (or re-initiation) fee, by a Represented Employee if an authorized or permissible transfer according to the Bylaws and Constitution is involved.

Section 5. If a Represented Employee covered by this Agreement has resigned from the Company and is re-employed, she/he shall be governed by Section 2 of this Article.

A. If a Represented Employee is laid off and is recalled from layoff she/he shall be governed by Section 3 of this Article.

B. The seniority status and rights of Represented Employees granted leaves of absence to serve in the armed forces shall not be terminated by reason of any of the provisions of this Article, but such Represented Employee shall, upon resumption of employment in classification covered by this Agreement, be governed by the provisions of Section 3, Paragraph 2 of this Article.

Section 6. The payment of dues by a member shall not be required as a condition of employment during leave of absence without pay or during periods of transfer or promotions to a classification not covered by this Agreement.

Section 7. When a Represented Employee does not become a member of the Union by payment of initiation (or re-initiation) fee as provided in this Article or is a member of the Union and becomes delinquent in the payment of monthly dues or assessments, as provided in this paragraph, the following procedure shall apply.

A. If a new hire Represented Employee has not become a member of the Union within sixty (60) days after employment with the Company, the Union shall notify such Represented Employee in writing, certified mail, return receipt requested, copy to the Company designee, that such Represented Employee must become a member of the Union within the time limits specified in Section 2 of this Article or be subject to discharge as Represented Employee of the Company. If, upon expiration of the period of time specified in Section 2 of this Article, such new Represented Employee has not become a member of the Union, the union shall certify in writing to the Company designee, copy to the Represented Employee, that the Represented Employee has failed to become a member of the Union as provided in this Article, and is, therefore, to be discharged. The Company shall then promptly notify the Represented Employee involved that she/he is

to be discharged from the services of the Company and shall promptly take proper steps to so discharge the Represented Employee.

- B. If a Represented Employee, other than a new hire Represented Employee, who is required to become a member of the Union as provided in this Article does not become a member of the Union within the time limits specified in this Article for Represented Employees covered by this Agreement, the Union shall notify the Company designee with a copy to the Represented Employee, that the Represented Employee has failed to become a member of the Union as required by this Article and is, therefore, to be discharged. The Company shall then promptly notify the Represented Employee involved that she/he is to be discharged from the service of the Company and shall promptly take proper steps to discharge said Represented Employee.
  - C. If a Represented Employee covered by this Agreement becomes delinquent by more than two (2) calendar months in the payment of monthly dues including assessments, the Union shall notify the Represented Employee, in writing, certified mail, return receipt requested, copy to the Company designee that said Represented Employee is delinquent in the payment of monthly membership dues as specified herein and, accordingly, will be subject to discharge as a Represented Employee of the Company. Such letter shall also notify the Represented Employee that she/he must remit the required payment to the Secretary-Treasurer of his/her Local Union by the twenty-second (22) day of the month in which notice from the Union was received or be subject to discharge. If such Represented Employee still remains delinquent in the payment of dues on the twenty-second (22) day of the month in which his/her notice from the Union was received, the Union shall notify in writing the Company designee, with a copy to the Represented Employee, that the Represented Employee has failed to remit payment of the dues within the grace period allowed herein and is, therefore, to be discharged. The Company shall then promptly notify the Represented Employee involved that she/he is to be discharged from the service of the Company and shall promptly take the proper steps to so discharge the Represented Employee.
  - D. A Represented Employee discharged by the Company under the provisions of this paragraph shall be deemed to have been discharged for cause.
- Section 8. Any discharge under the terms of this Article shall be based solely upon failure of the Represented Employee to pay or tender initiation (or re-initiation) fee, membership dues and assessments upon the same terms and conditions as are generally applicable to any other member of the Union, within the time limits specified herein, and not because of denial or termination of membership in the Union for any other reason.
- Section 9. A grievance by a Represented Employee who is to be discharged as a result of an interpretation or application of the provisions of this Article shall be subject to the following procedures:
- A. A Represented Employee who believes the provisions of this Article pertaining to him/her have not been properly interpreted or applied, and who desires a review must submit his/her request for review in writing within five (5) business days from the date of his/her notification by the Company as provided in Section 7, subsection (a) 1 and 2 of this Article. The request will be submitted to the Company designee, with a copy to the Union. The Union may be present at the review of the grievance to represent the Union's interest in the case. The Company designee will review the grievance and render a decision in writing with a copy to the Union no later than ten (10) business days following the receipt of the grievance.
  - B. If the decision is not satisfactory to the Union, then it may appeal the decision through the grievance procedure. If the decision is not satisfactory to the Represented Employee, then he/she may appeal the decision within ten (10) days

from the date of receipt directly to a neutral referee who must be agreed upon by the Represented Employee and the Union within ten (10) days thereafter.

- C. In the event the parties fail to agree upon a neutral referee within the specified period, either the Represented Employee or the union may request the National Mediation Board to name such neutral referee.
- D. The decision of the neutral referee shall be binding on all parties to the dispute. The fees and charges of such neutral shall be borne equally by the Represented Employee and the union.
- E. During the period a grievance is being handled under the provisions of this section and until after the decision by the Company designee or after final decision by the neutral referee, the Represented Employee shall not be discharged from the Company because of noncompliance with the terms and provisions of this Article.

Section 10. No Represented Employee(s) covered by this Agreement or Represented Employee whose employment is terminated pursuant to the provisions of this Article or the Union shall have any claim for loss of time, wages or any other damages against the Company because of agreeing to this Article or because of any alleged violation, misapplications, compliance or noncompliance with any provision of this Article. The Union agrees to hold the Company harmless and to indemnify the Company against any suits, claims, liabilities, and reasonable and customary attorneys' fees which arise out of or by reason of any action taken by the Company pursuant to a written demand by an authorized union representative under the terms of this Article.

Section 11. During the life of this Agreement, the Company agrees that upon receipt of a properly executed Authorization of Payroll Deduction, voluntarily executed by a Represented Employee, it will make a single monthly deduction from the Represented Employee's earnings, after other deductions authorized by the Represented Employee or required by law have been made, to cover his/her current standard monthly Union dues, assessments and/or initiation fees uniformly levied in accordance with the Constitution and Bylaws of the Union, as set forth in the Railway Labor Act, as amended.

Section 12. The Company will deduct said Represented Employee's dues in the month in which the Represented Employee is recalled from furlough or returns from a leave of absence. In the event the Represented Employee is recalled from furlough or returns from a leave of absence after the dues have been deducted for a month, the Company will make a double deduction in the following month. The Company will pay over to the designated official of the Union the wages withheld for such initiation fees and dues. The amount withheld shall be reported and paid to the Union within ten (10) business days from when deductions were made.

Section 13. Any authorizations from payroll deductions under this Article shall be effective one (1) week following its receipt by the Company Payroll Department and shall apply to the next paycheck from which dues deduction is made.

Section 14. The Company remittance to the Union will be accompanied by lists of names and Represented Employee numbers of the Represented Employees for whom the deductions have been made in that particular period and the individual amounts deducted.

Section 15. Collection of dues not deducted because of insufficient current earnings, dues missed because of clerical error, or inadvertent error in the accounting procedure, dues missed due

to delay in receipt of the Authorization for Payroll Deductions shall be the responsibility of the Union and shall not be the subject of payroll deductions from subsequent pay checks, and the Company shall not be responsible in any way for such missed collections. It shall be the Union's responsibility to verify apparent errors with the individual Union member or Represented Employee prior to contacting the Company Human Resources Department. The total or balance of unpaid dues, assessments and/or initiation fees due and owing the Union at the time a Represented Employee terminates his/her employment shall be deducted from the final paycheck in accordance with applicable law.

Section 16. In the event the amounts of the standard dues or fees uniformly levied are changed, it shall be the sole responsibility of the Union to notify the Company and to make any necessary adjustments as to the amounts to be deducted from the Represented Employee's earnings. So far as the Company is concerned, any such changes shall be made in accordance with the time limits set forth in Section 13 of this Article.

Section 17. An authorization for payroll deduction shall be irrevocable for the term of this Agreement, or for a period of one (1) year from the date of the authorization, whichever occurs sooner. Subject to Section 15 above, an Authorization for Payroll Deduction shall automatically be revoked if:

- A. The Represented Employee transfers to a position with the Company not covered by this Agreement;
- B. The Represented Employee's services with the Company are terminated;
- C. The Represented Employee is furloughed; or
- D. The Represented Employee is on an authorized leave of absence.

Section 18. The Authorization for Payroll Deduction to be voluntarily executed shall be signed by the Represented Employee. It shall stipulate the following language:

"I, (name of Represented Employee) do hereby authorize and direct my Employer, Bristow U.S. LLC, to deduct from my wages for remittance to the authorized official or affiliate of the Office and Professional Employees International Union, Local 407, periodic dues, initiation fees, and/or assessments uniformly required as a condition of acquiring or maintaining membership in accordance with the provisions of the Union Security Agreement between my Employer and the Union. I further authorize and direct my Employer to deduct from my wages for remittance, as set forth above, the total or balance of unpaid dues, assessments and/or initiation fees due and owing the Union at the time my employment with the above named Employer ends.

This authorization shall not include fines and penalties. I agree that this authorization shall be irrevocable for the term of this Agreement, or for a period of one (1) year from the date of the authorization, whichever occurs sooner. All amounts to be deducted from my wages will commence with the first regular dues deduction paycheck following receipt by my Employer of this notice.

**ARTICLE 36  
SAVINGS CLAUSE**

- Section 1. Should any part of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, act of government agency, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- Section 2. In the event that any provisions of this Agreement are in conflict with or are rendered inoperative or unlawful by virtue of any duly enacted law or regulation or any governmental agency or commission having jurisdiction over the Company, the Union and Company will meet and attempt to negotiate changes necessary, pertaining only to those provisions so affected or directly related thereto.

**ARTICLE 37  
CONTRACT NEGOTIATION MEETINGS**

The Company will grant leave without pay to no more than two (2) employees up to a membership of 100 and a total of three (3) employees to a membership greater than 100 employees to attend labor negotiations. The Union recognizes the operational impact of having more than one representative per base and the parties agree to discuss the issue should more than one representative be selected from a base.

**ARTICLE 38  
DURATION**

This Agreement shall become effective on the date of its execution, and shall remain in full force and effect until an amendable date of October 1, 2022, and shall renew itself without change each succeeding year thereafter, unless either party serves written notice of intended change in accordance with Section 6, Title 1 of the Railway Labor Act, as amended. The parties agree such notice for a renewal Agreement will be served at least six (6) months prior to the end of the thirty-six (36) month period, or any anniversary date thereafter.

In witness whereof, the parties hereto have signed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

FOR: OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION,  
OPEIU LOCAL 407, AFL-CIO

FOR: BRISTOW U.S. LLC

*George Evans*

George Evans, President

*Robert Old*

Robert Old, Area Manager and Director of  
Operations, Americas

*Ty Foxworthy*

Ty Foxworthy, Vice President

WITNESSES:

*Chad Prejean*

Chad Prejean, Secretary Treasurer

*William Driskell*

William Driskell, Director of Maintenance

*Paul Rivait*

Paul Rivait, Recording Secretary

*Beverly Breaux*

Beverly Breaux, HR Manager, Americas

*Patt Gibbs*

Patt Gibbs, OPEIU Sr. Int'l Representative

*Buddy Dore*

Buddy Dore, Maintenance Support Manager

*Paul Bohelski*

Paul Bohelski, OPEIU Sr. Int'l Representative

*Dana MacPherson*

Dana MacPherson, OPEIU Int'l Representative