

COLLECTIVE BARGAINING AGREEMENT

By and Between

AIR METHODS CORPORATION

And

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 109

**January 1, 2017 through August 5, 2022**

## TABLE OF CONTENTS

ARTICLE 1	Purpose of Agreement
ARTICLE 2	Recognition
ARTICLE 3	Agency Shop & Check Off
ARTICLE 4	Management Rights
ARTICLE 5	Non-Discrimination
ARTICLE 6	Grievance Procedure
ARTICLE 7	System Board of Adjustment
ARTICLE 8	No Strike / No Lockout
ARTICLE 9	Discipline and Discharge
ARTICLE 10	Union Representation
ARTICLE 11	Seniority
ARTICLE 12	Seniority List
ARTICLE 13	Reduction in Workforce and Transition Status
ARTICLE 14	Job Posting and Bidding
ARTICLE 15	Training
ARTICLE 16	Schedules of Service
ARTICLE 17	Workover
ARTICLE 18	Pilot Status
ARTICLE 19	Pilot Classifications
ARTICLE 20	Fees & Physical Exams
ARTICLE 21	Moving Expenses
ARTICLE 22	Travel Pay

ARTICLE 23	Leaves of Absence
ARTICLE 24	On-the-Job Injury
ARTICLE 25	Holidays
ARTICLE 26	Sick Leave
ARTICLE 27	Vacation
ARTICLE 28	Health, Dental and Life/AD&D Insurance Benefits
ARTICLE 29	Company 401(k) Plan
ARTICLE 30	Jury Duty
ARTICLE 31	Bereavement Leave
ARTICLE 32	Severance Pay
ARTICLE 33	Union Bulletin Boards & Communications
ARTICLE 34	General and Miscellaneous
ARTICLE 35	Equipment and Facilities
ARTICLE 36	Productive Work Environment
ARTICLE 37	Savings Clause
ARTICLE 38	Duration
APPENDIX A	Base Pay, Methodology for Determining Where a Pilot Initially Fits in the Scale, Base Assignment, ACCRA Geographic Differential Pay, Initial Training, Supplemental Pay, Definitions
APPENDIX B	Base ACCRA Ratings

## **PARTIES TO AGREEMENT**

This Agreement is entered into between Air Methods Corporation hereinafter "Air Methods" or the "Company," and the Office and Professional Employees International Union, and its Local 109, hereinafter jointly called the "Union" or the "OPEIU."

### **ARTICLE 1** **Purpose of Agreement**

#### **Section 1.1**

The purpose of this Agreement is, in the mutual interest of the Company and its Pilots, to provide for the operation of the services of the Company under methods that will further, to the fullest extent possible, the safety of air transportation and the efficiency of operation.

#### **Section 1.2**

No Pilot covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company or the Union, its officers, or its agents because of membership or non-membership in the Union, or any lawful activity under the Railway Labor Act not in violation of this Agreement.

#### **Section 1.3**

It is understood, whenever in this Agreement, Pilots or jobs are referred to in the male gender, it shall be recognized as referring to both male and female Pilots.

#### **Section 1.4**

This Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. This Agreement supersedes all previous agreements, commitments, or practices, oral or written, between the Company and the Union and/or the Pilots, and expresses all of the obligations of and restrictions imposed upon each of the respective parties during its term. 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. Nothing in this Agreement shall prohibit the parties from bargaining on any issue they desire if both parties mutually agree to do so during the term of this Agreement.

#### **Section 1.5**

This document, together with all exhibits, memoranda of understanding, letters of agreement, and letters of interpretation incorporates the complete agreement between the parties on all issues specifically addressed herein.

#### **Section 1.6**

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.

## **ARTICLE 2** **Recognition**

### **Section 2.1**

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 Air Methods Corporation (the "Company") and the Office and Professional Employees International Union (the "Union") representing employees composed of the craft and class of Flight Deck Crew Members (hereafter called "Pilots") as certified by the National Mediation Board in Case Number R-6949, September 16, 2003.

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, on 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. This Collective Bargaining Agreement and any formal letters of agreement or memorandum of understanding between the Company and the Union are collectively referred to as the "Agreement."

### **Section 2.2**

This Agreement covers all emergency medical revenue flying performed by the Company with Pilots on its payroll. All emergency medical revenue flying covered by this Agreement shall be performed by Pilots whose names appear on the Air Methods Corporation Pilot's System Seniority List.

### **Section 2.3**

In the event the Company sells all or part of its helicopter operations serviced by the Pilots represented by the Union under the terms of this Agreement to another air carrier during the term of this Agreement the Company shall give notice of the existence of this Agreement to the air carrier and shall only be obligated to make reasonable effort to persuade such Successor Carrier to agree to the continuation of the terms set forth in this Agreement. The parties recognize that the Company is under no obligation to convince a Successor Carrier to adopt, in whole or in part, any of the terms and conditions of this Agreement. In the event the air carrier does not adopt the terms of this Agreement, the Company shall not be liable to Pilots or the Union for any differences or changes (in hours, wages, benefits, or all other working conditions) after the effective date of the change of ownership.

**ARTICLE 3**  
**Agency Shop & Dues Check Off**

**Section 3.1**

Membership in the Union is not compulsory. Pilots have a right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any Pilot as regards such matters

**Section 3.2**

Each Pilot covered by this Agreement who was hired prior to or after the execution of this Agreement shall become a member or an agency fee payer within sixty (60) days after his/her date of hire or the effective date of this agreement and shall be required as a condition of continued employment by the Company to pay an equivalent agency fee, so long as this agreement remains in effect. The agency fee referred to in the Section shall be equal to the Union's regular and usual initiation fee and its regular, uniform and usual monthly dues. Notwithstanding the foregoing, nothing herein shall be construed to be in violation of or in conflict with the provisions of the Railway Labor Act.

**Section 3.3**

During the life of this Agreement, the Company agrees that upon receipt of a properly executed Authorization of Payroll Deductions, voluntarily executed by a Pilot, it will make bi-weekly deductions from the Pilot's earnings after other deductions authorized by the Pilot or are required by law have been made, to cover the current standard bi-weekly assessments and/or initiation fees or agency fees uniformly levied in accordance with the Constitution and bylaws of the Union as set forth in the Railway Labor Act.

Any authorizations for payroll deductions under this Article shall be effective the first day of the month following its receipt by the Payroll Department and shall apply to the next paycheck for which dues deduction or agency fees is made.

**Section 3.4**

The Company remittance to the Union will be accompanied by a list of the Pilots' names and employee numbers of the Pilots for whom the deductions have been made in that particular month and the individual amounts deducted. Deductions shall be remitted to the designated Financial Officer of the Union not later than the tenth of each month.

**Section 3.5**

Collection of dues or agency fees not deducted because of insufficient current earnings missed because of clerical error or inadvertent error in the accounting procedures, agency fees 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 paychecks, 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 Pilot prior to contacting the Payroll Department. The total or balance of unpaid dues, assessments and/or initiation fees or agency fees due and owed the Union at the time a Pilot terminates his employment shall be deducted from the final paycheck in accordance with applicable law.

### **Section 3.6**

An Authorization for Payroll Deduction under this Article shall be irrevocable for the term of this Agreement or for a period of one (1) year from the date the Authorization is first executed, whichever occurs sooner. Revocation shall become effective when the Pilot serves written notice on the Payroll Department to revoke such Authorization for Payroll Deductions. An Authorization for Payroll Deduction shall automatically be revoked if:

- A. The Pilot transfers to a position with the Company not covered by the Agreement;
- B. The Pilot's service with the Company is terminated;
- C. The Pilot is furloughed.

### **Section 3.7**

Upon receipt of a written demand from the Union, the Company shall terminate any employee within the bargaining unit who fails to tender the sum due the Union under Section Two of the Article within thirty (30) days from the date such sum is due provided the Union informs the Company and the employee in writing and allows him/her and additional fifteen (15) days after the 30th day of delinquency. If the employee fails to resolve his/her dues delinquency with the Union during this fifteen (15) day period and after notification to the Company by the Union, the Company will terminate the employee effective the end of that payroll period.

### **Section 3.8**

Any dispute between the Company and the Union arising out of the interpretation or application of this Article 3, when reduced to writing as a grievance, shall be subject to the Grievance Procedure by initially referring the grievance to Step Three. The grievance thereafter may be processed in accordance with the provisions of Articles 6 and 7 in this Agreement.

### **Section 3.9**

The Union agrees to hold the Company harmless and to indemnify the Company against suits, claims, liabilities, and reasonable and customary attorney's fees which arise out of or by reason of any action taken by the Company under the terms of this Article.

### **Section 3.10**

It is further agreed between the parties that the Union shall notify each Pilot of their Beck rights as provided by law.

## **ARTICLE 4** **Management Rights**

### **Section 4.1**

The Union recognizes that the management of the business of the Company and the direction of the working force are vested exclusively with the Company, subject to the expressed provisions of this Agreement.

## **Section 4.2**

Except as restricted by an express provision 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 or diminish in whole or part to determine where and when to operate scheduled or unscheduled flights; to determine its marketing methods and strategies; and to determine the type of aircraft it will utilize to negotiate customer contracts consistent with their requirement, to determine the number of workover hours to be worked, the qualifications of Pilots it may employ and to adopt, modify and rescind reasonable work and safety rules.

## **Section 4.3**

The exercise of any right reserved herein to manage in a particular manner, or the non-exercise of such right, shall not operate as a waiver of the Company's rights hereunder, or preclude the Company from exercising the right in a different manner or at a future date.

## **Section 4.4**

It is further agreed that the rights specified herein may not be impaired by an arbitrator or arbitration even though the parties may agree to arbitrate the issue involved in a specific manner as provided in the Grievance and Arbitration Procedure set forth elsewhere in this Agreement.

## **Section 4.5**

Under any contract of services or joint venture agreement/arrangement where the Company's Operating Certificates are utilized for emergency medical service, the flight deck crew members will be covered by this contract.

## **ARTICLE 5** **Non Discrimination**

There shall be no discrimination by the Company or the Union in the application of the terms of this Agreement because of race, creed, color, religion, sex, gender (including pregnancy), sexual orientation, national origin, ancestry, age, veteran status, genetic information, any physical or mental disability, or any other legally protected status. The Company and the Union will comply with applicable laws prohibiting discrimination.

**ARTICLE 6**  
**Grievance Procedure**

**Section 6.1**

Disputes relating to the interpretation or application of the specific provisions of this Agreement may be the subject of a grievance. Any such grievance shall be processed in the following manner:

- Step 1. The Pilot shall first attempt to resolve the grievance with his immediate supervisor within ten (10) calendar days from the date of the occurrence of the event giving rise to the grievance, or within ten (10) calendar days of the date the Pilot knew or should have known of such event giving rise to the grievance. The supervisor shall give his response to the grievant within ten (10) calendar days from that date.
- Step 2. If the grievance is not resolved at Step 1 to the satisfaction of the grievant, the grievance shall be presented in writing to the designated representative of the Company within seven (7) calendar days after the receipt of the immediate supervisor's answer. The written grievance must state the nature of the grievance, the circumstances out of which the grievance arose, the remedy or correction requested, and the specific provisions of the Agreement alleged to have been violated. The Company representative will give his answer to the Union within seven (7) calendar days after the receipt of the grievance. If the Company representative does not provide an answer within seven (7) calendar days to the Union, the Union may move to Step 3.
- Step 3. In the event the Company representative's answer is unacceptable to the Union, it may be appealed in writing to the designated representative of the Company within seven (7) calendar days of the Union's receipt of the Step 2 decision. The appeal must include a statement of the reasons the Union believes the decision was erroneous. The Company's representative shall render a decision on the appeal in writing within seven (7) calendar days of receipt of the appeal. The Company and Union will designate in writing one senior official each of whom is authorized to and must meet and confer on any grievance to endeavor to resolve the grievance before the grievance is advanced to the System Board of Adjustments. In the event the grievance cannot be resolved, the Union may request review at the System Board of Adjustment, provided the request for review is made within 14 calendar days of receipt by the Union of written notice from the Company of the failed grievance resolution.

**Section 6.2**

In the event a non-probationary Pilot who has been discharged wishes to grieve such discharge, the grievance must be presented at Step 2 within seven (7) calendar days after the Pilot's discharge.

### **Section 6.3**

All provisions of this Article, including the time-limits set forth in 6.1 above, shall apply to Union grievances except such grievances shall be presented to the designated Company representative at Step 2.

### **Section 6.4**

Any grievance not presented and processed in the manner, and within the time limits set forth above, shall be waived and deemed null and void provided, however, at any time in advance of the expiration of such time limit the parties may agree, by mutual written consent, to extend any time limit for a specified period of time. Compliance with all time limits specified in this Article shall be determined by the date of mailing as established by postmark or by date and time stamp automatically generated by a sender's electronic mail system.

### **Section 6.5**

The Company and the Union agree to furnish to the other party the names of their designated representatives charged with administration of the grievance procedure within thirty (30) calendar days after the execution of this Agreement. Any changes in these representatives shall be furnished to the other party in writing.

### **Section 6.6**

The Union and the Company may, by mutual written agreement in writing, elect to bypass any or all steps in this Article and proceed to the System Board of Adjustment in accordance with Article 7 of this Agreement.

### **Section 6.7**

All grievances resolved at any step of this grievance procedure prior to the Systems Board of Adjustment shall be on a non-precedent basis unless mutually agreed otherwise.

### **Section 6.8**

If a grievant is exonerated, his personnel file shall be cleared of all references to the incident in question, consistent with applicable Federal regulations and may not be used in future disciplinary actions against the Pilot. A grievant that is cleared of all charges shall be made whole in every respect.

## **ARTICLE 7** **System Board of Adjustment**

### **Section 7.1**

In compliance with Section 204, Title II of the Railway Labor Act, as amended, this Agreement establishes a System Board of Adjustment, which shall be called the Air Methods Pilots' System Board of Adjustment, hereinafter the "Board."

## **Section 7.2**

The Board has jurisdiction over timely filed and appropriately processed grievances arising out of the interpretation and application of the specific provisions of this Agreement relating to rates of pay, rules, working conditions, discipline and discharge. The procedures set forth in this Article are the exclusive and mandatory forum for all such disputes.

## **Section 7.3**

The Board does not have jurisdiction over any dispute unless all of the procedures required by the Grievance Procedure provided for in this Agreement have been timely and completely exhausted in the dispute, and the dispute has been properly submitted to the Board pursuant to the provisions of this Article.

## **Section 7.4**

Neither the Systems Board nor an Arbitrator appointed pursuant to this Article shall have any jurisdiction to modify, add to or otherwise alter or amend any of the terms of this Agreement or to make any decision that has such an effect.

## **Section 7.5**

The Board shall consist of four members, two of whom shall be selected and appointed by the Company and two of whom shall be selected and appointed by the President of the Local Union. In disciplinary cases, no Board member from either side shall have previously made an authoritative decision regarding the merits of the controversy, including decisions to appeal the matter to a higher level. If this occurs the Board member(s) will not participate as a Board member and an alternate Board member(s) will participate in the System Board of Adjustment. A Board member appointed by the Union shall serve as chairman and a Board member appointed by the Company shall serve as vice-chairman in even years, and a Board member appointed by the Company shall serve as chairman and a Board member appointed by the Union shall serve as vice-chairman in odd years. The vice-chairman shall act as chairman in his absence.

Each Board member has a vote in connection with all actions taken by the Board. In the event the four Board members cannot reach a decision with respect to a particular dispute, the Board will select a neutral member who will decide the dispute. In the event the Board cannot agree on a neutral member, within seven (7) calendar days thereafter either party may request that the National Mediation Board (NMB) submit a list of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators and have Air Carrier experience. The Arbitrators shall be selected in accordance with NMB procedures. The Board hearing before the third party neutral member shall be conducted in accordance with the NMB rules.

## **Section 7.6**

The Board will meet quarterly in a location determined by mutual agreement, provided that at such time there are cases on file with the Board for its consideration.

### **Section 7.7**

Any expenses incurred by Board members appointed by one of the parties to this Agreement will be paid by that party. The fees and expenses of any neutral member of the Board shall be borne equally by the Company and the Union.

### **Section 7.8**

Disputes may only be submitted to the Board by the President of the Local Union or a duly designated officer of the Union or the Company's Vice President of Human Resources or his or her designee.

### **Section 7.9**

Decisions by the Board are final and binding on the Company, the Union, and the affected Pilot(s), provided they conform to Section 7.4 above.

### **Section 7.10**

The party appealing a final decision under the Grievance Procedure in this Agreement shall submit the dispute for consideration by the Board within fourteen (14) calendar days of that decision as provided in Section 6.1, Step 3. A list of potential witnesses, including all papers and exhibits known to the appealing party shall be submitted to the Board seven (7) days prior to a scheduled Board of Adjustment. Neither party will intimidate or coerce any witness so identified. If the appeal is not made within this fourteen (14) day period, the Board does not have jurisdiction over the dispute. The Company will identify new witnesses or exhibits to the Union not later than seven (7) days prior to the Arbitration, if those witnesses or exhibits had not been provided to the System Board.

### **Section 7.11**

All disputes referred to the Board shall be sent to the Company's Vice President of Human Resources or his or her designee and his/her office shall assign a docket number according to the order in which the dispute is received. However, grievances involving suspension or discharge shall be given preference for disposition. All grievances that have been properly submitted to the System Board at least 10 days prior to the scheduled hearing date shall be included on the docket and be heard by the Board at that time.

### **Section 7.12**

The appealing party will ensure that a copy of the petition is served on the members of the Board. Each case submitted to the Board must state:

- A. The question or questions at issue;
- B. a statement of the facts with supporting documents;
- C. a reference to the applicable provisions of the Agreement alleged to have been breached;
- D. the position of the aggrieved party; and

E. the remedy requested.

**Section 7.13**

Decisions by the Board shall be rendered no later than thirty (30) calendar days after the close of the hearing or receipt of post-hearing briefs.

**Section 7.14**

The Company and the Union shall, in good faith, attempt to make a joint submission of their dispute to the Board. If the parties are unable to agree on a joint submission, the appealing party shall file a submission with the Board containing all of the information described in Article 6, Section 1, and the responding party may do the same. Any party filing a submission with the Board pursuant to this Article shall serve a copy of its submission with the other party.

**Section 7.15**

The parties agree that each Board member is free to discharge his duties in an independent manner without fear of retaliation from the Company or the Union because of any action taken by him in good faith in his capacity as a Board member.

**ARTICLE 8**  
**No Strike / No Lockout**

**Section 8.1**

Neither the Union or any of its agents (stewards) nor any of its members will collectively, concertedly, or in any manner engage in a strike, sick-out, boycott, sympathy strike, slow down or work stoppage of any kind during the term of this Agreement. During the term of this Agreement, the Company agrees not to lock out any of the employees covered by this Agreement. It is further understood that the duly-authorized representatives of the Union shall use their best efforts on behalf of the Union to actively encourage the employees engaging in a violation of this Section to cease such conduct. If the Company knows one of its Customers will have a primary picket line, the Company will notify the Pilot before dispatching the Pilot to the location. A Pilot may refuse to take an assignment to cross a picket line if he has reasonable safety concerns based on verifiable incidents of picket line misconduct at the site. In such cases, the Company reserves the right to meet Customer needs however it deems appropriate.

**Section 8.2**

Employees found to be in violation of the terms of this Section shall be subject to discharge. Such discharge shall not be subject to the grievance procedure or System Board of Adjustment and Arbitration provisions of this Agreement, except as to the question of whether the Pilot engaged in such a violation.

**ARTICLE 9**  
**Discipline and Discharge**

**Section 9.1**

Pilots may be subject to disciplinary action, up to and including discharge, for just cause including, violation or infraction of Company rules or policies or for violating this Agreement. The Company will use the system of progressive discipline as set forth in the Employee Handbook. The Company may suspend a Pilot with pay prior to notifying him of the nature of the charge against him. Within seven (7) calendar days of the date of suspension the Company will inform the Pilot in writing, with a copy to the Union, of the nature of the charge and its decision on the type of discipline that should be imposed.

**Section 9.2**

If an incident occurs, or is believed to have occurred, which could result in discipline or discharge, the Pilot involved may be asked to attend an investigatory meeting. Upon the Pilot's request he shall be entitled to Union representation at the investigatory meeting. The Pilot shall be informed of the reason(s) for the meeting in sufficient time to discuss it with a Union representative prior to the meeting being held. At the conclusion of the investigatory meeting the Pilot will be notified in writing of the decision and may be held out of service by the Company, with or without pay.

- A. A Pilot may be immediately removed from the payroll and suspended without pay or discharged if he violates the FAA Drug/Alcohol policy or commits other acts of serious misconduct.
- B. In the event the Pilot believes he has been unfairly disciplined or discharged, the Pilot may utilize the grievance procedures set forth in Article 6 of this Agreement.

**Section 9.3**

In a case where a Pilot is called into a meeting where as a result disciplinary action could be taken against him, the Pilot may request to be accompanied by his Steward, and such a request will be granted by the Company. Request for a steward or alternate shall be honored if they are available within a reasonable time not to exceed forty-eight (48) hours, provided the Company incurs no workover or travel costs whatsoever.

**Section 9.4**

Disciplinary records involving safety matters shall not serve as a basis for any disciplinary action after five (5) years from the date of issuance.

**Section 9.5**

Customer complaints or correspondence of a derogatory nature shall not serve as the basis for 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.

### **Section 9.6**

The parties recognize that flight safety is paramount to the well-being of the business, patients and employees. The Pilots acknowledge it is essential to abide by all applicable FAR's. The parties further agree that neither will rely upon any discipline administered prior to the execution of the 2006 Agreement.

### **Section 9.7**

If the Customer desires the removal of a pilot from their program the Company will notify the Union in writing of that request.

## **ARTICLE 10** **Union Representation**

### **Section 10.1**

A Union representative shall not enter on property owned or leased by the Company without the express written consent of the Company. The Union representative shall not take any action that would interrupt or in any way interfere with the Company's operations or the job duties of any employee. Such visits shall comply with customer or base entrance requirements.

### **Section 10.2**

The Company will not be obligated to deal with any Union representative who has not been designated in writing to be an authorized representative of the Union.

### **Section 10.3**

The Union may elect or appoint Pilots 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. Pilots who have been designated as primary stewards (and the alternate steward in the absence of the primary steward) shall be granted reasonable time to investigate, present and process grievances during their normal duty hours without loss of pay, provided it does not cause a delay in meeting mission requirements. Stewards or alternates who serve their fellow Pilots shall be considered Union representatives.

### **Section 10.4**

The Company and the Union desire that complaints and grievances shall be settled whenever possible with supervisors at the location where the complaint or grievance originates. It is understood and agreed that a steward's activities shall fall within the scope of the following functions:

- A. To consult with a Pilot(s) regarding a presentation of a complaint or grievance that the Pilot(s) desires to present. Stewards shall be permitted to present grievances to management and attempt to resolve any grievance.
- B. To present a grievance or complaint to a Pilot's immediate supervisor in an attempt to settle the matter. Stewards shall be granted the right to consult with Pilots at their base for the purpose of enforcing the provisions of this Agreement.

C. To investigate a complaint or grievance as defined in the grievance procedure.

**Section 10.5**

The Company and the Union agree that a minimum amount of time shall be spent in the performance of steward duties.

**ARTICLE 11**  
**Seniority**

**Section 11.1**

Seniority of a new hire Pilot shall begin on the date the Pilot is entered on the Company's payroll.

- A. It is understood and agreed Pilots who are employed by AMC at the time of this Agreement shall be placed on the Company seniority list using their original date of hire with AMC or, if applicable, their last date of hire from a previously acquired Company.
- B. In the event of future acquisitions or mergers, the Company will meet promptly with the Union for the purpose of integrating the Pilot groups.

**Section 11.2**

There shall be two (2) types of seniority, Company Seniority and Bidding Seniority.

- A. Company Seniority – Company Seniority shall be defined as a Pilot's length of service with the Company or, if applicable, their length of service from their last date of hire from an acquired Company, and except as provided for elsewhere in this Agreement, shall govern pay rates, and accrual or granting of paid days off pursuant to Vacation - Article 27 of this Agreement. Company Seniority shall be adjusted for Leaves of Absence as provided for in Leaves of Absence - Article 23 of this Agreement.
- B. Bidding Seniority – Bidding Seniority shall be defined as a Pilot's length of uninterrupted Pilot credited service with the Company, or, if applicable, their length of service from their last date of hire from an acquired Company, less all time spent outside of the bargaining unit as defined in Section 3 of this Article. Bidding Seniority shall govern all Pilots covered by this Agreement in bidding for job assignments and vacancies as provided for in this Agreement.

**Section 11.3**

A Pilot who is promoted to a non-flying or supervisory position shall stop accruing bidding seniority, unless they return to flying duties within twelve (12) calendar months. Such Pilot shall continue to accrue Company Seniority and retain his Bidding Seniority less all time spent outside the bargaining unit.

If said Pilot returns to flying duty, it shall be in accordance with his Bidding Seniority. If a Pilot is terminated while in a supervisory or non-flying position, such Pilot shall have no rights under this Agreement.

#### **Section 11.4**

A Pilot's seniority shall be nullified and his/her employment shall be terminated if any of the following occur:

- A. Resignation or retirement;
- B. Discharge for cause;
- C. Failure to accept an open position while on Transition Status as provided in Article 13, Section 1.
- D. Failure to inform the designated Company representative in person or by certified mail of his intention to return to work as provided for in the Reductions in Workforce - Article 13, Section 5(A);
- E. 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 the Reductions in Workforce - Article 13, Section 5(B);
- F. A Pilot's seniority and recall rights shall terminate after being on furlough for a period of one (1) calendar year.

#### **Section 11.5**

Disputes arising over seniority shall be handled in accordance with Grievance Procedure and System Board of Adjustment outlined in this Agreement.

### **ARTICLE 12** **Seniority List**

#### **Section 12.1**

The Air Methods Corporation Pilot System Seniority List shall consist of the seniority number, name, Company Seniority and Bidding Seniority date of all Pilots covered by this Agreement. The Company will post the Seniority List on the Company's intranet. Thereafter Pilots may post the Seniority List on the bulletin boards, where permitted, and/or in the Union information book. Copies of the Seniority List will be furnished to the Union. All Seniority lists shall include the date that they are published.

#### **Section 12.2**

When two or more Pilots are employed on the same date, they shall be placed on the seniority list according to the last four digits in their Social Security number. The Pilot with the lowest last four digits will be awarded the most senior position.

- A. In the event more than one Pilot is hired from a newly acquired contract such Pilots shall be placed at the bottom of the seniority list in order of their time in service with the previous company.

### **Section 12.3**

The Company agrees to update the seniority list every six (6) months, beginning with the effective date of this Agreement with a copy to the Union. A Pilot shall have a period of thirty (30) days after the posting of the seniority list to protest to the Company any omission or incorrect posting affecting his seniority. Pilots 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, the posting will be considered correct and shall not be subject to further protest.

## **ARTICLE 13**

### **Reductions in Workforce and Transition Status**

#### **Section 13.1**

If there is a loss of a contract, base closure, or other reduction in the workforce, a Pilot's seniority, pursuant to Seniority – Article 11 of this Agreement, shall govern the layoff. Pilots with the least seniority at the affected base(s) shall be laid off first. The Company shall give at least fourteen (14) days notice of an impending layoff unless prevented from doing so due to causes beyond its control, or eighty-four (84) hours pay in lieu thereof.

A Pilot who experiences a position loss due to a loss of contract, base closure, or other reduction in the workforce shall be placed on Transition Status for fourteen (14) days after the Pilot's layoff date. While on Transition Status, a Pilot shall avail himself of all available postings on the Company's Open Position List ("OPL"). If additional postings become available on the OPL while the Pilot is on Transition Status, the Pilot may apply for any such position. The Pilot shall bid on the open positions and indicate his order of preference. Provided the Pilot possesses the requisite credential he shall be offered the positions in order of his preference before the position is filled by outside applicants. Pilots will be placed in open positions from Transition Status in seniority order, with the most senior Pilot being placed first.

If the Pilot does not apply for a position on the OPL within fourteen (14) days of the Pilot's layoff date, the pilot will be placed on part time / per diem status as defined in Section 19.3 of this Agreement for up to 180 days following the expiration of the Pilot's Transition Status. The Company may discharge the Pilot and the Pilot will lose all rights and benefits under this Agreement any time after the expiration of a Pilot's Transition Status. Transition status will last no longer than 14 days and the part time / per diem status resulting from a loss of contract, base closure, or other reduction in the workplace will last no longer than 180 days or 89 work cycles, whichever occurs first.

#### **Section 13.2**

If a Pilot is on Transition Status for any reason and no open positions exist on the OPL, the Pilot shall be placed on furlough status on the fifteenth (15<sup>th</sup>) day after the Pilot's layoff date. No Pilot shall be placed on furlough status if any open positions exist on the OPL. At the point of being placed on furlough status the Pilot shall avail himself of all available job postings on the Company website. The Pilot shall bid on the postings and indicate his order of preference. Provided the Pilot possesses the requisite credential he shall be offered the positions in order of his preference before the position is filled by outside applicants. The Company shall not be permitted to hire a new Pilot until all furloughed qualified Pilots are recalled. Pilots will be recalled from furlough in seniority order, with the most senior laid-off Pilot being recalled first.

### **Section 13.3**

Pilots shall continue to accrue Bidding Seniority and Company Seniority while on furlough.

### **Section 13.4**

Affected Pilots are required to file their proper mailing address, email address, and telephone number(s) with the Human Resources Department at the time of the layoff or furlough and will promptly notify the Company of any address changes. Failure to do so will forfeit that Pilots' rights under this Article.

### **Section 13.5**

Furloughed Pilots shall be notified of a recall in order of their seniority by e-mail with confirmed response, telephone or certified mail to the most recent telephone number and address provided by the Pilot. Notification by telephone must be accomplished by positive telephone contact with the Pilot 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 on which telephone contact was made or the recall letter was mailed. Notices sent to the last address of record shall be considered conclusive evidence of notice to that Pilot.

- A. Each Pilot accepting recall shall answer his recall notice no later than three (3) business days after receipt of such notice in e-mail with confirmed response, telephone, or by certified mail.
- B. A furloughed Pilot will not be allowed more than twenty one (21) calendar days after the date of recall notification to report to duty from furlough.
- C. The offer of recall shall be made in order of seniority status from the furloughed Pilots. The most senior Pilot is allowed one (1) bypass of the offer of recall. If the senior furloughed Pilot declines on the offer of recall it shall be made in descending order to the remaining furloughed Pilots with the understanding that the junior qualified Pilot shall be obligated to accept the offer. If the junior Pilot refuses the offer of recall, he shall forfeit all rights under this Article and the offer shall be made in ascending order to the remaining Pilots with the understanding that if the Pilot refuses recall he forfeits all rights under this Article.
- D. Seniority and recall rights shall terminate if a furloughed Pilot is not recalled within one (1) years from the commencement of his layoff.

### **Section 13.6**

The Employer and Union will abide by the provisions of USERRA and its interpretations in the case of a base closure or a reduction in force, which impacts a Pilot who is deployed to duty. The Employer's guideline(s) will be a reference for handling any Pilot's circumstances and the Employer and Union agree to seek further guidance from the U.S. Department of Labor, as necessary.

**ARTICLE 14**  
**Job Posting and Job Bidding**

**Section 14.1**

A Pilot may bid when a new job, temporary or permanent vacancy occurs, or when a new job or crew position is created. All vacancies will be posted on the Company Web Page within seven (7) calendar days after the vacancy occurs. The notice shall provide as much information as is available regarding the vacant position, including the job location and closing date for bid application. This Article does not allow a senior Pilot to bid a job that is already filled or to displace a junior Pilot from a job he is currently filling. The parties agree that a vacancy does not exist if the Customer changes aircraft type and requests that the assigned Pilots remain on the job.

- A. Vacancies resulting from LOA's will be considered temporary and will be posted and assigned as such. Pilots accepting such temporary positions will be subject to replacement by the returning LOA Pilot, at which time the displaced Pilot will be eligible to bid on any other job opening within the Company.
- B. If the Pilot on leave of absence does not return to the position within twelve (12) months the temporary position will convert to a permanent position. A Pilot who voluntarily bids on a temporary vacancy within the twelve (12) month period and is assigned to the temporary vacancy will be awarded the permanent position following the expiration of the twelve (12) months.
- C. If the Company and physician agree there is a reasonable expectation of a Pilot returning to work within ninety (90) days from a medical leave of absence, he will be allowed to bid on any open position and shall be awarded the job in accordance with Section 14.2.C. If such Pilot is awarded the job and is unable to return to duty within the allotted ninety (90) days, the vacancy will be reopened for bidding.

**Section 14.2**

Bidding procedures are as follows:

- A. When an open position occurs, the Company will post the position on the Company website. During the first fourteen (14) calendar days from the date of the initial posting, only Company Pilots will be considered for the position in accordance with 14.2.C of this Article. After the fourteen (14) day period, the Company may consider an outside candidate and make an offer of contingent employment, which if accepted, closes the position. In the event the candidate is not successful with the contingent requirements, the position will reopen and be available to all applicants, with priority given in all cases to Pilots on the Company seniority roster. Pilots who are on the seniority roster and lose their job through no fault of their own can bid on any open position as their seniority dictates.
- B. The Company will make the awards within seven (7) calendar days after the bidding has closed or the last hospital based customer interview, if required, is conducted. The most senior Pilot will have 48 hours to accept or decline the award. If the most senior Pilot declines the award it will be offered to the next Pilot in order of seniority. Pilots can decline only one (1) awarded position every two (2) years.

- C. The senior qualified Pilot, as defined in Section 14.2, Paragraph F of this Article that bids on the vacancy, who successfully completes the hospital based customer interview, if required, has 48 hours to either accept or decline the offer except for those positions covered in Section 14.4 of this Article.
- D. A Pilot responding to more than one (1) vacancy shall indicate his order of preference on the bid and shall be awarded his highest available preference.
- E. In the event that a Pilot voluntarily bids on and is awarded a new position, the Company reserves the right to require a Pilot to remain in that new position for a period of twelve (12) months; or eighteen (18) months if Company paid relocation or training costs are incurred.
- F. The term “senior qualified” as used in this Article means that a Pilot has been trained by the Company in the aircraft category and class, and meets the customer or Company requirements listed in the Job Posting and has the highest bidding seniority in accordance with Article 11.2(B). Such Pilot must hold the necessary Airman Certificate and endorsements, and holds or is able to obtain the appropriate Medical Certificate for the position. If there are no successful applicants within category and class, a Pilot who holds the necessary Airman Certificate and endorsements but has not been trained in category and class by the Company may apply for a cross-category position (e.g. airplane to helicopter).

### **Section 14.3**

A Pilot will be assigned and report to his new position within ninety (90) days of the position being awarded to him, unless the Company and Pilot agree otherwise in writing.

### **Section 14.4**

The following positions shall be posted at the base where they occur and not be subject to the bidding procedure described above; Lead Pilot, Senior Lead Pilot, Check Airman, and Training Captain. Such positions shall be filled at the sole discretion of the Company. The Company shall interview Pilots who have applied for the position(s) and all other applicants who have done likewise thereafter to determine their qualifications.

### **Section 14.5**

For the purposes of this Article, “awarded” shall be defined as being determined to be the successful bidder to fill a vacancy, “assigned” shall be defined as being transferred to the new base and commencing a work schedule.

## **ARTICLE 15** **Training**

### **Section 15.1 – Recurrent Training**

- A. In accordance with applicable Federal Aviation Regulations (FAR’s), the Company will develop and maintain a computerized training system whereby a Pilot can complete the assigned classroom portions of his required recurrent ground training at his normally

assigned work location. In addition and in accordance with Subpart G of FAR 135, the Company will utilize a system of written or oral examinations to accomplish the testing required where written or oral exams are required. The Company's Training Department will provide adequate computerized training materials, or resource materials provided electronically at the base that clearly detail the information upon which the Pilot will be tested for recurrent ground training. In no circumstances will the Pilot be tested on materials or information that is not reasonably available for the Pilot to study at his normally assigned base. The Pilot will be required to successfully complete recurrent ground training by the assigned completion deadline.

- B. The Company shall make available to all Pilots the equipment and personnel necessary to maintain the necessary qualifications and certifications to operate their assigned aircraft. It is incumbent upon the Pilot to ensure that he maintains his qualifications. If the Company determines that the Pilot does not possess the necessary qualifications or certifications to operate the aircraft he shall be removed from flight status without pay and shall remain off flight status until the necessary qualifications or certifications have been obtained, however such removal shall be with pay if the lapse of qualifications or certifications was due to circumstances beyond the Pilot's control. If, at the end of 30 days the Pilot remains unqualified or does not have his certification(s), his employment with Air Methods Corporation may be terminated, unless due to circumstances beyond the Pilot's control.
- C. The Training Department is responsible for scheduling training dates and locations. If a Pilot is unable to attend training during the scheduled training dates due to illness, injury, a reasonable unforeseen absence, or previously approved excused absence, the Pilot and the Training Department will agree to alternative dates to complete the training.

### **Section 15.2 – Upgrade/Transition/Special Training**

The Company will schedule such training consistent with customer service requirements and the availability of qualified training personnel. All scheduled training will be done in conjunction with business requirements and the availability of training personnel. However, if unable to do so, the Pilot will be paid in accordance with Section 15.5(A).

### **Section 15.3 – Training Failures**

It is recognized that not all Pilots reach the required level of proficiency in the same amount of time. Therefore, when it becomes apparent to the Company that a Pilot will require time in excess of that usually required to reach proficiency the Company Training Department will, in consultation with the Pilot, determine the cause of his inability to reach the required proficiency level and establish a plan for correcting the problem. The Company Training Department will reasonably determine the appropriate amount of additional training to correct any deficiencies and when to cease remedial training.

- A. A Pilot who fails any portion of training, written exam, oral exam or flight check will be removed from his work schedule, with pay, until he has been successfully retested by the Company. A Pilot who fails training, an oral exam, or flight check may request a change of instructor/check airman. The new instructor/check airman will be assigned by the Company. However, if a Pilot elects to request a change of instructor/check airman, the Pilot will be removed from revenue flying and the payroll, but permitted to use unused vacation until such time that the Pilot successfully completes re-training, an oral

exam or flight check. Such re-training or re-testing shall be conducted as soon as practical.

- B. In the event a Pilot fails a subsequent portion of training, written exam, oral exam, or flight check the Company will make a determination as to his/her continued employment. If the Company determines that retraining is inappropriate the Company reserves the right to terminate said Pilot.
- C. If a Pilot is unable to successfully complete upgrade or transition training, the Pilot will be allowed to return to his previous position, if that position still exists, and he successfully performs a check ride in his previously assigned aircraft. If the Pilot's previous position has been filled or no longer exists, the Pilot will be offered the opportunity to apply for any position for which he is currently qualified to perform on the Company website.
- D. A Pilot who fails any portion of his new hire training will be subject to termination by the Company.

#### **Section 15.4 – Travel and Accommodations**

- A. In the event a Pilot is based away from home during a special assignment or at the direction of the Company, the Company shall in all cases provide single hotel room accommodations to each Pilot, excluding FEMA response.
- B. All travel expenses shall be paid by the Company. All travel will be performed in accordance with Company travel policy and in accordance with applicable IRS rules.

#### **Section 15.5 – Training Pay and Per Diem**

- A. All required training performed on a Pilot's off duty day will be paid for a minimum of eight (8) hours at the overtime rate of time and one-half of the Pilot's base rate, and will be paid at that rate for all actual time spent in that training, as defined in Appendix A, Section 9.
- B. All Pilots shall be paid per diem when applicable, at the assigned rate in accordance with IRS rules.

#### **Section 15.6**

During training, qualified personnel may fly a revenue producing flight(s) with the trainee accompanying him, and such flight(s) will not be considered a violation of the Agreement. The term "qualified personnel" is not restricted to members of the class and craft of Flight Deck Crew Members and may include qualified Management personnel. The Company shall comply with Articles 16 and 17 when exercising its rights under this section.

### **ARTICLE 16** **Schedules of Service**

#### **Section 16.1**

Pilots at each base shall determine the appropriate schedules of service consistent with Company requirements and subject to manager approval. A normal schedule shift shall not

exceed twelve (12) hours. This section will not relieve any Pilot from accepting any flight that may extend the shift beyond the scheduled twelve (12) hours as long as the flight can be conducted in accordance with the applicable FAR's and Company duty time policies.

### **Section 16.2**

The parties to this Agreement will maintain schedules of service which provide for one (1) day off for each day scheduled.

Example: 7 days on - 7 days off

### **Section 16.3**

Other work schedules will be discussed between the parties. However, both parties recognize schedules of service will meet customer requirements.

### **Section 16.4**

The schedule in Section 16.2 of this Article shall be considered standard. Any other schedules shall be considered non-standard. Non-standard schedules shall be filled on a voluntary basis. Vacancies in a standard schedule resulting from temporary Pilot absences caused by illness, injury, vacation, holidays, training or leaves of absences shall not be considered a non-standard schedule.

### **Section 16.5**

Pilots shall be allowed to trade or swap standard schedules provided it is approved by the appropriate Manager. Under no circumstance shall a trade or swap result in a workover shift for either Pilot.

### **Section 16.6 – Customer Requested Work Schedules**

In the event a customer or prospective customer requires the Company to operate on a non-standard schedule, other than one (1) day schedule for each day off, the parties shall meet to agree upon an applicable rate of pay. In the event the parties are unable to reach agreement, the Company shall not assume the work in question.

### **Section 16.7**

To facilitate customer and Company needs the oncoming Pilot will be duty-ready, as defined in Appendix A, Section 9, at the beginning of his scheduled shift.

## **ARTICLE 17** **Workover**

### **Section 17.1 – Workover Assignment Procedure**

The Union recognizes the importance of the Company's ability to provide 24/7 coverage to remain competitive in the marketplace and will use their best efforts to achieve this.

Before offering workover shift(s) to Pilots at a particular base, the Company reserves the right to utilize Relief or Part-time Pilots. If no Relief Pilots or Part-time Pilots are available, workover shift(s) shall be offered as follows:

1. The workover shift(s) will be offered to the Pilots at the base where it occurs. If more than one (1) Pilot volunteers for the workover shift(s) it will be offered to the senior Pilot first and rotated thereafter among the other volunteers, at that base, in the descending order of seniority. Pilots must cover workover at their base of assignment before being eligible for workover at other bases.
2. In the event there are insufficient Pilots stationed at the base where the workover shift(s) occurs the Company will solicit volunteers from bases that are local in nature, as defined in Appendix A, Section 9, to fill the workover shifts, using the same method described above.
3. In the event there are no volunteers from bases local in nature, as defined in Appendix A, Section 9, the Company may use Pilots from other bases who have volunteered to work additional shifts.
  - a) Pilots who would like to be contacted for such assignments will be required to post their name on a list maintained on the Company Web Site.
  - b) The Pilot who volunteers for the largest number of consecutive shifts shall be awarded the assignment.
4. The Company reserves the right to limit Pilots to twenty-one (21) shifts per calendar month, and the number of shifts shall also be limited by applicable FAR's. This provision is designed to assure an equitable distribution amongst the applicable Pilots.
5. If the previous options do not provide a solution to the vacancy, the Company may utilize qualified management personnel to fill these open shifts.

Examples:

A pilot who wants to sign up for workover. The pilot will first check for open shifts at his primary base. If there are open shifts at his assigned base the expectation is that the pilot will fill those open shifts first.

If there are no open shifts at the pilot's primary base the pilot may sign up for workover at other bases that are local in nature.

Aviation Manager's approval is required before a pilot may sign up for workover that is not local in nature.

In the event a pilot, who followed the examples above, has signed up for workover at a base other than his primary base, the pilot will not be required to forfeit that workover should openings at his primary assigned base become available.

### **Section 17.2 – Workover Shift/ Pay**

Pilots shall receive one-and-one-half times (1-1/2 X) their normal daily rate, excluding supplemental pay and ACCRA. A workover shift/pay is defined as being scheduled for and reporting for work on a regularly scheduled day off that was not the result of a trade or swap.

### **Section 17.3 – Overtime**

All work or activities performed at the request of the Company (i.e. meetings, training, flights) between 12 and 14 hours will be paid at the Base Hourly Rate as defined in Appendix A, Section 9. All work performed in excess of fourteen (14) hours in a work shift shall be paid at the Overtime Hourly Rate as defined in Appendix A, Section 9. Such payment shall be based on the actual time the Pilot logs out of the Company's electronic tracking system, rounded to the nearest quarter hour.

### **Section 17.4 – Company Meeting Pay**

Pilots who are required by the Company to attend meetings on their scheduled day off shall be compensated at the overtime hourly rate as defined in Appendix A, Section 9. Pilots shall be paid a minimum of two (2) hours for attending such meetings.

## **ARTICLE 18** **Pilot Status**

### **Section 18.1**

A newly employed Pilot shall be on a 180 calendar day probationary status during which time such a person may be discharged by the Company without recourse. After accumulating 180 calendar days, such employee shall be considered a non-probationary employee and his/her hire date shall revert back to the most recent date of hire.

### **Section 18.2**

A newly employed Pilot shall be entitled to all the rights and benefits as any other Pilot of the terms of this Agreement, except that the Company shall retain the right to discharge a probationary Pilot at any time within their probationary period, without recourse to the grievance procedure and/or System Board of Adjustment.

### **Section 18.3**

Once a month, the Company will provide the local Union office with a list of Pilots who have been hired, terminated, resigned, transferred or promoted to a management position, and/or on a military leave of absence during the prior quarter. This listing shall include the home address and phone number of said Pilots.

### **Section 18.4**

A Union representative, if available, will be introduced to a new Pilot once they are assigned to a base for the purposes of explaining the obligations and benefits of this Agreement.

**Section 18.5**

For operational and safety reasons, all Crew Members currently covered by this Agreement, shall maintain a weight not to exceed 250 pounds as a condition of employment. Official weight will be as listed on his or her current FAA Medical Certificate.

This Section 18.5 shall apply to any Crew Member who becomes covered by this Agreement after August 5, 2018. This Section 18.5 shall not apply to any Crew Member currently covered by this Agreement on or before August 5, 2018.

**Section 18.6**

For operational and safety reasons, no Pilot who becomes covered by this Agreement after August 5, 2018 shall serve as pilot under the Company's 135 certificate after that person has reached his or her 70th birthday.

This Section 18.6 shall apply to any Pilot who becomes covered by this Agreement after August 5, 2018. This Section 18.6 shall not apply to any Pilot currently covered by this Agreement on or before August 5, 2018.

**ARTICLE 19**  
**Pilot Classification**

**Section 19.1**

A full-time Pilot is a Pilot who is assigned to a regular work schedule, per Article 16, at a specific base or program.

**Section 19.2**

Regional Relief Pilots: Pilots who do not hold a regular work schedule and fill vacancies at any base as directed by the Company in a particular geographic region.

Regional Relief Pilots shall have an ACCRA rating based upon an average of the bases within the assigned region.

For the purposes of travel and mileage calculations for the Regional Relief Pilot(s), the Company shall determine a primary location within the region as the start point. Travel within 50 miles (100 miles round trip) of that primary location start point shall be considered local in nature, will not require an overnight stay and the Pilot shall not be eligible for compensation, per diem or mileage reimbursement. When a Regional Relief Pilot is required to travel the day before or the day after his assignment or more than 50 miles one-way from the primary location start point of his assigned region to his shift assignment the Pilot shall be compensated at the base hourly rate, as defined in Appendix A, Section 9, for actual hours spent in travel and is eligible for per diem or mileage reimbursement, if applicable.

Relief Pilots shall receive workover shift pay, as defined in Appendix A, Section 9, after completing 2,190 hours of work, specifically limited to regular pay hours, recorded sick time, and recorded vacation time, in a calendar year. No other category of pay shall accrue towards the requisite 2,190 hours of work.

Example: The Relief pilot uses 60 hrs of annual vacation (5 days) and 60 hrs of Sick Leave (5 days) he then needs to work 2,070 hours pursuant to Section 19.2 before becoming eligible for Overtime. If the Relief Pilot works all 2,190 hours any vacation cashed out will not be at an overtime rate.

### **Section 19.3**

A Part Time/Per Diem Pilot is a Pilot who is offered work consistent with the Company's Customer Service or operational requirements. Such Pilots shall not have a regular work schedule, nor be eligible to participate in Company benefit programs as defined elsewhere in this Contract, unless provided for under either State or Federal statute, to include the Severance pay provision, nor shall they have any job bidding rights. Such Pilots shall be paid on a per diem basis in accordance with the published pay scale. Such Pilots shall have no rights under the Grievance and System Board of Adjustment procedures until having completed ninety (90) work schedules. Any Part Time/Per Diem Pilot who works twelve (12) or more work schedules per month for three (3) consecutive months shall become full-time. At no time shall the total number of Part Time/Per Diem Pilots exceed four percent (4%) of the full time Pilot staff.

### **Section 19.4**

The Company shall not use Part Time/Per Diem Pilots to avoid filling Full Time Pilot positions.

## **ARTICLE 20** **Fees and Physical Examinations**

### **Section 20.1**

It shall be the responsibility of each Pilot to maintain an appropriate and current FAA medical certificate. The Pilot shall make every reasonable effort to obtain and provide his current certificate to the Company by the 20th of the month in which it is due. If for reasons beyond the Pilot's control, the Pilot is unable to provide the Company with a copy of his current FAA medical certificate by the 20th of the month in which it is due, the Pilot will coordinate with the training department/flight records specialist to communicate the delay. Under all circumstances it shall be the Pilots' responsibility to provide the training department/flight records specialist with their current FAA medical certificate no later than the last business day of the month in which the medical certificate is due. In the event the FAA delays issuing the medical certificate beyond the due date the pilot will be placed on personal LOA in accordance with 20.5 until such time the certificate becomes available.

### **Section 20.2**

It shall be the responsibility of each Pilot to maintain the appropriate FAA Pilot certificate(s) required for his duty position. The Pilot shall provide the most current certificate(s) to the Company, and immediately report any changes that affect the validity of those certificates.

### **Section 20.3**

It shall be the responsibility of each Pilot to arrange his required medical examinations by a qualified Aero Medical Examiner of the Pilot's choice, as required by the Federal Aviation Regulations. Medical Examinations, physical exams and/or tests will be scheduled while the Pilot is off duty. The Company will reimburse a Pilot for the basic cost of a Class II FAA medical

examination. Any additional physical exams and/or tests required by the Company or a customer beyond those required as provided for in Section 20.4 of this Article, shall be paid for by the Company. Additional physical exams and/or tests required by the FAA shall be paid for by the Pilot. If the pilot is working with a Special Issuance Medical Certificate he must start the examination process with his AME at least three months prior to the expiration date of the certificate.

#### **Section 20.4**

When the Company believes that there are grounds to question a Pilot's physical or mental condition to remain on flight status, the Company may require that such Pilot be examined by Aviation Medical Advisory Service / Virtual Flight Surgeons, Aurora Colorado.

The Company shall pay for this medical examination or tests required by the Company pursuant to this Article. The Pilot agrees to sign a medical release to allow a copy of the results to be given to the Company and the Pilot shall also be provided a copy of this report. A Pilot who fails to pass such an examination may have a review of the case. Such review will be conducted by the Medical Certification Branch of the FAA. The Pilot may, at his expense, have a second medical examination by an AME conducted and submitted along with the Company's medical examination to this Branch of the FAA. During the review process the Pilots may apply for short term disability or a personal leave of absence.

### **ARTICLE 21** **Moving Expense**

#### **Section 21.1**

The Company shall provide a paid move to Pilots whom are required to move as a result of being assigned to a base other than where the Pilot has established his residence, provided that the Pilot moves within a fifty (50) mile radius of his new base and the new base is at least fifty (50) miles away from the previously assigned base. All moving expense will be governed by IRS Publication 521.

#### **Section 21.2**

In order to receive a Company paid move, Pilots must complete such move within six (6) months from the date of the new assignment and shall be entitled to the following reimbursement upon presentation of reasonable documentation:

- A. Actual moving expenses, including insurance and normal packing charges, for normal household effects, up to a maximum of \$3500.00.

#### **Section 21.3**

Pilots shall be allowed the following en route expenses when properly substantiated by receipts during the period of en-route travel:

- A. For Pilot only - \$36.00/day
- B. For Pilot and family - \$72.00/day

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 21.4**

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 five (5) travel days when driving a vehicle. The Pilot is expected to move during his days off and be prepared to work on his regular work shift. The actual miles from Google Maps' fastest route will determine travel time.

#### **Section 21.5**

In addition to moving expenses, such Pilot will be reimbursed at the IRS relocation rate for one vehicle driven to the new location.

#### **Section 21.6**

To be eligible to obtain reimbursement from the Company, a Pilot must meet the requirements of Section 21.1 of this Article and have completed his probationary period.

### **ARTICLE 22** **Travel Pay**

#### **Section 22.1**

Mileage shall be paid to the Pilot at the applicable rate established by the Internal Revenue Service under the following circumstances:

- A. Use of a personal vehicle when requested by the Company to relocate to another base or location other than a Pilot's assigned base for purposes of assignment on a temporary basis. The mileage will be calculated based on the actual miles from Google Maps fastest route plus any miles for the pilot to get the necessary equipment for the assignment will be used for mileage reimbursement.
  
- C. Pilots shall not be required to use their personal vehicles when distances between the Pilots' home to the temporary assigned base are in excess of one hundred (100) miles round trip.

#### **Section 22.2**

Pilots shall be paid at their regular rate of pay for travel on a scheduled duty day. In the event a Pilot travels on an off work day, such Pilot will be compensated at the applicable workover rate.

#### **Section 22.3**

When transportation or lodging are not provided by the Company, reasonable and actual expenses will be allowed. Within five (5) calendar days after returning to his home base or at the close of each week in the event the Pilot is away for a period longer than one (1) week, the

Pilot shall submit expense receipts for payment. The per diem shall be consistent with Company policy.

**ARTICLE 23**  
**Leaves of Absence**

**Section 23.1**

A Leave of Absence (LOA) is intended to account for a reasonable period of time that a Pilot may be required to be absent from the job for reasons other than vacation or paid bereavement leave. A LOA may fall into one of the following categories:

- A. Personal Leave of Absence (PLOA) is an unpaid leave that may be granted to a Pilot for personal matters pursuant to the Personal Leave policy set forth in the Employee Handbook on August 5, 2018. The PLOA available under this Section shall not be modified without Union consent.
- B. Military LOA – Military leaves of absence and reemployment rights upon return from such leave shall be granted in accordance with applicable laws. All orders for military duty, including National Guard and Reserve duty, shall be provided to the Human Resources Department in accordance with applicable laws.

- C. State / Federal Leave of Absence (SLOA)

Leaves will be granted in accordance with all state and federal laws.

- D. Disability Leave of Absence (DLOA)

A Pilot due to a serious non-occupational health condition, under the care and treatment of a qualified physician who does not return to work during the twelve (12) week period provided for under the Company's short term disability benefit, shall be granted an additional unpaid medical leave for the duration of the illness or injury, up to a maximum of three (3) years from date of disability.

A Pilot on medical leave who is under the care and treatment of a physician, and who is seeking the issuance of an FAA medical certificate to return to duty, shall be placed on unpaid medical leave and shall have their base rights protected for up to 12 months and their job position rights protected for up to an additional 24 months. If the medical LOA extends past one year the pilot will be given first choice of open positions within 30 days of return and thereafter first choice for openings at this home base.

Pilots who are unable to work as a result of a non-job related illness or injury shall be placed on Medical LOA. Such Pilot shall retain insurance coverage for a period of six (6) months. During this period the Company shall continue to provide employer paid disability, life and accidental death and dismemberment insurance coverage at no cost to the Pilot. The Pilot's portion of medical, dental, and vision premiums will continue to be the responsibility of the Pilot. If a Pilot who is on Medical LOA is not receiving compensation from Air Methods or if the compensation received does not fully cover the Pilot's portion of the medical, dental, and vision premiums, the Pilot will be required to remit their portion of said premiums, on a monthly basis, no later than the fifteenth day of the month following commencement of Medical LOA. Failure to provide

payment by the fifteenth of the month following the commencement of Medical LOA will result in the termination of medical, dental, and vision benefits and the initiation of offering medical insurance under COBRA. Once the applicable time period has been exhausted, the Pilot will be eligible for medical insurance under COBRA.

E. Union Leave of Absence (ULOA)

A Pilot who accepts a temporary position with the Union (up to one (1) month) will be permitted to return to his original position upon release from such temporary assignment. At no time will the Company authorize the release of more than two (2) Pilots under this provision.

1. When requested by the Union, one (1) Pilot who is elected or appointed to a full-time position with the Union shall be granted an indefinite leave of absence. A Pilot leaving full-time service of the Union, for any reason, must return to duty within thirty (30) days or be terminated. Such Pilot upon returning to work with the Company will be entitled to return to his previous position at his last assigned base or apply for any open position for which the Pilot is qualified.
2. By mutual agreement, the Company may grant up to three (3) Pilots an unpaid leave of absence for a one (1) week period of time so that Pilots selected by the Union may perform work for the Union, such as attendance at Union conventions and conferences.
3. The Union shall reimburse the Company for compensating the Pilot for all time spent on a ULOA.

**Section 23.2**

A Pilot who wishes to apply for a Leave of Absence must submit his request to the appropriate Leave of Absence administrator. It is the Pilot's responsibility to keep the Leave of Absence administrator informed of any changes in his contact information for the duration of the approved leave.

**Section 23.4**

Prior to returning to duty from medical leave, a Pilot may be required to present a physician's certification to the Company verifying that he is medically fit to perform all Pilot duties and may be required to present a new FAA Medical Certificate as required for the Pilot's position. The Company shall reimburse the Pilot for the cost of any FAA medical exam required under this Section.

**Section 23.5**

In the event of a reduction in force, a Pilot on a leave of absence who would otherwise be furloughed will have his leave of absence cancelled. The Pilot will be notified that his rights under this Article have been changed to those of a furloughed Pilot.

### **Section 23.6**

Within 72 hours of being released to return to work the Pilot is required to provide notice and documentation of such release. Any Pilot returning from a leave of absence who requires training prior to return to flying will be scheduled for required training prior to return to flight duty not to exceed three (3) weeks. Pay shall resume when the Pilot commences training.

### **Section 23.7**

All leaves of absence shall specify the date on which the Pilot will return to duty unless mutually agreed otherwise or by operation of law.

### **Section 23.8**

All leaves of absence shall be without pay unless otherwise specified in this Agreement or required by statute.

### **Section 23.9**

Failure of any Pilot to return to active status at the end of any leave of absence shall be deemed a voluntary resignation and his name will be removed from the seniority list.

### **Section 23.10**

Any Pilot on a leave of absence who performs work for another employer or enters into a business of his own without first obtaining written permission from the Company will be terminated and will forfeit his seniority rights.

### **Section 23.11**

During any approved leave of absence, a Pilot will retain and accrue Company and Bidding Seniority.

## **ARTICLE 24** **On The Job Injury (OJI) Leave**

### **Section 24.1**

A Pilot is eligible for all state and federal workers compensation benefits with respect to injuries or illnesses arising out of and in the course of employment with the Company.

### **Section 24.2**

A Pilot must report the occurrence of an OJI in accordance with company policies.

### **Section 24.3**

All health, accident and life insurance benefits shall continue to be available to an injured Pilot on the same basis as an active employee.

#### **Section 24.4**

The Company may require an injured Pilot to submit to a physical examination in accordance with the provisions of Article 20.

#### **Section 24.5**

Prior to returning to duty from an OJI Leave, a Pilot shall be required to present a physician's statement to the Company verifying that he is medically fit to perform all Employee duties. In the event there is a dispute concerning the Employee's fitness for duty, the procedures of Article 20 shall be utilized to resolve the dispute. Upon return from an OJI Leave, a Pilot shall be returned to his former position if the position still exists, or to any other position where his seniority permits.

#### **Section 24.6**

All Pilots are entitled to a copy of any and all accident reports and any and all written or recorded statements made or taken with regard to an OJI within seventy-two (72) hours of a written request.

#### **Section 24.7**

All Pilots are entitled to a copy of any and all medical records, maintained by the Company at no cost, resulting from OJIs within five (5) days of a written request.

#### **Section 24.8**

Employee shall not be terminated or otherwise discharged from employment, except for cause, while recovering from OJI injuries.

#### **Section 24.9**

The Company may provide a Vocational Rehabilitation Counselor while recovering from an OJI consistent with State regulations.

### **ARTICLE 25** **Holidays**

#### **Section 25.1**

The Company recognizes the following holidays:

New Years Day; Presidents Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday After Thanksgiving; Christmas Day

#### **Section 25.2**

To be eligible for holiday pay a Pilot must work on the holiday.

**Section 25.3**

The Pilot will receive his Work Shift pay plus his Base Hourly Rate for each hour worked on the holiday. A Pilot working on a workover shift on a holiday will receive his Workover Shift pay plus his Base Hourly Rate for actual hours worked on the holiday. [Note: this language conforms to the definitions in Appendix A, Section 7. There is no intent to change the meaning of Section 25.3, or to change any existing practices in relation to Section 25.3].

**ARTICLE 26**  
**Sick Leave**

**Section 26.1**

Sick Leave is granted to a Pilot to provide him an opportunity to recover from a non-job related illness and/or injury.

**Section 26.2**

Each Pilot shall earn up to sixty (60) hours of sick leave each calendar year. Sick leave shall be earned at the rate of 2.3076 hours per pay period. Sick leave shall be earned on all hours worked on workover, vacation, sick leave used, holidays, jury duty, and bereavement leave. Unused sick leave shall be earned up to a maximum of one hundred twenty (120) hours.

**ARTICLE 27**  
**Vacations**

**Section 27.1**

All Pilots shall be eligible to receive vacation on the following schedule:

<u>Vacation Hours</u>	<u>Months of Service</u>	<u>Hourly Accrual Rate</u>
84 Hours/Year	0 thru 60	.0383562
126 Hours/Year	61 thru 120	.0575342
168 Hours/Year	121 thru 180	.0767123
210 Hours/Year	181 and above	.0958904

- Vacation accrual will be applied to the first 2190 hours worked in a calendar year.
- Vacation balance will continue to be reported on the bi-weekly pay stub.
- Maximum Vacation Balance: 264 hours.
- All pilots shall receive vacation based upon the above listed accrual rate.
- Any Pilot who, at the date of ratification of the 2006 Agreement, receives more vacation than the above schedule shall be grandfathered at their current vacation accrual rate.

**Section 27.2**

Vacation pay, when cashed out, shall be based upon the Pilot's current rate of pay.

### **Section 27.3**

When a Pilot reaches the maximum vacation accrual according to the above schedule they shall not accrue any further vacation allowance. Once reaching the maximum accrual the Pilot will be paid seventy two (72) hours of his accrued vacation.

### **Section 27.4**

At each Base location, Pilots will submit initial vacation requests by November 30 for desired vacations to be taken in the following year. The Company shall grant such requests in order of seniority, provided Pilots had or will have the requested time available on the books.

After the initial vacation schedule has been accomplished, Pilots may submit vacation requests for any desired week/days on a first come, first served basis. Vacations may be changed/swapped by mutual agreement of the Pilot and Company. When possible, vacation requests will be submitted to the immediate supervisor at least sixty (60) calendar days in advance of the requested time off. Vacation requests received at least sixty (60) calendar days in advance of the requested time off that do not reduce base staffing levels below 75% shall be granted. The Company reserves the right to decline any vacation request when such vacation request would reduce full staffing levels to below 75%. The Company shall grant vacation requests which will reduce staffing levels to below 75% provided sufficient voluntary work over from the base is assured and such allowances are consistent with all published regulatory and program rest requirements.

### **Section 27.5**

Vacation will only be earned based upon compensable hours, which include holiday, vacation, sick leave, jury duty, or bereavement leave.

### **Section 27.6**

Vacation pay may be cashed out based upon a quarterly schedule published by Payroll.

### **Section 27.7 – Cancellation of Vacation**

If a Pilot volunteers to cancel a scheduled vacation at the Company's request, he shall be reimbursed for all verifiable non-refundable expenses incurred. Such Pilot shall also have the following options:

1. Reschedule his vacation to any remaining available weeks/days in the same calendar year.
2. In lieu of the above option, the Pilot may choose to be paid the full value of his cancelled vacation period at the rate of one and one-half (1½) times his rate of pay. Payment for this vacation will be made by issuing a separate check to the Pilot within ten (10) days from election of this option.

**ARTICLE 28**  
**Health, Dental and Life/AD&D Insurance Benefits**

**Section 28.1**

For the term of this Agreement, the Company shall offer Pilots health, dental, vision, LTD, STD, life and AD&D insurance as described in the summary plan descriptions furnished to the Union. In the event that the Company elects to change carriers, or administrators, it will endeavor to provide benefits that are comparable benefit value to those currently provided. The parties recognize in an effort to contain health care costs, it may be necessary to modify benefit levels, prior to doing so the Company will meet with the Union to review the proposed changes and solicit suggestions. The plans offered to the Pilots shall be the same as offered to all other non-represented employees.

**Section 28.2**

The Company will extend its best efforts to assist Pilots in resolving any claim disputes which do arise under the above plans after the member has followed the claims appeals process of the respective carrier or administrator. No matter relating to a claims dispute which is not the direct result of negligence by the Company shall be submitted to the grievance and/or Systems Board of Adjustment provisions of this Agreement.

**Section 28.3**

A Pilot shall be eligible to participate in the group benefits set forth in the summary plan descriptions provided under Section 28.1. To be eligible for coverage in the above plans a Pilot must work or be paid consistent with the definitions in Article 19, Sections 19.1 through 19.4. Any Pilot who fails to meet the above definitions shall not have coverage in the following month.

**Section 28.4**

In November 2018, the Company will increase the monthly medical contributions set forth below for the 2019 Company Health Plans based on the annual increase in the Standard & Poor's Total Health Care year-over-year Indices Report. The Company shall contribute the increased amounts to Pilots who participate in 2019 Company Health Plans. The Company shall increase monthly medical contributions annually thereafter based on the corresponding annual increase in the Standard & Poor's Health Care year-over-year Indices Report. The monthly employee share of the Company Health Plans' premiums shall be the difference between the Company Health Plan Cost. Company Health Plan Cost shall be based on the actuarial cost projection for each plan, after consultation with the Union, on an annual basis.

Coverage Tier	Company Monthly Medical Contribution
Employee Only	\$383.00
Employee + Children	\$727.00
Employee + Spouse	\$806.00
Employee + Family	\$1,142.00

The Company shall provide the Monthly Dental Contributions set forth below for the Company Dental Plans for 2019 and 2020. The annual employee share of the Company Dental Plan premiums shall not increase in 2019 or 2020.

Coverage Tier	Company Monthly Dental Contribution
Employee Only	\$5.98
Employee + Spouse	\$12.21
Employee + Children	\$15.15
Employee + Family	\$24.82

**Section 28.5**

Pilots shall be covered at one and one-half (1 ½) times their total annual salary in Life Insurance and Accidental Death and Dismemberment Insurance under the provisions of the plan defined in the Company Benefit Plan.

**ARTICLE 29  
Company 401(k) Plan**

**Section 29.1 – Plan Modifications**

The Company reserves the right to amend from time to time the Plan to cover the eligible Pilots to conform to the applicable State and Federal statutes. Any amendments shall be furnished to the Pilots and Union. The Company shall pay all costs associated with the administration of the Plan.

**Section 29.2 – Enrollment**

Pilots shall be eligible to enroll in the 401(k) plan pursuant to the plan documents provided under Section 28.1.

**Section 29.3 – Vesting**

<u>Years</u>	<u>Percent of Vesting</u>
One year	33 1/3 percent
Two years	66 2/3 percent
Three years	100 percent

**Section 29.4 – Contribution**

For those Pilots who contribute to this Plan, the Company shall contribute seventy percent (70%) on the first eight percent (8%) contributed by the Pilot. The Company shall initiate a wire transfer for all Company and employee contributions into the respective employee’s 401(k) account on each Company payday.

**ARTICLE 30**  
**Jury Duty**

**Section 30.1**

The purpose of jury pay is to make the Pilots' pay whole while meeting their civic duty. Pilots who are required by proper court order or summoned to be absent from work in connection with jury duty will be paid the earnings he would have received for a regularly scheduled shift up to a maximum of seven (7) work schedules per calendar year.

**Section 30.2**

Jury pay is not applicable when a Pilot is on a leave of absence, vacation, or layoff.

**Section 30.3**

In the event a Pilot is released from Jury Duty on a duty day, he shall proceed to his base or assignment the following day commensurate with his crew reset requirements.

**Section 30.4**

Pilots under subpoena for reasons benefiting the Company will be compensated for all lost time provided the Pilot was scheduled to work.

**Section 30.5**

Vacation time may be used any time a Pilot is required by subpoena to appear in a matter not benefiting the Company.

**ARTICLE 31**  
**Bereavement Leave**

**Section 31.1**

The Company shall grant a bereavement leave for each individual for the death of a member of the Pilot's immediate family. Pilots on bereavement leave shall be paid for each duty day missed, up to a maximum of four (4) days or forty-eight (48) hours, whichever is less, per occurrence. Pilots may use accrued but unused Vacation beyond the four (4) days or forty-eight (48) hours bereavement leave. For the purposes of this Article, a Pilot's immediate family shall include his current spouse, in-laws, children, step-children, parents, grandparents, grandchildren, siblings and legal guardian.

**Section 31.2**

The Company shall grant bereavement leave for each individual for the death of a member of the Pilot's extended family of one (1) day or twenty-four (24) duty hours, whichever is less. A Pilot's extended family includes aunt, uncle, nephew and niece. Pilots may use accrued but unused Vacation beyond the one (1) day or twenty-four (24) duty hours bereavement leave.

**Section 31.3**

Funeral leave is not compensable when the Pilot is on scheduled days off, leave of absence, layoff, or suspension.

**ARTICLE 32**  
**Severance Pay**

**Section 32.1**

A Pilot who is laid off and is placed on furlough with the Company shall receive severance pay according to the schedule in Section 32.2 below. Except if one or more of the following conditions exist he shall receive no severance pay.

1. He refuses to accept a job or assignment within his category of Pilot with the Company;
2. He is dismissed for cause or resigns or retires.

**Section 32.2**

Severance pay will be paid within seven (7) days following the Pilot's furlough based on the following schedule:

<u>Full Years of Company Service</u>	<u>Calendar Weeks</u>
One (1) full year of service but less than four (4)	Two (2) weeks
Four (4) full years of service but less than eight (8)	Four (4) weeks
Eight (8) full years of service but less than twelve (12)	Six (6) weeks
Twelve (12) full years of service but less than fifteen (15)	Eight (8) weeks
Fifteen (15) full years of service or more	Ten (10) weeks

**Section 32.3**

The Company will attempt to give Pilot(s) two (2) weeks advance notice of a base closure or loss of contract.

**Section 32.4**

Medical and Dental insurance will continue through the last day of the month of the Pilots layoff or furlough. Thereafter, the Company will cover COBRA for one (1) month following the Pilot's layoff or furlough, provided the Pilot elects COBRA coverage.

**ARTICLE 33**  
**Union Bulletin Boards & Communications**

**Section 33.1**

The Company shall permit the Union to display an unlocked bulletin board at each base that is Company owned. The Union shall purchase the bulletin boards and shall be responsible for their installation. The bulletin boards shall only be placed in areas that have been agreed to by the Company in advance. The provision shall not be applicable if such bulletin boards are not permitted or authorized by a customer who owns the premises.

**Section 33.2**

The bulletin boards used by the Union and Pilots covered by this Agreement shall be for posting notices of Union social and recreational affairs, meetings and elections.

**Section 33.3**

General distributions, posted notices and official business will bear the seal or signature of an officer of the Union or a Pilot representative and will not contain anything defamatory, derogative, inflammatory, negative, or of a personal nature attacking the Company or its representatives.

**Section 33.4**

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.

**Section 33.5**

If no bulletin board is permissible, the Union may maintain an information book which shall remain in the Pilot's reference area or office.

**ARTICLE 34**  
**General and Miscellaneous**

**Section 34.1**

Any deviation from this Agreement shall be made by mutual consent between the Company and the Union. Such consent must be in writing and signed by both parties.

**Section 34.2**

All orders or notices to Pilots covered by this Agreement involving a transfer, promotion, demotion, layoff, or leave of absence shall be given in writing to such Pilot with a copy to the Union within ten (10) calendar days.

### **Section 34.3**

The pay period is currently fourteen (14) days (bi-weekly). If the Company wishes to change the pay period timing, it shall meet and discuss the change with the Union prior to implementation.

### **Section 34.4**

This Agreement prohibits a Pilot from engaging in any activities that are in competition with the Company and flying activities that interfere with their service to the Company. This provision shall not be construed to prohibit Pilots from affiliating with the Armed Forces of the United States or other additional employment providing the Pilot complies with the Company Policy on Outside Employment

### **Section 34.5**

The Company shall make a copy of the current contract available to all Pilots on the Company's intranet.

### **Section 34.6**

A Pilot's primary responsibility is to ensure the safe operation of the aircraft. A Pilot may also be required to assist in minor aircraft maintenance other than that specifically authorized; washing of aircraft, couriering of parts, or other non-flying duties. In no case shall a Pilot be required to operate a ground ambulance or perform facility repairs.

This provision does not restrict a Pilot from performing non-flying duties related to the promotion of the profession such as conducting educational classes, public relations presentations, or events of that nature.

### **Section 34.7**

If a Pilot's personal items are damaged due to an aircraft accident or other unusual circumstance beyond the Pilot's control, a claim may be submitted to the Company and paid consistent with its insurance policy. However, the Company reserves the right to require proof of loss and value of the item covered in the claim.

### **Section 34.8**

Any Pilot leaving the service of the Company shall, upon request to the Human Resource department, be provided with a letter setting forth the Company's record of his job title, stating his length of service and rate of pay at the date he left the Company.

### **Section 34.9**

Pilots 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, and which have been made available to the Pilots and Union.

### **Section 34.10**

To the extent the Company adopts a new rule or Policy, or materially amends, supplements or otherwise modifies any of the Company's current rules or Policies, the Company shall promptly provide a copy of such new rule, Policy or amendment, as applicable, to the Union after adoption thereof. The Company will also provide a marked version of any amended rules or Policies, which shall reflect any revisions thereto. Notwithstanding the foregoing, the Company need not provide the Union with a copy of any new Policy or amendment if the Pilots would not be subject to the terms thereof.

### **Section 34.11**

In the event the Company adopts an identification card or badge system, the Company shall provide the identification card or badge at no cost to the Pilot. However, if the Pilot loses the identification card or badge he/she will be obligated to replace it at the cost of \$10.00.

### **Section 34.12**

In the event that a Pilot reports or the Company discovers a Pilot has been overpaid or mistakenly been reimbursed expenses, the Company will be allowed to recover the overpayments or reimbursed expenses through payroll deductions or by other instruments that evidence indebtedness.

### **Section 34.13**

Each Pilot must comply with applicable OSHA and Company safety requirements associated with Personal Protective Equipment (PPE) in the performance of job duties. In addition, each Pilot must accept reasonable requests for flights and must comply with Company and/or Program specific guidelines for the transportation of patients or passengers with communicable diseases.

### **Section 34.14**

Each Pilot must secure and maintain the necessary information or credentials for State or Local licensing. The Company will reimburse any associated expenses incurred to meet the requirement of this section.

## **ARTICLE 35** **Equipment and Facilities**

### **Section 35.1**

The Company shall furnish each Pilot with the following:

1. A helmet if required.
2. An appropriate name tag, badge, embroidery, or other suitable means to identify each Pilot on their uniform.
3. A minimum of two suitable work uniforms (flight suits) deemed appropriate by the Company or Customer. Such uniforms shall be ordered on behalf of the Pilot by the

Company within thirty days of orientation or placement in a new program. Replacement uniforms shall be ordered within thirty days of a Pilot's request to the appropriate manager to replace a unserviceable uniform.

4. One jacket, suitable for the local climate as deemed by the Company or Customer. Such jacket shall be ordered on behalf of the Pilot by the Company within thirty days of orientation or placement in a new program. Replacement jackets shall be ordered within thirty days of a Pilot's request to the appropriate manager to replace a unserviceable jacket.
5. Up to two (2) department or Customer ball caps annually if provided by the department or Customer and requested by the Pilot.
6. The Company shall reimburse, upon proof of purchase, up to one hundred dollars (\$100.00) per year to each active Pilot on the payroll, for the purpose of purchasing Company or Customer required acceptable footwear.

### **Section 35.2**

The Company will endeavor to provide reasonably quiet quarters with a rest facility for duty Pilots only.

### **Section 35.3**

At each base the Company will provide internet access for appropriate weather source and/or required Company information. An area shall be designated for the completion of Company paperwork.

### **Section 35.4**

Pilots who are required to spend the night away from their assigned base location shall be provided with single room hotel accommodations.

### **Section 35.5**

The Company shall provide a DVD player, and television in an area accessible by the Pilot, if not already provided by the department or Customer. Where standard broadcast signal is not available, the Company will provide basic cable or satellite. The parties agree that at no time is it permissible for "R-18" (MA) material to be viewed on Company provided equipment and this would be considered a violation of the Company Productive Work Environment policy and Article 36 of the Agreement.

## **ARTICLE 36** **Productive Work Environment Policy**

### **Section 36.1**

It is agreed that the Company, as a responsible corporate citizen, is committed to maintaining a hospitable, cooperative work environment that promotes professionalism, common courtesy and mutual respect among all levels of employees, supervisors, managers, and executives. To advance that commitment, the Company has adopted and will communicate to employees the

productive work environment policy that strictly prohibits sexual and workplace harassment on the basis of race, color, creed, gender, religion, national origin, age, sexual orientation or disability or any other status protected by either Federal or State statute. This policy shall not be amended during the term of this Agreement unless required by law.

**Section 36.2**

The Union agrees to support the provisions of the Air Methods corporate productive work environment policy. Each Pilot will be required to read, understand and sign an acknowledgment of this policy, which will be placed in his personnel file.

**ARTICLE 37**  
**Savings Clause**

**Section 37.1**

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 37.2**

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 38**  
**Duration**

This Agreement shall be effective upon notice of ratification through August 5, 2022 and shall automatically renew itself from year to year thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act by either party at least sixty (60) days prior to the amendable date or any anniversary thereof.

## APPENDIX A

### **Appendix A, Section 1 – Base Pay Schedule**

Within forty-five days of ratification, each Pilot, then employed by the Company, shall receive a check in the amount equivalent to 3.25% back pay for 2017 and an additional 3.25% back pay for work performed between January 1, 2018 and the ratification date.

On the date of ratification, each Pilot, then employed by the Company, shall have his/her current base rate of pay shall be increased by six and six tenths percent (6.6%). On the first anniversary of the date of ratification in 2019, each Pilot's then current base rate of pay shall be increased three and one quarter percent (3.25%). On the second anniversary of the date of ratification in 2020, each Pilot's then current base rate of pay shall be increased three and one quarter percent (3.25%). On the third anniversary of the date of ratification in 2021, each Pilot's then current base rate of pay shall be increased three and one quarter percent (3.25%).

For any Pilot enrolled in the Company sponsored 401(k) plan prior to or on the date of ratification, the Company shall contribute five hundred dollars (\$500.00) to each Pilot's Company sponsored 401(k) account. This contribution shall occur as soon as administratively possible following ratification.

Co-Pilots shall be paid a rate equal to 75% of the above Base Pay Schedule.

### **Appendix A, Section 2 – Methodology for Determining Where a Pilot Initially Fits in the Scale**

The Company reserves the right, based on previous experience of a Pilot(s), to place them at a starting salary between \$67,016 and \$73,808. Thereafter, the Pilot's base pay annually shall be advanced pursuant to Appendix A, Section 1. Any disputes relative to that placement shall not be subject to the grievance and/or Systems Board of Adjustment provision located elsewhere in this Agreement. Such placement on the scale will be made utilizing written documentation of active years in aircraft aviation experience. The Company reserves the right to determine the adequacy of the documentation.

### **Appendix A, Section 3 – Base Assignment**

The Pilot shall be paid based upon the applicable schedule for the base to which he/she is assigned or relocated.

### **Appendix A, Section 4 – ACCRA Geographic Differential Pay**

Effective with the date of ratification of the above schedule the Company shall determine the ACCRA impact for each current base and any base opening after August 5, 2018 using the most recent available quarterly ACCRA data when a Tentative Agreement is reached between the parties. Adjustments to the ACCRA impact for any base shall be limited to no more than ten percent (10%) and in no case shall decrease. The above schedule shall be considered 100% under the ACCRA system and all current bases shall be adjusted according to their respective ACCRA rating as per the table below. If no ACCRA data is available for a current or new base location, the Company shall utilize the Sperling's rating service to determine the Pay scale adjustment rating. If no Sperling data is available, the five (5) nearest reporting cities to that base may be used to derive an ACCRA average provided that there are five (5) locations in

close proximity of that base. Close proximity shall be considered within 75 miles. The Company reserves the right to develop recruitment and/or retention systems which will be paid above the schedule. Such schedules or systems will be paid to all Pilots at the base in question. In the event the Pilot voluntarily leaves his/her original base their pay will be based on their actual date of hire for purposes of step increases. The ACCRA impact rating effective at the execution of this agreement shall remain unchanged for the duration of the Contract. The ACCRA rating shall not be applicable for workover pay.

The ACCRA pay differential adjustments used by the Company as of August 5, 2018 shall remain in effect for the duration of this Agreement.

Pilots hired or reassigned after the ratification of this Agreement will be paid at the ACCRA index, as discussed above. All ACCRA payments will be identified on a Pilot's pay stub.

<u>Location ACCRA rating</u>	<u>Pay scale adjustment</u>
0 – 105%	100%
105.1 – 115%	110%
115.1 – 125%	120%
125.1 – 135%	130%
135.1 – 150%	140%
Greater than 150%	160%

**Appendix A, Section 5 – Initial Training**

During initial training Pilots shall be paid at the starting rate commensurate with the assigned base.

**Appendix A, Section 6 – Supplemental Pay**

Effective on the date of ratification, Pilots performing duties in the following positions shall receive the indicated annual supplemental pay (divided by 26 and paid through the normally occurring pay period cycle). Pilots who receive supplemental pay shall not receive any additional compensation (workover) for performing those duties associated with that position on an off work day.

- A. Lead Pilot \$4,500 annually
- B. Senior Lead Pilot \$4,500 annually
- C. Check Airmen \$3,000 annually
- D. Training Captain \$2,500 annually
- E. Current and Qualified IFR Pilots \$2,400 annually
- F. ATP \$ 600 annually

Pilots who receive supplemental pay shall not receive any additional compensation, such as premium pays, overtime, or workover, for performing those duties associated with that position on an off work day.

## **Appendix A, Section 7 – Definitions**

**Work Shift:** The Pilot's salary is based upon 182 ½ work shifts per year. A "work shift" is defined as a minimum of 12 and up to a fourteen (14) hours of duration. A "work shift" does not include training, meetings and travel to or from training or meetings on an off work day.

**Base Pay:** A Pilot's annual rate of pay as identified in Appendix A, Section 1 and not including Supplemental Pay, ACCRA Geographical Differential Pay, Overtime Pay, Workover Shift Pay or any other additional compensation.

**Base Hourly Rate:** A Pilot's base hourly rate shall be calculated by dividing his base pay as identified in Appendix A, Section 1, by 2190 hours.

**Workover Shift Pay:** Is defined as one and one half (1 ½) times a Pilot's base hourly rate times twelve (12) hours. Workover Pay does not include supplemental pay and ACCRA.

**Overtime Hourly Rate:** Is defined as the Base Hourly Rate (defined in Appendix A) times one and one half.

**Workover Shift:** Is defined as being scheduled for and reporting for a potential revenue producing shift on a regularly scheduled day off that was not the result of a trade or swap.

**Duty Ready:** To facilitate customer and Company needs the oncoming Pilot will be duty ready at the beginning of their scheduled shift. Duty ready is defined as being available to initiate and conduct revenue or non-revenue flights. The expectation is that a Pilot will accomplish all required Federal Aviation Regulation and General Operations Manual actions within the time period that precedes their duty shift.

**Local In Nature:** Is defined as within a fifty (50) mile radius of the primary location.

**FEMA (Short Notice) Disaster Response Pay:** A Pilot who volunteers for disaster response must commit to a seven (7) day rotation, which includes travel time on either end of the duty period. A Pilot will be paid their hourly rate of pay commencing two hours before their scheduled commercial departure time, or for those who travel to the disaster site by car\* or in a Company aircraft, commencing at the start of their travel. Travel time is compensated but will not be counted toward hours worked (unless the Pilot is flying the aircraft to the disaster site). Travel time will be the actual time of the trip and should not include any time zone adjustments.

A Pilot on flight status will be paid the workover hourly rate for hours worked while on shift. A Pilot off flight status will be paid at the normal hourly rate of pay (which excludes supplemental pay) for the hours spent off shift.

When a Pilot is released by management from the disaster work site, they will be paid their normal rate (excluding supplemental pay) of pay until the first available flight lands at the home destination plus two (2) hours\*.

\*If an employee drives to and from the disaster area, travel time should be reported and verification from Google Maps should be provided with the timesheet documenting the estimated travel time.

A Pilot must log all travel time and work shifts while on disaster relief and provide a copy of their original work schedule (prior to disaster duty) to payroll. A Pilot will not be paid for any missed shifts that they gave up due to covering in a disaster.

## APPENDIX B

Location Code	Description	State	ACCRA	Formula
AKSOL1	AK Soldotna 0099	AK	123.0%	120%
AKWAS1	AK Wasilla 0099	AK	120.6%	120%
ALBIR1	AL Birmingham 0103	AL	86.2%	100%
ALCUS1	AL Cusseta 6303	AL	83.3%	100%
ALGRN1	AL Greenville 6308	AL	79.1%	100%
ALMER1	AL Meridianville 6301	AL	93.6%	100%
ALRNB1	AL Rainbow City 6305	AL	87.5%	100%
ALSEM1	AL Semmes 6309	AL	85.9%	100%
ALSYL1	AL Sylacauga 6306	AL	78.2%	100%
ARHSP1	AR Hot Springs 8301	AR	86.5%	100%
ARLRK1	AR Little Rock	AR	88.4%	100%
ARPNB1	AR Pine Bluff 8302	AR	71.1%	100%
ARRGR1	AR Rogers 5309	AR	93.4%	100%
ARTEX1	AR Texarkana 0004	AR	83.7%	100%
AZBUL1	AZ Bullhead City 5227	AZ	88.5%	100%
AZCTW1	AZ Cottonwood 0025	AZ	98.3%	100%
AZFLS1	AZ Flagstaff 0025	AZ	124.2%	120%
AZFLC1	AZ Florence 5202	AZ	92.6%	100%
AZFMO1	AZ Fort Mohave 5228	AZ	93.0%	100%
AZGLB3	AZ Gila Bend 5236	AZ	83.6%	100%
AZGIL1	AZ Gilbert 5215	AZ	114.3%	110%
AZGLB2	AZ Globe 5219	AZ	86.8%	100%
AZKEA1	AZ Kearny 5213	AZ	80.6%	100%
AZKNG1	AZ Kingman 0025	AZ	86.6%	100%
AZKNG2	AZ Kingman 5229	AZ	86.6%	100%
AZLHC1	AZ Lake Havasu City 5214	AZ	96.8%	100%
AZMAR1	AZ Marana 5203	AZ	98.5%	110%
AZPAR1	AZ Parker 5217	AZ	97.5%	100%
AZPAR2	AZ Parker RW 5230	AZ	97.5%	100%
AZPAY1	AZ Payson 5218	AZ	101.3%	100%
AZPOL1	AZ Polacca 0025	AZ	81.6%	100%
AZPRS1	AZ Prescott 5221	AZ	112.9%	110%
AZPRV1	AZ Prescott Valley 5222	AZ	101.4%	100%
AZQTZ1	AZ Quartzsite 5232	AZ	82.2%	100%
AZRIO1	AZ Rio Rico 5205	AZ	86.8%	100%
AZSAF1	AZ Safford 5204	AZ	88.1%	100%
AZSHL1	AZ Show Low 0029	AZ	98.6%	100%
AZSHL2	AZ Show Low 5223	AZ	98.6%	100%
AZSPV1	AZ Springerville 5225	AZ	85.2%	100%
AZSCW1	AZ Sun City West 5226	AZ	102.6%	100%
AZTBC1	AZ Tuba City 0025	AZ	83.5%	100%
AZWIL1	AZ Willcox 5208	AZ	78.9%	100%
AZWIN1	AZ Winslow 0025	AZ	82.5%	100%
AZYUM3	AZ Yuma FW 5235	AZ	95.2%	100%
AZYUM1	AZ Yuma RW 5233	AZ	95.2%	100%
CAADN1	CA Adin 5056	CA	102.8%	140%
CABKF1	CA Bakersfield 0034	CA	101.7%	100%

CABAR1	CA Barstow 5031	CA	91.2%	100%
CABBR1	CA Big Bear 5030	CA	123.6%	130%
CAELC1	CA El Cajon 5006	CA	152.0%	140%
CACEN1	CA El Centro 5027	CA	112.1%	110%
CAFRS1	CA Fresno 1 5057	CA	109.6%	110%
CAFRS2	CA Fresno 2 5058	CA	109.6%	110%
CAFRS3	CA Fresno 3 FW 5060	CA	109.6%	110%
CAFHL1	CA Ft Hunter Liggett 5020	CA	156.7%	120%
CAFUL1	CA Fullerton 5004	CA	164.8%	150%
CAHEM1	CA Hemet 5003	CA	113.6%	110%
CAHES1	CA Hesperia 5022	CA	109.8%	110%
CAMAR1	CA Mariposa 5061	CA	108.3%	110%
CAMER1	CA Merced 5051	CA	103.8%	100%
CAMOJ1	CA Mojave 5014	CA	87.2%	100%
CAOSC1	CA Oceanside 5005	CA	143.9%	140%
CAORG1	CA Orange 5028	CA	161.2%	160%
CASNB4	CA San Bernardino 5025	CA	110.5%	110%
CASND1	CA San Diego 5019	CA	165.7%	150%
CASND2	CA San Diego 5026	CA	165.7%	150%
CSTF1	CA Stanford 0074	CA	614.0%	160%
CASUS1	CA Susanville 5053	CA	99.5%	100%
CATHM1	CA Thermal 5018	CA	91.6%	100%
CATNP1	CA Twentynine Palms 5029	CA	123.1%	110%
CAVIC1	CA Victorville 5002	CA	108.5%	110%
CAVIS1	CA Visalia 5059	CA	107.4%	110%
COCEN3	CO Cent 0061	CO	136.2%	140%
COSPG1	CO Colorado Springs 0061	CO	110.7%	110%
CODUR1	CO Durango 0061	CO	129.7%	130%
COENG4	CO Englewood 0117	CO	136.2%	140%
COFRD1	CO Frederick 0003	CO	114.9%	110%
COFSC1	CO Frisco 0061	CO	134.6%	140%
COGDJ2	CO Grand Junction 0010	CO	109.8%	110%
COHLK1	CO Holyoke 0003	CO	94.1%	100%
COHUG1	CO Hugo 0003	CO	93.2%	100%
COLKW1	CO Lakewood 0061	CO	133.9%	120%
COLNT1	CO Lone Tree 0003	CO	150.6%	140%
COMON1	CO Montrose 0001	CO	97.8%	100%
COPBL1	CO Pueblo 0061	CO	75.9%	100%
CORFL1	CO Rifle 0001	CO	111.1%	110%
CTMER1	CT Meriden 0064	CT	103.7%	110%
CTNOR1	CT Norwich 0064	CT	102.3%	110%
DEGTW1	DE Georgetown 5604	DE	99.4%	110%
DENEW1	DE Newark 5601	DE	113.2%	120%
FLBAR1	FL Bartow 6101	FL	87.4%	100%
FLBKV1	FL Brooksville 6129	FL	93.0%	100%
FLFTM1	FL Fort Myers 6122	FL	89.5%	100%
FLFTP1	FL Fort Pierce 6123	FL	84.9%	100%
FLJCV1	FL Jacksonville 6103	FL	103.2%	100%
FLKIS1	FL Kissimmee 6126	FL	88.5%	100%
FLLEE1	FL Leesburg 6125	FL	89.1%	100%
FLLIV1	FL Live Oak 6119	FL	89.8%	100%

FLLGW1	FL Longwood 6124	FL	103.4%	100%
FLMAR1	FL Marianna 6109	FL	84.6%	100%
FLNIC1	FL Niceville 6106	FL	110.7%	110%
FLNPT1	FL North Port 6128	FL	97.9%	100%
FLPEN1	FL Pensacola 6130	FL	89.1%	100%
FLTMP1	FL Tampa 6127	FL	92.1%	100%
GABLR1	GA Blairsville 5916	GA	93.2%	100%
GACAM1	GA Camilla 5914	GA	77.0%	100%
GACAR1	GA Carrollton 5912	GA	87.5%	100%
GACOV1	GA Covington 5905	GA	93.3%	100%
GAGNV1	GA Gainesville 5904	GA	88.4%	100%
GAGRF1	GA Griffin 5903	GA	85.9%	100%
GAJAS1	GA Jasper 5902	GA	99.3%	100%
GAKEN1	GA Kennesaw 5907	GA	98.8%	100%
GANWN1	GA Newnan 5909	GA	92.0%	100%
GAROM1	GA Rome 5917	GA	82.9%	100%
GASAN1	GA Sandersville 5901	GA	80.4%	100%
GASPF1	GA Springfield 5910	GA	86.4%	100%
GAVAL1	GA Valdosta FW 5915	GA	88.9%	100%
GAVLD1	GA Valdosta RW 5913	GA	88.9%	100%
HAITI	Haiti		0.0%	110%
IACLD1	IA Clarinda 7602	IA	77.0%	100%
IADSM4	IA Des Moines 7605	IA	87.8%	100%
IADSM1	IA Des Moines 7607	IA	77.7%	100%
IADBQ1	IA Dubuque 7609	IA	83.6%	100%
IAFTD1	IA Fort Dodge 7606	IA	76.5%	100%
IAIWC1	IA Iowa City 7603	IA	96.4%	100%
IAKNX1	IA Knoxville 7608	IA	83.1%	100%
IAWTL1	IA Waterloo 7604	IA	77.3%	100%
IDDRI1	ID Driggs 7801	ID	112.6%	110%
IDIDF2	ID Idaho Falls 7802	ID	88.0%	100%
IDPOC2	ID Pocatello 7803	ID	86.5%	100%
IDSDP1	ID Sandpoint 0035	ID	104.2%	100%
IDSDS1	ID Soda Springs 7804	ID	89.2%	100%
ILCHK1	IL Cahokia 5425	IL	74.1%	100%
ILCHK2	IL Cahokia 5426	IL	74.1%	100%
ILCHG1	IL Chicago 6503	IL	124.2%	120%
ILEFF1	IL Effingham 5422	IL	86.9%	100%
ILGRC1	IL Granite City 5401	IL	78.2%	100%
ILHIG1	IL Highland 5427	IL	89.8%	100%
ILJOL1	IL Joliet 6501	IL	96.3%	100%
ILLTF1	IL Litchfield 5421	IL	75.6%	100%
ILMCH1	IL McHenry 0044	IL	96.8%	110%
ILRKF2	IL Rockford 6504	IL	72.6%	100%
ILSPR1	IL Sparta 5420	IL	76.8%	100%
ILSPF1	IL Springfield 5424	IL	75.5%	100%
ILURB1	IL Urbana 5423	IL	84.6%	100%
INCOR1	IN Corydon 5811	IN	87.5%	100%
INKNX1	IN Knox 8103	IN	79.2%	100%
INPRT1	IN Portland 8101	IN	76.5%	100%
INSEL1	IN Sellersburg 5814	IN	87.5%	100%

INWAB1	IN Wabash 8102	IN	77.0%	100%
KSPAS1	KS Parsons 5429	KS	73.9%	100%
KYBED1	KY Bedford 5813	KY	81.0%	100%
KYDEB1	KY Debord 5815	KY	70.0%	100%
KYELZ1	KY Elizabethtown 5808	KY	87.0%	100%
KYFRA1	KY Frankfort 5805	KY	82.9%	100%
KYGLA1	KY Glasgow 5812	KY	80.7%	100%
KYLND1	KY London 5802	KY	83.4%	100%
KYMST1	KY Mount Sterling 5804	KY	82.1%	100%
KYSOM1	KY Somerset 5803	KY	84.4%	100%
KYSPR1	KY Springfield 5806	KY	80.7%	100%
LARUS1	LA Ruston 0110	LA	91.3%	100%
MAWES1	MA Westfield 7402	MA	114.6%	120%
MAWOR1	MA Worcester 7401	MA	106.2%	110%
MDHGT1	MD Hagerstown 7101	MD	96.2%	100%
MISAG2	MI Saginaw 6201	MI	72.9%	100%
MNALX1	MN Alexandria 0005	MN	103.0%	100%
MNBLN3	MN Blaine FW 0116	MN	117.8%	120%
MNBLN1	MN Blaine RW 0005	MN	117.8%	120%
MNBRN	MN Brainerd 0005	MN	94.1%	100%
MNCOL1	MN Cloquet 0005	MN	92.6%	100%
MNHIB1	MN Hibbing 0005	MN	82.3%	100%
MNWIL1	MN Willmar 0005	MN	91.7%	100%
MOBOL1	MO Bolivar 0073	MO	84.5%	100%
MOCLM1	MO Columbia 6401	MO	90.7%	100%
MOFRM2	MO Farmington 5410	MO	86.8%	100%
MOLMN1	MO La Monte 6403	MO	78.4%	100%
MONVD1	MO Nevada 5308	MO	77.0%	100%
MOOSG1	MO Osage Beach 6402	MO	96.2%	100%
MOROL1	MO Rolla 5428	MO	85.4%	100%
MOSPG1	MO Springfield 0073	MO	83.0%	100%
MOSTJ1	MO St Joseph 5306	MO	79.7%	100%
MOSTL2	MO St Louis RW 5425	MO	86.4%	100%
MOSTL3	MO StLouis Kidcopter 5407	MO	99.6%	100%
MOSVN	MO Sullivan 5406	MO	84.7%	100%
MSBRO1	MS Brookhaven 8402	MS	82.6%	100%
MSCLK1	MS Clarksdale 0110	MS	75.8%	100%
MSTUP1	MS Tupelo 0076	MS	80.1%	100%
MTWYL1	MT West Yellowstone 7902	MT	118.6%	110%
NCABD1	NC Aberdeen 0088	NC	91.4%	100%
NCCON1	NC Concord 0017	NC	98.5%	100%
NCDUR2	NC Durham 0087	NC	105.1%	110%
NCGOL1	NC Goldsboro 0088	NC	86.5%	100%
NCHCK1	NC Hickory 0017	NC	90.2%	100%
NCRMT1	NC Rocky Mount 0088	NC	86.3%	100%
NCSLC1	NC Siler City 0088	NC	83.6%	100%
NCSMF1	NC Smithfield 0087	NC	87.7%	100%
NECRE1	NE Crete 5311	NE	83.9%	100%
NEFRT1	NE Fremont 5310	NE	84.7%	110%
NENOR1	NE Norfolk 5303	NE	89.0%	100%
NENPL2	NE North Platte FW 5314	NE	84.6%	100%

NENPL1	NE North Platte RW 5312	NE	84.6%	100%
NEOMA1	NE Omaha 5305	NE	82.9%	100%
NEOMA5	NE Omaha FW 5313	NE	88.3%	100%
NJSEW1	NJ Sewell 5602	NJ	109.6%	120%
NJWML1	NJ West Milford 8701	NJ	118.3%	120%
NMALM1	NM Alamogordo 7503	NM	75.6%	100%
NMART1	NM Artesia 7511	NM	85.4%	100%
NMCLB1	NM Carlsbad 7504	NM	84.0%	100%
NMCLB2	NM Carlsbad RW 7510	NM	84.0%	100%
NMDEM1	NM Deming 7509	NM	106.1%	110%
NMFMG1	NM Farmington 0019	NM	93.1%	100%
NMFMG2	NM Farmington 0031	NM	93.1%	100%
NMGAL1	NM Gallup RW 7514	NM	86.3%	100%
NMHOB1	NM Hobbs 7505	NM	85.4%	100%
NMLCR1	NM Las Cruces 7506	NM	96.2%	100%
NMPRT1	NM Portales 7516	NM	86.2%	100%
NMROS1	NM Roswell 7507	NM	88.4%	100%
NMROS2	NM Roswell 7508	NM	81.0%	100%
NMSNF1	NM Santa Fe 7519	NM	103.2%	100%
NMSVC1	NM Silver City 7501	NM	88.2%	100%
NMTAO1	NM Taos 7520	NM	106.1%	110%
NMTUC1	NM Tucumcari 7522	NM	99.2%	100%
NVHEN1	NV Henderson 5107	NV	123.0%	120%
NVMSQ1	NV Mesquite 5111	NV	102.4%	110%
NVPAH2	NV Pahrump 5101	NV	98.2%	100%
NVPAH1	NV Pahrump 5121	NV	98.2%	100%
NYFUL1	NY Fultonville 5502	NY	93.7%	100%
NYHAR1	NY Harris 5505	NY	104.8%	110%
NYHOR1	NY Hornell 5507	NY	85.7%	100%
NYPOT1	NY Potsdam 5509	NY	89.1%	100%
NYSEL1	NY Selkirk 5501	NY	107.1%	120%
NYSEN1	NY Seneca Falls 5512	NY	92.0%	100%
NYSID1	NY Sidney 5508	NY	87.6%	100%
NYTIC1	NY Ticonderoga 5513	NY	92.8%	100%
NYWAL1	NY Walkill 5504	NY	110.0%	120%
NYWAT1	NY Watertown 5510	NY	97.3%	100%
OHDAY1	OH Dayton 0084	OH	87.7%	100%
OHLEB1	OH Lebanon 0084	OH	96.5%	100%
OHMED1	OH Medina 6802	OH	102.7%	100%
OHMID1	OH Middlefield 6801	OH	93.7%	100%
OHPOR1	OH Portsmouth 0058	OH	75.6%	100%
OHURB1	OH Urbana 0084	OH	84.0%	100%
OKCHK1	OK Chickasha 7005	OK	74.3%	100%
OKMCA1	OK McAlester 7010	OK	76.8%	100%
OKMSG1	OK Muskogee 7001	OK	73.2%	100%
OKOKC1	OK Oklahoma City 7004	OK	103.1%	100%
OKPOC1	OK Pocola RW 7011	OK	76.9%	100%
OKPRY1	OK Pryor 7002	OK	78.1%	100%
OKSEM1	OK Seminole 7006	OK	75.0%	100%
OKSTW1	OK Stillwater 7009	OK	90.0%	100%
OKTUL1	OK Tulsa 7003	OK	89.1%	100%

PACOA1	PA Coatesville 5614	PA	105.8%	110%
PADOL2	PA Doylestown 5611	PA	135.1%	140%
PAEST1	PA East Stroudsburg 5608	PA	91.3%	100%
PAFAC1	PA Factoryville 5613	PA	94.1%	100%
PAHAZ1	PA Hazelton 5609	PA	77.9%	100%
PAKUT1	PA Kutztown 5607	PA	99.1%	100%
PALAN1	PA Lansdale 5603	PA	119.7%	120%
PAPOT1	PA Pottsville 5610	PA	81.9%	100%
PASAY1	PA Sayre 5506	PA	86.8%	100%
PASOM1	PA Somerset 5605	PA	84.8%	100%
SCCAM1	SC Camden 6003	SC	79.7%	100%
SCCOL1	SC Columbia 6001	SC	89.9%	100%
SCCON1	SC Conway 6007	SC	89.3%	100%
SCORB1	SC Orangeburg 6004	SC	88.9%	100%
SCRCH1	SC Rock Hill 0017	SC	93.8%	100%
SCVAR1	SC Varnville 6006	SC	79.0%	100%
SDHOT1	SD Hot Springs 6604	SD	91.7%	100%
SDRPC2	SD Rapid City FW 6602	SD	94.1%	100%
SDRPC1	SD Rapid City RW 6601	SD	94.1%	100%
TNCLV1	TN Clarksville 8501	TN	82.3%	100%
TNCOO1	TN Cookeville 8508	TN	86.6%	100%
TNHUM1	TN Humboldt 8509	TN	80.3%	100%
TNLBN1	TN Lebanon 8502	TN	96.8%	100%
TNMTP1	TN Mt Pleasant 8503	TN	78.2%	100%
TNMUR1	TN Murfreesboro 8504	TN	99.0%	100%
TNNAS2	TN Nashville 8506 F/W	TN	85.8%	100%
TNPAR1	TN Paris 8507	TN	76.4%	100%
TNTLH1	TN Tullahoma 8505	TN	82.0%	100%
TXDLH1	TX Dalhart RW 7721	TX	76.5%	100%
TXELP2	TX El Paso 7705	TX	84.9%	100%
TXKER1	TX Kerrville 7714	TX	92.0%	100%
TXLAR1	TX Laredo 7717	TX	87.8%	100%
TXNBF1	TX New Braunfels 7712	TX	95.7%	100%
TXSAT1	TX San Antonio 7713	TX	83.5%	100%
TXSAT2	TX San Antonio 7715	TX	74.8%	100%
TXSNY1	TX Snyder 7703	TX	73.6%	100%
TXUVL1	TX Uvalde 7716	TX	79.9%	100%
TXVIC1	TX Victoria 7718	TX	91.7%	100%
TXWIL1	TX Wills Point 7711	TX	80.3%	100%
VAMTV1	VA Martinsville 6905	VA	72.2%	100%
VAMAT1	VA Mattaponi 5703	VA	95.6%	100%
VAPT1	VA Petersburg 5702	VA	90.2%	100%
WAARL1	WA Arlington 0040	WA	131.7%	130%
WABEL1	WA Bellingham 0040	WA	132.7%	130%
WABRM1	WA Bremerton 0040	WA	112.5%	110%
WAOLY1	WA Olympia 0040	WA	120.3%	120%
WAYAK1	WA Yakima 0040	WA	97.4%	100%
WICAM1	WI Cameron 0005	WI	90.3%	100%
WIFDL1	WI Fond du Lac 0044	WI	98.5%	100%
WIGBY1	WI Green Bay 0095	WI	95.6%	100%
WIMAD1	WI Madison 0096	WI	112.0%	110%

WIMSH1	WI Marshfield 0021	WI	89.5%	100%
WIMIN1	WI Mineral Point 0096	WI	96.1%	100%
WISPT1	WI Stevens Point 0021	WI	96.4%	100%
WIWAK1	WI Waukesha 0044	WI	104.3%	100%
WIWOO1	WI Woodruff 0021	WI	94.4%	110%
WVBEV1	WV Beaver 0058	WV	81.8%	100%
WVBUC1	WV Buckhannon 0058	WV	81.9%	100%
WVHUN1	WV Huntington 0058	WV	77.3%	100%
WVMRT1	WV Martinsburg 7301	WV	91.7%	100%
WVMIL1	WV Milwood 0058	WV	81.1%	100%
WVMRG1	WV Morgantown 0058	WV	94.3%	100%
WVMDS1	WV Moundsville 0058	WV	75.6%	100%
WVRON1	WV Ronceverte 7302	WV	79.1%	100%
WYCSP1	WY Casper 8001	WY	93.6%	100%
WYCSP2	WY Casper 8002	WY	96.2%	100%
WYCHY1	WY Cheyenne 0003	WY	97.4%	100%
RMW	RMW Regional Relief		100.4%	100%
RNC	RNC Regional Relief		105.7%	110%
RNE	RNE Regional Relief		105.1%	110%
RPW	RPW Regional Relief		111.0%	110%
RSC	RSC Regional Relief		100.2%	100%
RSE	RSE Regional Relief		100.6%	100%