

New Member Welcome Packet

Air Methods Pilots

Welcome to the

Office & Professional Employees International Union Local 109

PLEASE READ CAREFULLY AND RETAIN FOR FUTRE REFERENCE

This letter contains important information about:

- Union representation
- The Union itself
- The contract with your employer
- Rights of membership
- Additional information concerning employee, member and contract benefits

As a new employee in the bargaining unit, you are represented by OPEIU Local 109. If you are like many new employees, this may be the first time you have been represented by a Union and you may have some questions about what this means to you.

Union representation means that OPEIU Local 109, on your behalf and with the full and active participation of its members, negotiates and administers a legally binding contract known as a collective bargaining agreement that sets forth your wages, benefits, hours, and working conditions. Because all employees negotiate together through the Union, Union Members receive higher wages and better benefits than nonunion workers doing similar jobs. Strength in numbers makes this possible.

This Local Union is part of the Office and Professional Employees International Union. The International Union has many resources available to help Local Unions, including a highly trained and motivated staff, modern technology, and the OPEIU research department.

The officers of Local 109 are President, Vice-President, Secretary/Treasurer, Steward West/Northwest Region, Steward Midwest Region, Steward Northeast Region, Steward Southwest Region, and Steward Southeast Region. Should you have any questions or problems, you should first contact your Regional Steward. Our officers are elected by the membership in secret ballot elections. As a member, you will get to participate in those elections.

Without a legally binding contract, the law allows an employer to fire you for almost any reason or change your wages or hours without your consent. With our Local Union contract, there is a legally binding, enforceable agreement to protect you.



As an employee represented by the Union, you can enjoy all the benefits of this contract. This contract establishes your wages, hours, benefits, and working conditions, and also:

THE CONTRACT protects your seniority, which will become increasingly important to you the longer you are working for this employer;

THE CONTRACT prohibits discipline or discharge by your employer, except for just cause, once you have completed your probationary period;

THE CONTRACT provides for vacations paid for by your employer and negotiated by the Local Union;

THE CONTRACT provides for health and welfare and pension benefits paid for by your employer and negotiated by the Local Union;

THE CONTRACT establishes a grievance procedure with binding arbitration to take up and resolve your complaints in a way that gets results; and

THE CONTRACT provides many more benefits, all of which are detailed in the written agreement negotiated by the Local Union.

Perhaps the greatest benefit of being covered by a Local Union contract is the knowledge and security that the provisions cannot be changed whenever the employer decides. No changes can be made without negotiations with the Local Union. The Local Union and the employer do negotiate new agreements when the old agreements expire. At that time, we seek improvements in your wages and working conditions.

In addition to the specific benefits of the Local Union contract, when you become a member of this Local Union, you will be able to:

<u>VOTE YOUR CONSCIENCE</u> on acceptance or rejection of proposed contracts that would set your wages, benefits and working conditions;

FULLY PARTICIPATE in Union activities including the development of contract proposals and the election of officers;

BENEFIT from numerous programs such as OPEIU scholarships, discount cards, discount coupons, and other services available only to Union members and their families.



When you become a member of Local 109, we hope that you will take advantage of your membership and become an active, informed, and involved member. Your participation is essential to the strength of Local 109, and will benefit both you and your coworkers by helping the Union gain improved benefits and working conditions.

Enclosed with this packet is a membership application. After you read this letter, we urge you to fill out the application, sign and date it, and return it as soon as possible. Do it today, so that you can start enjoying the full benefits of membership in Local 109.

A dues checkoff is also on the bottom portion of the application. This permits your employer to automatically remit your dues (and fees or assessments where applicable) to the Local Union. This saves you from having to pay the dues on a monthly basis by direct payment. Virtually everyone in the Union uses this system and we encourage you to take advantage of it.

Lastly, a Notice to Employees Subject to Union Security Clauses is included, which explains your rights to not join the Union and to object to funding Union expenditures not germane to collective bargaining, contract administration, or grievance adjustment.



ADDITIONAL FACTS YOU SHOULD KNOW

Life Insurance - Each member is given a \$12,000.00 death benefit. This benefit is for any active member in good standing and will be paid out regardless of death while on duty or off duty.

<u>Anniversary Benefit</u> - Paid annually to the member in the amount of \$100.00. This payment will members in good standing during that year.

Merit Board Collegiate Scholarship - Provides four (4) college scholarships to graduating high school seniors, who have been accepted into a college or university of their choice, in the amount of two thousand five hundred dollars (\$2,500) each, to apply towards tuition and fees. The Executive Board will vote and award the Scholarships for the children of active members in good standing every year at the January Executive Board Meeting.

Youth Active Living Scholarship - Provides ten (10) scholarships to children six (6) to twelve (12) years of age, who compete in athletics/sports activities or aviation related clubs in the amount of one-hundred dollars (\$100.00) each, to assist in paying registration fees, equipment, and other associated costs with these activities. The goal is to promote a physical and active lifestyle for our youth that encourages participation in team and individual competition and challenges. The Executive Board will vote and award the Scholarships two times per year. Five (5) scholarships being awarded for the Fall/Winter, and five (5) scholarships being awarded for the Spring/Summer of every calendar year.

<u>Known Traveler Reimbursement Program</u> - Active Members who are in current good-standing with more than one (1) years(s) of consecutive service with the OPEIU Local No. 109 (as an active member in good standing) are eligible for the program. A member will be reimbursed for the cost of an U.S. government approved known traveler program application fee of up to, but not exceeding one-hundred (\$100.00) dollars. A member who request reimbursement for this program must submit a Local No.109 expense report within thirty (30) days from the date of Known Traveler award; and include the original (or digital copy of) the purchase receipt to the Local No. 109 Office.

It is your responsibility to promptly notify Local 109 of any change in name, address and/or telephone number or change of beneficiary. Please contact our office with changes in this information.

If you have any questions about any matters covered in the letter, please contact us at opeiulocal109@gmail.com. Welcome to Local 109!

Very truly yours,

Bobby Kramer

Bobby Kramer President, Local 109



Notice to Employees Subject to Union Security Clauses

This notice is for all private sector workers in the United States working under an OPEIU contract containing a valid union security clause. Union security clauses require an employee to pay dues or other fees to a union as a condition of employment. The dues or fee amounts you pay to OPEIU supports the cost of negotiating your contract and the broad range of activities we engage in to support you, your family, and your co-workers.

Nonmembers may file objections to funding union expenditures that are not germane to collective bargaining, contract administration, or grievance adjustment ("chargeable expenditures") and instead pay what's known as an agency fee pay. Examples of chargeable expenditures include: the cost of negotiations with employers; contract administration expenses; communication with employers regarding work-related issues; handling employees' work-related problems through the grievance and arbitration procedure; and union administration. Examples of non-chargeable expenditures include: expenses made for community services; expenses for political purposes; the costs of certain affiliation fees; and expenses for benefits available only to members and their families.

Note: The International Union's J.B. Moss Voice of the Electorate (VOTE) fund is an independent, segregated fund that receives voluntary donations and contributes to political candidates who support the needs of working people. No money received from dues or fees goes to VOTE fund. Accordingly, the VOTE fund is not considered in the calculation of the percentage of expenditures that is spent on non-chargeable expenses.

But if you chose not to join the union or if you resign your membership, and in either case file objections, the many rights and opportunities available to OPEIU members will not be available to you.

For example, you will give up for ability to:

- Vote on terms of your contract;
- Participate in the development of contract proposals;
- Nominate, vote for, or serve as a delegate to the International Convention; and
- Enjoy discounts and other benefits available only to members, including eligibility for OPEIU scholarships for you and your family.

Should you decide to give up all these rights and benefits and submit objections in accordance with the below procedure, you will receive a rebate of the portion of your dues or equivalent payments based on:

Last year, approximately 41.27% of the International Union's expenditures for non-chargeable expenditures went toward these activities. The percentage of your local union's expenditures that has gone toward non-chargeable activities has generally been higher.

As you consider whether to object, you should remember the most important right you have at work is the right to be represented by a union. When workers negotiate together through the union and speak in one voice, they win higher wages and better benefits and achieve greater respect and dignity on the job than workers who do not have workplace representation. There is strength in numbers. The stronger your union is, the better your contract will be.



Objections Procedure

Individuals who choose to file objections must submit them in writing to the Office and Professional Employees International Union, 80 8th Ave, Suite 205, New York, NY 10011, Attention: Mary Mahoney, Secretary-Treasurer. Objections should include the objector's name, home address, employer, and local union number.

Objections must be postmarked during the month of June. New hires who choose not to join the union may also submit their objections postmarked within thirty (30) days of being compelled to pay dues or fees to the union or within thirty (30) days of the new hire's receipt of a new employee letter from a local union. Newly resigned members may also submit their objections postmarked within thirty (30) days from receipt by the union of the resigning member's letter of resignation. All objections will be deemed continuing in nature unless or until the employee requests a change in status. Timely submitted objections will be effective on the first day of the month following the month in which the objections were received by the union.

Challenge Procedure

An objector may challenge the International Union's and/or the local union's classification or calculation of expenditures before a neutral arbitrator appointed by the American Arbitration Association pursuant to its Rules for Impartial Determination of Union Fees. Challenges may be coordinated or consolidated before a single arbitrator.

Objectors must submit written notification of any intended challenge to Mary Mahoney, Secretary-Treasurer, Office and Professional Employees International Union, 80 8th Ave, Suite 205, New York, NY 10011. Notifications must be received by the Secretary-Treasurer within thirty (30) days of the challenger's receipt of a letter from the local union informing the challenger of the amount of the rebate, the basis for the calculation, and the internal procedure for filing a challenge. That challenge should specify which classification and/or calculations of the International Union and/or local union are being challenged.

The union(s) shall bear the burden of justifying their classifications and calculations. If a hearing at which the parties or witnesses may be present is held by the arbitrator, it will be held at a location most convenient to the largest number of involved challengers. The cost of any arbitration proceeding will be paid for by the union(s). Challengers, however, will not be reimbursed for lost time, and will have to pay for their own travel expenses and fees, costs, and expenses of any persons they involve in the proceedings.

When a written challenge is received from an objector, the local union will place an amount equal to the challenged portion of the fee into an interest-bearing escrow account. It shall remain in that account until the appointed arbitrator issues a decision. Should the decision lower the percentage of chargeable expenditures to the challenger(s), the appropriate portion of the escrowed fees, plus the interest earned by that portion while in the escrow account, will be refunded. All objectors in each local union affected by the decision of the arbitrator approves all or part of the unions' classifications and/or calculations, the escrowed money and interest allocable to that part of the fee will revert to the unions(s).