



## **WELCOME TO THE OFFICE & PROFESSIONAL EMPLOYEES UNION LOCAL 109**

### **PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE**

This letter contains important information about:

- Union representation.
- The Union itself.
- Union governing documents.
- The contract with your employer.
- Rights of membership.
- Rights of employees under union security clauses.
- 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 (CBA) 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 Jeff Stackpole, Vice President Phil Newson, Secretary/Treasurer Robert Box, and Recording Secretary Dan McDade. Your contract is administered by a twelve person Executive Board. Should you have any questions or problems, you should first contact your Regional Representative. Our officers are elected by the membership in secret ballot elections. As a member, you will get to participate in those elections.

This Local Union has Membership meetings annually. These meetings are important and as a member, you are encouraged to participate in the affairs of your Local Union.

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 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 current agreements become amendable. 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:

VOTE YOUR CONSCIENCE 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.

A Membership Application/Dues Authorization form is available on the website [www.AMCPILOTS.com](http://www.AMCPILOTS.com). Filling out and returning the Dues Authorization permits Air Methods 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. All Air Methods Pilots use this system and we encourage you to take advantage of it. Also on the website is an authorization for the International Union's Voice Of The Electorate fund ("VOTE") which makes contributions to political candidates who support the needs of working men and women. Contributing to this fund is strictly voluntary and completely separate from any dues or agency fees paid.

As an employee working under an OPEIU contract containing a union security clause you are required, as a condition of employment, to pay dues or fees to the Local Union. This is the only obligation under such a clause. Individuals who are members pay dues, while individuals who are nonmembers pay equivalent fees. These dues or fees, which are authorized by law, are your fair share of sustaining your Union's broad range of programs in support of you and your co-workers. Nonmembers may file objections to funding expenditures that are not germane to the collective bargaining process and thereby be obligated to pay fees representing only expenditures germane to the collective bargaining process.

Only if you are not a member of the Union or if you resign your membership, and in either case, file an objection to the funding of expenditures that are not germane to the collective bargaining process, may you pay fees representing only expenditures germane to the collective bargaining process. If you resign your membership, the many rights and opportunities available to Union members will not be open to you. For example, you will not be able to:

- Vote on the terms of your contract;
- Participate in strike votes;
- Participate in the development of contract proposals;

- Nominate, vote for, or serve as an officer of your Local Union;
- 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.

Local 109 hopes you will choose to become an active member and strengthen the Union's ability to represent you and your co-workers, rather than weakening the Union and making it more difficult to represent you. In our democratic Union, the decision is yours.

Individuals who are employed by public employers in the states of New Jersey and Minnesota are covered by the demand and return system applicable to them and are not covered by the procedure explained here. Expenditures germane to the collective bargaining process ("chargeable" expenditures) represent only that portion of the Union's expenditures devoted to collective bargaining, contract administration, grievances and arbitration, and other matters effecting wages, hours, and other conditions of employment. Examples of "chargeable" expenditures include: the costs of negotiations with employers; contract administration expenses; communication with employers in regard to work-related issues; handling employees' work-related problems through the grievance and arbitration procedure; and Union administration.

Examples of expenditures not germane to the collective bargaining process ("non-chargeable" expenditures) include: expenses made for community services; for political purposes; for certain affiliation fees; and for benefits available only to members and their families. The fee reduction will represent these non-chargeable expenditures. The International Union's Voice Of The Electorate fund ("VOTE"), is an independent, segregated fund that receives voluntary donations, and contributes to political candidates who support the needs of working men and women. No money received from dues or fees goes to the VOTE fund. Accordingly, the VOTE fund is not considered in the calculation of the percentage of expenditures that is spent on non-chargeable expenses.

Individuals who choose to file an objection will receive a rebate of their fees equal to the percentage of the Local Union's expenditures that is spent on non-chargeable expenses. The Local Union's expenditures include those amounts it remits to the International Union as per capita payments. In determining the Local Union's percentage of non-chargeable expenses, the percentage of non-chargeable expenses of the International Union is applied only to the Local Union's per capita payments to the International Union. The percentage of non-chargeable expenses of the International Union, which will be effective starting with the month of January 2009, and continuing until a new percentage is issued, is 14.92%. The major portion of a Local Union's expenditures is for items other than per capita to the OPEIU. Studies show that the final percentage of rebate for non-chargeable Local Union expenditures ranges between 0% and 8%.

Individuals who choose to file objections to funding expenditures that are not germane to the collective bargaining process should file them in writing with the Office and Professional Employees International Union, 1660 L Street, N. W., Washington, DC 20036, Attention: Nancy Wohlforth, Secretary-Treasurer. The objection must include the objector's name, home address, social security number, employer, job title, department, work location, local union number, and business telephone number.

In order for an objection to be recognized at this time, it must be postmarked during the month of June, except that new hires who choose not to join the union may also submit their objection 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, and except that newly resigned members may also submit their objections postmarked within thirty (30) days from the receipt by the Union of the resigning member's letter of resignation. All objections will be effective on the first day of the month following the month in which the objection was received by the Union.

In addition to any other avenue of relief available under the law, 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. Any challenge a nonmember makes may be coordinated or consolidated with other challenges to the Local Union or International Union determinations before a single arbitrator selected by the American Arbitration Association. Such challenges may also be coordinated or consolidated with challenges to other OPEIU Local Union classifications or calculations.

Challengers must notify Nancy Wohlforth, Secretary-Treasurer, Office and Professional Employees International Union, 1660 L Street, N.W., Suite 801, Washington, D.C. 20036, in writing, of any challenge he or she wishes to make through this arbitration procedure. Such notification 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 procedures for filing a challenge. That challenge should specify which classifications and/or calculations of the International Union and/or Local Union are being challenged.

The Unions 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 proceedings will be paid for by the Unions. However, a challenger will have to pay his or her own lost time and travel expenses, and the fees, costs, and expenses of any persons they involve in the proceedings.

Once 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 arbitrator issues a decision. Should the

decision lower the percentage of chargeable expenditures, the appropriate portion of the escrowed fees, plus the interest earned by that portion while in the escrow account, will be refunded to the challenger. All objectors in each Local Union affected by the decision of the arbitrator will then pay the adjusted fee amount determined by the arbitrator. If the arbitrator approves the Unions' classifications and/or calculations, the escrowed money and interest will revert to the Local and International Unions.

### **ADDITIONAL FACTS YOU SHOULD KNOW**

DISCOUNT PROGRAM - The PERKS Card is available to all Members, and provides discounts on shopping, entertainment and other services. Please contact your Regional Representative for more information.

LEGAL SERVICES - As a union member, you have access to [free or reduced fee] legal services. See the Resources tab on the website, or Contact your Regional Representative for details.

DEATH BENEFIT - While it is certainly a benefit that we hope will never be needed again, upon the death of any Member, Local 109 will send \$1,000 to the deceased Member's beneficiary.

It is your responsibility to promptly notify your Local Union of any change in name, address and/or telephone number, marital status, addition or deletion or dependents and change of beneficiary. Please contact your Regional Representative with any changes in this information, or if you have any questions about any of the matters covered in this letter. Welcome to Local 109!

Very truly yours,

A handwritten signature in black ink that reads "Jeff Stackpole". The signature is written in a cursive, slightly slanted style.

Jeff Stackpole  
President, Local 109