

Article 36. Grievance Procedure

[TA'd- changes from original Bargaining Agreement are red-lined below]

1. Disputes relating to the interpretation or application of this Agreement may be the subject of a grievance. A grievance shall mean a dispute between an employee(s) or the Union and the Employer with respect to the interpretation or application of this Agreement.

2. 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 seven (7) calendar days from the date of the occurrence of the event giving rise to the grievance, or within seven (7) calendar days of the date the pilot knew or should have known of such event not to exceed twenty eight (28) calendar days from the date of the event. The supervisor shall give his answer within seven (7) 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 reduced to writing and presented to the designated representative of the Employer within ten (10) 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 it arose, the remedy or correction requested and the specific provisions of the Agreement alleged to have been violated. The Employer representative will give his answer in writing to the Union within ten (10) calendar days after the receipt of the grievance. The Union will communicate the answer to the grievant.

Step 3. In the event the decision by the Employer representative is unacceptable to the aggrieved party, it may be appealed in writing to the designated representative of the Employer with seven (7) days of the receipt of the decision. The appeal must include a statement of the reasons the grievant believes the decision was erroneous. The Employer's representative shall render a decision on the appeal in writing within fourteen (14) calendar days of receipt of the appeal. In the event the decision at Step 3 is unacceptable to the grievant, the Union may appeal to the System Board of Adjustment in accordance with Article 37 of this agreement.

3. 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 termination.
4. All provisions of this Article shall apply to Employer and Union grievances except that such grievances shall be presented and appealed to the designated representative of the other party at Step 2 and 3. Upon request, the Union will confirm that the pilots on whose behalf a grievance is filed are aware of that filing.
5. Any grievance not presented and processed in the manner, and within the time limits set forth above, shall be waived 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 the date of hand delivery.
6. All grievances filed prior to the modification date of this Agreement shall be processed under the contract terms then in effect.
7. The Employer 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.
8. In the event a pilot is suspended pending an investigation of alleged misconduct, the pilot shall be informed of the nature of the alleged misconduct at the time of suspension.
9. The Union and the Employer may, by mutual 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 37 of this Agreement.

Agreed as drafted on January 20, 2005:

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Article 37. System Board of Adjustment

[TA'd- changes from original Bargaining Agreement are red-lined below]

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 Petroleum Helicopters Pilots' System Board of Adjustment, hereinafter called "the Board."

2. The Board has jurisdiction over timely filed and appropriately processed grievances arising out of the interpretation and application 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.

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.

4. The Board has no jurisdiction to modify, add to or otherwise alter or amend any of the terms of this Agreement.

5. The Board shall consist of four members, two of whom shall be selected and appointed by the Employer 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). A Board member appointed by the Union shall serve as chairman and a Board member appointed by the Employer shall serve as vice-chairman in even years, and a Board member appointed by the Employer 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 ten (10) calendar days thereafter either party may request that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven potential neutrals, and the neutral shall be selected in accordance with the rules of the FMCS.

6. The Board will ordinarily meet on the first Thursday of March, June, September and December in Lafayette (unless a different location is agreed upon by the members of the Board), on specific dates as the parties shall mutually agree in advance, provided that at such time there are cases on file with the Board for its consideration. Upon mutual agreement, the quarterly meetings may be conducted by conference call.

7. Any expenses incurred by Board members appointed by one of the parties to this Agreement will be paid by that party. Any pilot called as a witness by the neutral will suffer no loss of pay as a result of testifying at any hearing before the neutral. The fees and expenses of any neutral member of the Board shall be borne equally by the Employer and the Union. Each party shall be responsible for the expenses incurred by witnesses called by that party.

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 Employer.

9. Decisions by the Board are final and binding on the Employer, the Union and the affected pilots.

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. If the appeal is not made within this fourteen day period, the Board does not have jurisdiction over the dispute.

11. All disputes referred to the Board shall be sent to the Director of Human Resources of the Employer and his office shall assign a docket number according to the order in which the dispute is received.

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;
- e. The remedy requested; and
- f. The position of the opposing party.

The appealing party shall file a submission with the Board containing all of the information described above 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, and this submission must be filed at least seven (7) days prior to the scheduled Board meeting. Decisions by the Board shall be rendered no later than thirty (30) days after the close of the hearing, unless extended by mutual agreement of the parties.

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

Agreed as drafted on January 20, 2005:

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