

### Article 24. Workover

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

1. All pilots who work extra duty days over and above their assigned work schedule will be paid for the extra days worked at a workover rate (Article 21, Section A.4), except that all types of training outside the pilot's normal work schedule shall be paid according to Article 21, Section A.5.

2. Business unit work locations within a geographic region may be grouped (e.g., by geographic proximity or by aircraft type) for the purpose of consolidating workover. The Director of Operations, or his representative, shall approve all grouping and grouping criteria and will delegate the appropriate authority within any approved consolidated area for collecting and awarding workover. A complete list of base groupings including the name of the designated individual(s) responsible for collecting and awarding workover will be posted and made available to the Union. The Director of Operations, or his representative, shall ensure that the list is updated whenever new bases are added or the grouping of bases changes.

3. Where different business unit work sites are in such geographic proximity that applicants for workover from other business units could reasonably be available, qualified pilots in each business unit may apply for and be awarded workover in other business units. However, qualified pilots within the business unit where workover is available shall have assignment priority over qualified pilots from any other business unit.

4. Separate workover volunteer lists will be maintained at each base or at a specified location covering a business unit region as described in Section 2 above, and at Lafayette Scheduling. These lists will indicate the days the pilot is willing to "workover" at particular bases on his normal time off. Each list will include a telephone number (or pager number) where the pilot may be reached. Workover will be limited to a maximum of four days for any seven-day off-time period unless otherwise approved by the business unit manager or Director of Operations. A pilot who desires to have his name added to the workover list at a specific base(s) shall notify by Sunday 12 noon in writing (email, fax or otherwise) the appropriate Area Manager(s) (or their representatives) of his desire to workover. Each pilot is limited to requesting workover at two (2) specific bases; however, a geographic grouping provided for in Section 2, above, shall constitute one (1) base for this purpose. In addition, he may also send his workover request to Lafayette Scheduling. Workover requests shall include the pilot's name and contact number, the date(s) the pilot is available for workover, the aircraft the pilot is qualified to fly, his current job assignment and the date of his last workover. If the pilot is assigned offshore and has no means of notifying the base(s) except by telephone, the base will accept and note on the workover list such verbal notification for this pilot. If the pilot is willing to workover at any base, he will send his workover request to Lafayette Scheduling and will include the information listed above. Each workover list will be revised at the end of each calendar quarter, and each pilot on a workover list will be required to reaffirm his desire to remain on that list, and pilots who desire to have their name added to a workover list will be required to submit their workover requests as described above. The Company will attempt to provide

pilots the opportunity to reaffirm, designate “temporarily unavailable” and add their names to workover lists via an Internet-based workover database.

5. The Employer will award workover to pilots on the workover list in the following order:

- A. To pilots with off days between training and their normal work hitch. Where pilots are assigned to work locations where accommodations are provided, workover applicants who must report for training during their scheduled time off have priority for workover on those days between the end of their scheduled work time and the beginning of training, and between the end of training and the beginning of their scheduled work time. Such priority is available only to the extent that such pilots can be available for workover, and provided that such workover does not interfere with the pilot’s scheduled training and related crew rest requirements.
- B. To pilots on that job at the base, so long as the anticipated workover does not exceed two consecutive work hitches of workover for any pilot. In cases where the need for workover can be expected to exceed two consecutive work hitches, workover subsequent to the initial two hitches will be awarded in accord with Subsection C & D below (so long as the customer does not insist that the pilot on that job continue to perform such workover).
- C. For Oil & Gas operations, on a rotating basis to all other qualified pilots starting with the pilot who reported the greatest length of time since his last workover date. In the event two or more pilots report the same length of time since their last workover, the pilot with the most bidding seniority will receive the workover.
- D. For Air Medical operations, on a rotating basis to all other qualified pilots in that geographic grouping starting with the pilot who reported the greatest length of time since his last workover date. In the event two or more pilots report the same length of time since their last workover, the pilot with the most bidding seniority will receive the workover. In the event that no pilot is available within the geographic grouping, the workover will be awarded to other pilots who are both qualified and oriented to the geographic group, starting with the pilot who reported the greatest length of time since his last workover date.
- E. If an unexpected workover requirement is of an emergency nature (i.e., an emergency where the pilot must report for duty within two (2) hours), then the Company may bypass all steps above and award the workover in accordance with Section 10 of this Article. If the Company is unable to fill the workover in this manner, it may fill the emergency workover in any manner it chooses.

6. Workover will first be awarded to pilot applicants in the same duty position. Regardless of duty assignment, workover will be paid at the workover rate based on the pilot’s current pay level. “Last workover” is defined as a pilot’s most recent complete day of workover or a pilot’s workover turn-down of at least one full day of workover, if the pilot turned down workover from a list on which he had added his name. Notwithstanding

the foregoing, a pilot may direct that his name be temporarily removed from consideration for workover without harm to his relative standing for workover assignment (it being understood that such pilot will also be responsible to reinstate his availability at the appropriate time). When a base workover list is exhausted, Lafayette Scheduling will provide a pilot for the workover on the same basis as described above. When the workover lists are exhausted, the Employer may fill the position with any qualified pilot who is employed by the Employer.

7. If the Employer is unable to fill the job requirement under the procedures outlined in this Article, workovers within geographic regions (as provided in Section 2 above), shall be assigned based on bidding seniority, starting with the least senior qualified pilot who has not performed workover within the previous sixty (60) calendar days, except that once a pilot has been selected for any instance of mandatory workover, not to exceed four (4) calendar days per instance, the next least senior qualified pilot shall be required to accept the next mandated workover and so on until the appropriate seniority list is exhausted. Further assigned workovers would then reuse the exhausted seniority list, including those pilots who have performed a workover within the last sixty (60) days exempting only those pilots who have reached eight (8) mandated workover days in a calendar year. Unless compelling business or operational conditions otherwise require, a pilot will not be required to accept more than three (3) instances of mandated workover or a total of eight (8) mandated workover days in a calendar year, whichever occurs first. As in the past, the Company will consider on a case-by-case basis, extraordinary circumstances for excusing pilots from mandatory workover, or if that is not possible to reimburse pilots for appropriate out-of-pocket expenses incurred or lost as a result of the mandatory workover. Mandated workover shall not be counted as last workover date for pilots who express interest in workover on a voluntary basis. The Company will explore the feasibility of tracking, reporting and considering pilot voluntary workover such that pilots who have worked a certain level of voluntary workover may be initially bypassed for mandatory workover. The Company will also explore the feasibility of establishing a standby workover list and other ways of giving as much advance notice as possible of required workover.

8. In order to maintain an accurate last workover date for pilots, each pilot will be required to resubmit a workover request each time he performs a workover (continuous workover without a day off shall be considered a single workover) if he desires additional workover. The Company will explore the feasibility of creating an Internet based (or at least an Intranet based) log for reporting and tracking pilot workover.

9. Once the pilot has accepted a specific workover assignment, it may not be changed without prior mutual agreement between the pilot and the Employer, unless a) the workover assignment is as a spare pilot in which case the pilot may be required to fly alternate assignments; or b) the pilot's specific workover assignment is cancelled in which case the pilot will be offered an alternate workover assignment, unless no such alternate assignment is reasonably available.

10. The pilot will designate on the workover request form with the Area Manager (or his representative) if he is available for "emergency workover" (workover opportunity which requires the pilot to report within two hours). Qualified pilots will be selected for emergency workovers on the same basis as described in Sections 5 and 6 above.

11. A pilot may request and be approved by the Employer to take compensatory time in lieu of receiving workover pay. A pilot will be compensated at his regular base pay for any approved compensatory time taken.

12. A pilot will be passed over for workovers when:

- A. A pilot is not qualified.
- B. A customer requests a certain pilot or requests that a certain pilot not fly his job.
- C. There is a conflict with a pilot's regular job (e.g., FAR limitations).
- D. The days of a pilot's availability conflict with the days or duration of the workover requirement.
- E. An off-duty pilot does not answer a phone call from the Employer or does not return a message left on his answering machine within fifteen (15) minutes. The time and date of the attempted call to contact the pilot will be documented by the Employer.
- F. A pilot is unable to give a definitive answer within fifteen (15) minutes.
- G. An off-duty pilot will be allowed to use a pager as his contact number only for normal workovers and will have fifteen (15) minutes to respond to his page or he will be passed over for a workover assignment. The pilot is responsible to make certain that his pager is in working order.
- H. An on-duty pilot at a remote location cannot be contacted within two (2) hours.

13. A pilot who has expressed interest in workover and subsequently refuses two consecutive workover offers will be removed from the workover list for the next four (4) calendar weeks, and he may not put his name back on that specific workover list during this period.

14. For the purpose of this Article, Instructor/Training pilots are considered a separate business unit. The Director of Training or his designee shall determine workover in the Training Department. The Director of Operations and the Director of Training (or their designees) shall determine placement of Instructor/Check Airmen in the performance of their duties, including line checks. Instructors/Check Airmen will not be assigned workover in accordance with Section 7 of this Article outside their business unit unless business conditions otherwise dictate.

15. For jobs that are assigned to pilot/mechanics, any qualified pilot/mechanic will be called first for those workover assignments.

16. If a pilot on a Gulf of Mexico assignment is required to remain overnight due to routinely scheduled head-to-head crew change requirements, he will receive workover pay based on duty time rounded to the next hour with a minimum of four (4) hours and a maximum of one full day workover once he has been on duty at least eight (8) hours for that day.

17. The Employer reserves the option to pay a premium rate (e.g., workover) for all time it deems appropriate due to operational necessity. The Employer will meet and confer with the Union prior to implementing a premium rate.

18. A pilot attending any training required by the Employer or a customer outside his normal work schedule will normally not be eligible for workover opportunities for those days spent in training.

19. The remedy for Employer errors, except those caused by the pilot(s) involved in the error, will be one (1) hour workover paid for each workover day missed due to the error, up to a maximum of four (4) hours workover pay.

20. When the Employer schedules a pilot for workover and later cancels that workover, if the Employer provides the pilot at least twenty-four hours notice, or the workover is scheduled at the end of a pilot's work hitch, the Employer is not obligated to pay the pilot any workover pay. If the workover is scheduled during the middle of a pilot's days off (i.e., with at least one scheduled day off between the workover and his regular work hitch) or immediately prior to the pilot's scheduled work hitch, then the following applies:

- A. If the pilot has not yet departed when he receives the workover cancellation notice, he will not be eligible for workover pay, but the pilot will be reimbursed for all incurred, reasonable and customary out-of-pocket expenses;
- B. Except in Air Medical, if the pilot has departed for or arrived at the base for the workover prior to the cancellation of the workover, then the pilot will be offered an alternate workover assignment, or if such alternate workover assignment is not reasonably available, then he will be paid for the workover as scheduled (so long as he reports for duty and remains available for the duration of the assigned workover).
- C. In Air Medical, if a pilot has departed for or arrived at the base for a workover (not in his geographic region) prior to the cancellation of the workover, then the pilot will be offered an alternate workover assignment, or if such alternate workover assignment is not reasonably available, then he will be sent home and paid one (1) day workover pay and the Company will consider additional workover pay for required travel time; otherwise (that is, for workovers within the same geographic region), he will be sent home and paid two (2) hours workover pay.

In all cases where workover is paid and the pilot has reported for duty, the pilot may be required to accept an alternate assignment for the duration of the workover. If the pilot declines to take such alternate workover assignment, he will not be eligible for workover pay, but the Company will consider on a case-by-case basis reimbursing pilots for incurred, reasonable and customary out-of-pocket expenses incurred or lost as a result of the cancelled workover.

**Agreed as drafted on October 12, 2005:**

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