

ARTICLE 19
GRIEVANCE PROCEDURES

The Union is the Sole Representative of all Flight Attendants in all grievance matters unless waived by the Union.

Language was moved and reworked here to include Union recognized holidays of Martin Luther King Jr. Day and Juneteenth, as well as any Company recognized holidays.

Unless stated otherwise, all time limits pertaining to both parties set forth in this Article shall refer to work days, rather than calendar days; Saturdays, Sundays, Martin Luther King, Jr. Day, Juneteenth, and Company recognized holidays being excluded. Prior to November 1st of each year, the Union will notify the Company in writing of any change in observed holidays.

1. DISMISSAL OR DISCIPLINARY PROCEDURE

In order to resolve an ongoing dispute involving points cases and to streamline the processing of grievances, the timeframes for all discipline and non-disciplinary matters now match at 10 business days.

- A. A Flight Attendant shall not be dismissed from the service of the Company or disciplined without notification of such disciplinary action. Such notification shall contain a precise statement of the charges. Notice of the disciplinary action shall be given within ten (10) days, from the date the Company could reasonably have knowledge of the incident giving rise to the disciplinary action. Notice of disciplinary action involving suspension or termination will be made in writing, and delivered in person, with receipt acknowledged, or sent by confirmed delivery. If notice is sent by confirmed delivery, such notice will be deemed to be accomplished on the date sent to the last address furnished by the Flight Attendant. It is the responsibility of the Flight Attendant to keep the Company advised of a current address.
- B. A Flight Attendant shall be entitled to a hearing on such disciplinary action provided such Flight Attendant submits a written request for such hearing within ten (10) days from receipt of notification. Such written request for hearing shall be addressed to the Vice President Inflight Operations.

- C. A Flight Attendant may be held out of service by the Company pending investigation and hearing and appeals therefrom and will be compensated for all lost time if returned to work.

If a Flight Attendant chooses to waive their Step 2 hearing, the Company will still be obligated to respond as if the meeting had been held.

- D. Such hearing shall be held by the Vice President Inflight Operations, or her/his designee, within ten (10) days, of the receipt of the Flight Attendant's written request therefor. A decision shall be rendered within ten (10) days of the hearing. A Flight Attendant may waive the hearing by submitting a written waiver request within ten (10) days of the filing of the grievance. In such case, a decision will be rendered within ten (10) days from the date the Company received the written waiver.
- E. If the decision of the Vice President Inflight Operations or her/his designee is not satisfactory to the Flight Attendant whose grievance is being considered, the matter may be appealed to the Flight Attendant Board of Adjustment, as provided for in Article 20 of this Agreement, provided said appeal must be submitted within ten (10) days of receipt of the decision by the Vice President Inflight Operations.

The timeframe to convene the BOA was extended to 150 calendar days, but this was what was happening anyway as the previous language allowed for 90 days with a 60 day extension.

- F. In cases involving termination of employment, the Flight Attendant Board of Adjustment shall convene within one hundred fifty (150) calendar days from the date that the Company receives the notice of appeal to the Board of Adjustment. Anytime after sixty (60) calendar days from the date of the appeal to the Board of Adjustment in cases involving termination, either party may elect to bypass the Board of Adjustment and proceed directly to arbitration. The date of such election shall be treated as a deadlocked decision for time limit purposes under Article 20 of this Agreement.
- G. In any case involving discipline, the appeal to the Board of Adjustment may be waived to expedite the grievance, if mutually agreed to by the Union and the Company. The grievance would then proceed directly to arbitration under Article 20 of this Agreement.

We added language to account for virtual fact findings, if the Flight Attendant chooses, to help with commuters or those that don't want to go to an in-person meeting. They will still be paid as if the meeting occurred in person.

- H. If a Flight Attendant is pulled from a Trip or Reserve Day to attend a mandatory meeting either in person or virtually, the Flight Attendant will receive her/his assigned Trip Pay (including applicable VJA and Holiday pay premiums) or Reserve guarantee at the time the meeting is scheduled. A Flight Attendant who is required by the Company to attend a mandatory meeting either in person or virtually on a day when she/he is scheduled off duty will be paid four (4.0) TFP. A Flight Attendant who is required by the Company to attend a mandatory meeting either in person or virtually immediately preceding or immediately following a duty period will be paid one (1.0) TFP. Except as outlined in Paragraph C above, if a Flight Attendant is pulled for a mandatory meeting and the Company cancels the meeting the day prior, the Company Convenience Pull bar will be removed immediately to allow the Flight Attendant the ability to pickup and/or trade.

Should the bar not be removed, the Flight Attendant will be paid four (4.0) TFP.

- I. A Flight Attendant shall not be disciplined or discharged without just cause except as provided in Article 7.

This language resolves an ongoing dispute between the Company and the Union on how points grievances are to be filed. To keep it simple, anything 5 point or above will be filed as a disciplinary grievance as that is the first point total in which a Flight Attendant receives discipline in accordance with Article 32.6

- J. If the matter in dispute is specific to an attendance infraction and the Flight Attendant's point total is 5 points or higher, the grievance will be filed pursuant to this section. This will include all incremental points that fall within the same level of discipline. In cases appealed to the Flight Attendant's Board of Adjustment or expedited to arbitration, if the matter in dispute is specific to an attendance infraction, the Company will have the burden of proof.

2. GRIEVANCES NOT INVOLVING DISCIPLINARY ACTION

- A. Should any controversy arise between the Company and a Flight Attendant or a group of Flight Attendants as to the meaning of any of

the terms of this Agreement concerning rates of pay, rules of working conditions, or should any Flight Attendant feel that in the application by the Company to her/him of any of the terms of this Agreement concerning rates of pay, rules or working conditions, she/he has been treated unjustly, such Flight Attendant may present her/his grievance through her/his Union representative within ten (10) days of the infraction to the Vice President In-Flight Services, who shall evaluate the grievance and render her/his decision as soon as possible, but not later than ten (10) days, following receipt of said grievance.

- B. If no settlement is reached under this Article, an appeal may be made in writing within thirty (30) calendar days to the Flight Attendant's Board of Adjustment established under Article 20 of this Agreement.
- C. Anytime after sixty (60) calendar days from the date of the appeal to the Flight Attendant's Board of Adjustment in cases not involving disciplinary actions, either party may elect to bypass the Board of Adjustment and proceed directly to arbitration. The date of such election shall be treated as a deadlocked decision for time limit purposes under Article 20 of this Agreement.
- D. The appeal to the Flight Attendant's Board of Adjustment may be waived to expedite the grievance if mutually agreed to by the Union and the Company. The grievance would then proceed directly to Arbitration under Article 20 of this Agreement.

This language resolves an ongoing dispute between the Company and the Union on how points grievances are to be filed. To keep it simple, anything below 5 points will be filed as a contractual grievance as that is less than the total in which a Flight Attendant receives discipline in accordance with Article 32.6

- E. If the matter in dispute is specific to an attendance infraction and the Flight Attendant's point total is 4 ½ points or lower, the grievance will be filed pursuant to this section. In cases appealed to the Flight Attendant's Board of Adjustment or expedited to arbitration, if the matter in dispute is specific to an attendance infraction, the Union will have the burden of proof.

3. GENERAL

- A. If any decision made by an official of the Company under the provisions of this Article is not appealed by the Flight Attendant affected or by the Union in the case of a protest within the time limit prescribed herein for such appeals, such decision shall be final and binding. If the Company fails to adhere to the time limits prescribed in this section, the Flight Attendant shall be considered exonerated and the charges against her/him will be dropped.
- B. When, under the operation of this Agreement, a Flight Attendant hereunder is chosen to act as the representative of, or a witness for another Flight Attendant against whom charges have been preferred, such Flight Attendant shall be given a Union leave of absence for a time sufficient to permit her/him to appear as such representative or witness.
- C. It is understood that all written notifications referred to herein in appeal steps shall be made via electronic means, confirmation receipt required.
- D. The time limits prescribed herein may be modified by mutual agreement in writing between the parties.
- E. All Flight Attendants, including those in their probationary period, shall have access to the grievance procedure, except that a probationary employee may not appeal a disciplinary or discharge action.
- F. In the event a termination is grieved, insurance benefits will continue until all grievance procedures have been exhausted and a final decision has been rendered.
- G. A Union Representative may, at the option of the Flight Attendant, be present at all Flight Attendant meetings and any such request will not be denied. In meetings that involve discipline or discharge with respect to a Probationary Flight Attendant, a Union Representative may, at the request of the Probationary Flight Attendant, be present to act as a non-participating observer.
- H. All letters of discipline and documents referencing or relating to performance and/or conduct (including supporting documentation), will be null and void after eighteen (18) months of active status following the date of issuance or

creation, and at the request of the Flight Attendant will be removed from the Flight Attendant's personnel file.

- I. Disciplinary decisions shall be based only on performance and/or conduct occurring within the eighteen (18) month period of active status preceding the incident in question. This does not preclude the use of older information, for impeachment purposes only, at a Board of Adjustment or Arbitration, if the older information is used to impeach direct testimony to the contrary.
- J. For purposes of this Article, a Flight Attendant on a leave of absence fourteen (14) calendar days or less will be considered to be on active status.
- K. Regarding discussion log entries removed from the Flight Attendant's file under Section H. above, the Company will, at the request of the Flight Attendant, obliterate such entries so as to make them unreadable. However, the Company may make copies of such entries to be kept in an archive and such copies may be used or referred to at a Board of Adjustment or Arbitration only to impeach direct testimony to the contrary.

We made sure to have the contractual guarantee to respond in writing to anything placed in a Flight Attendant's file.

- M. A Flight Attendant will have the right to respond in writing to any material in her/his file, and a copy of the response will be placed in her/his file.
- N. The Company and the Union agree to meet on a monthly basis, or more often if necessary, to discuss issues relating to grievances.

The language was modified to add clarity for when a suspension will begin.

- N. Suspensions shall be based on calendar days and shall begin immediately after the decision to suspend has been rendered, unless:
 - 1. The Flight Attendant has already checked-in for her/his pairing, the suspension will begin immediately after the pairing ends; or,
 - 2. The Flight Attendant on Reserve has been available for contact and no assignment has been made, the suspension will begin with the subsequent Reserve day or the next calendar day, whichever is sooner; or,

3. The Flight Attendant has been given a Reserve assignment, but has not already checked in, the suspension will begin immediately. In such case, the Flight Attendant will be paid for the time in which they were on Reserve.