



SECTION 21: Grievance Procedure

A. Investigations

1. Involving Discipline

- a. When the Company conducts an investigation, which has the potential to lead to disciplinary action or discharge, the Flight Attendant shall be notified that she/he is entitled to Union representation, if requested.
- b. If prior notice of the meeting is not provided to either the Flight Attendant or the Union, and if necessary for the Flight Attendant to secure Union representation, the Flight Attendant will be permitted the option to reschedule the meeting to allow for a reasonable amount of time to obtain representation. In urgent situations requiring immediate action, such as drug and alcohol investigations, serious security/safety matters, or other serious misconduct, an immediate investigation will not be delayed.
- c. At the outset of any investigatory meeting, the Company will verbally brief the Flight Attendant and the Union representative concerning the reason for the meeting.
- d. The Company may not withhold a Flight Attendant from duty without pay, pending an investigation, except for alleged violations of the Company's drug or alcohol policy, or when the Flight Attendant is refusing to comply with a Company order to appear for a hearing, or surrender Company property. The pay status of a Flight Attendant removed with pay and subsequently disciplined or discharged will not have her/his pay status retroactively changed.
- e. A Flight Attendant will be notified in writing of the outcome of the meeting after the investigatory meeting(s) are concluded.
- f. A Flight Attendant who is disciplined or discharged may challenge that decision by filing a grievance at Step 1, within ten (10) days of notification of the decision, pursuant to Section B. below.

2. Not Involving Discipline

- a. When a Flight Attendant alerts the Union to a potential contractual violation, or the Union becomes aware of a potential contractual violation, the Union will notify the Company to start an investigation.



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- b. The Company will assign the inquiry an issue number and research the issue.
 - c. The Company will respond to the Union with the results of its investigation within thirty (30) days. This may be extended by mutual agreement.
 - d. If the Union does not agree with the result of the Company's investigation, it may challenge that decision by filing a grievance at Step 1, within thirty (30) days of notification of the decision, pursuant to Section B. below.

B. Grievance Process

1. A grievance is a dispute between the parties under the terms of this Agreement. It must be filed in writing with the Operational Vice President or her/his designee. Failure to file a grievance in writing within the limits specified constitutes a waiver of the grievance.
2. The Union MEC President or a Flight Attendant(s) who has a grievance will be granted a hearing provided she/he files a grievance with a request for hearing with the Vice President of Flight Service or her/his designee with a copy to the Union within ten (10) business days of the date upon which discipline or discharge is based or within thirty (30) days of the time the Flight Attendant(s) became aware or should have become aware of the event giving rise to the grievance. Grievances may be filed in writing, or electronically by email, to the Vice President of Flight Service or her/his designee followed by a copy in writing via certified mail. The following steps will then be taken:

Step 1: The hearing will be held within ten (10) business days of the earlier of the date that the electronic or written request is received by the Vice President of Flight Service or her/his designee. This time frame may be extended by mutual agreement. Electronic receipt will be acknowledged by a return email. The aggrieved Flight Attendant(s) will be given at least three (3) business days' written notice, electronically via Company email, of the time and date for such hearing.

Electronic receipt will be acknowledged by a return email. If a Flight Attendant has been terminated, she/he will be notified via USPS or overnight delivery, with receipt anticipated at least three (3) business days prior to such hearing.



Step 2: Within ten (10) business days following the completion of the hearing, the Company will issue its decision in writing. If the decision of the Company is not satisfactory, it may be appealed by the Union to the System Board of Adjustment by filing a written notice of appeal with the Board within thirty (30) days after receipt by the aggrieved Flight Attendant(s) of the Company's decision.

3. The grievant is entitled to have a Union Representative present at any step of the grievance procedure.
4. Copies of all notices and decisions shall be mailed to the Union Legal Department and the Union Grievance Representative.
5. Time limits in this Section may be extended by mutual agreement of the parties.

C. Exoneration

1. If, as a result of any investigation in A.1.d., above or any hearing or appeal, as provided herein, a Flight Attendant is exonerated, she or he, if held out of service, will be reinstated without any loss of all forms of seniority and shall be paid for such time loss in an amount which would have ordinarily been earned had she or he continued in service during such period.
2. If, as a result of any hearing or appeal, as provided herein, the Flight Attendant shall be exonerated, the personnel records shall be cleared of the charges.

D. Settlement Process

1. Nothing herein shall prevent Company and Union representatives from intervening at any step of the grievance procedure in an effort to seek a resolution.
2. There will be a quarterly meeting between designated representatives of the Company and designated representatives of the Union, to review cases which are pending appeal to the System Board of Adjustment. The purpose of this meeting will be to attempt resolution of those pending cases prior to appeal to the Board.