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## SECTION 22: System Board of Adjustment

- A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances arising under the terms of this Agreement. Such Board shall be known as the Envoy Air Inc., Flight Attendant System Board of Adjustment.
- B. The Board shall be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company and a third neutral party. The three (3) member Board shall hear all disputes properly presented to it in accordance with this Section.
- C. Each party shall advise the other, in writing, of the name of its representative and such designation shall continue in effect until successors are appointed. Either party shall have the right to change its representatives periodically, provided that written notification of such representative for any particular dispute must be made prior to the start of the scheduled hearing. The Board will meet within sixty (60) days of the submission of any case or on request of either party to consider any case. Upon request of either party, the time limits may be waived.
- D. Whenever a three (3) member Board shall be required, the parties will promptly attempt to agree on a neutral member to sit on the Board. If the parties are unable to agree on a neutral, either party may promptly request the National Mediation Board to provide a list of seven (7) neutrals. The parties shall select one (1) neutral to serve as the third neutral member of the Board from the list submitted by the National Mediation Board. The parties will choose the neutral within thirty (30) calendar days by alternatively striking names from the list until one (1) name remains who will be designated as the neutral member. The party to strike first will be alternated each time a neutral is selected to sit with the System Board. The neutral member of the Board will preside at the hearings of the Board and will be designated as Chairperson. If the parties mutually agree, the neutral member may sit and decide any dispute without the assistance of the Company and Union-appointed Board members. The Board shall convene at the earliest opportunity after appointment of the neutral member.
- E. The Board will have jurisdiction over grievances filed pursuant to the terms of this Agreement. The Board will not have any power to alter or amend the provisions of this Agreement.
- F. The Board will consider any grievance properly submitted to it by the Union or the Company when such grievance has not been previously settled in accordance with the terms provided in this Agreement.



- G. The Board, as comprised with the neutral member sitting as the Chairperson of the Board, shall meet with the purpose of hearing and deciding the case to be determined. The Board will render its decision in writing as promptly as possible. A majority vote of three (3) Board members, or the neutral when she/he sits alone, shall be sufficient to make a decision which shall be final and binding and conclusive on the Company and the Union.
- H. The expenses and reasonable compensation of the neutral member and stenographic services will be borne equally by the parties. The parties may mutually agree to forego stenographic services if they are not required. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by it and the witnesses called by it. Insofar as space is available and to the extent permitted by law, grievant(s), witness(es) and representative(s) who are employees of the Company shall receive positive space transportation, consistent with the Company business pass travel policy, for traveling to and from the location of the arbitration hearing.
- I. All submissions of disputes referred to the Board shall be addressed to the Board with one (1) copy to the Company and the Union. One (1) copy of the submission shall be submitted to the neutral third member. Each such submission shall show:
1. Question or questions at issue;
  2. Statement of facts;
  3. Position of the Union;
  4. Position of the Company.
- J. 1. The Company and Union may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath.
2. The Board, may, by majority vote, or at the request of either the Union Representative or the Company Representatives thereon, summon any witnesses employed by the Company who may be deemed necessary to the dispute, provided such summons does not unnecessarily interfere with the operations of the Company.
- K. 1. Each and every Board member shall be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or with employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.



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2. Each witness summoned by the Board or called by either party shall be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith.

**L. Grievance Mediation**

Once a grievance has been forwarded to the System Board level in accordance with the provisions of this Agreement, the parties may mutually agree to engage in mediation prior to convening a three-member Board. Notwithstanding such an agreement, the parties will still meet to determine the neutral Board member in accordance with sub-section D. above in order to avoid a delay and a final resolution, should mediation not be successful. If the parties mutually agree to engage in mediation, the time limits set forth in sub-section C. above determining the date by which a Board meeting must take place shall be deemed to begin upon the conclusion of the mediation process or the withdrawal of one or both parties from the process.

1. A one-time training session for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the National Mediation Board. Thereafter, mediation proceedings conducted pursuant to paragraph L. will be held in the city where the general offices of the Company are located, at a mutually agreeable site.
2. Mediators will be provided by the National Mediation Board pursuant to a process agreed upon by the parties. The parties may, however, mutually agree to use the services of a private Mediator rather than those of one provided for by the National Mediation Board. In such cases, the fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the expenses of its participants in the mediation process.
3. Mediation shall be scheduled for the second week of February, May, August, and November. In the event that there are no cases pending for mediation twenty-one (21) calendar days prior to the scheduled mediation session, the parties shall notify the scheduled Mediator that the session is being cancelled.
4. Cases will be scheduled for mediation conference in the quarter in which they are submitted or in the ensuing quarter. In the event the cases cannot be scheduled during the available dates or in the ensuing quarter, additional dates will be secured to accommodate the cases.



5. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the Mediation Conference shall be made.
6. The grievant(s) and her/his Union Representative(s) will have the right to be present during the mediation proceedings. Other attendees will include those individuals needed to present the parties' position and reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
7. The Company and the Association shall each appoint a spokesperson who may be an attorney, for the Mediation Conference.
8. The mediation process is informal. The Mediator has the authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the grievance.
9. The record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached. In which case the record shall be admissible solely to interpret, enforce, or apply the settlement, if necessary.
10. By mutual agreement, the parties may request the Mediator to give them an oral advisory opinion.
11. Written material presented to the Mediator or the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
12. In the event that a grievance that had been the subject of a Mediation Conference is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the neutral Board Member of the System Board, nor may she/he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside the Mediation Conference.



13. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such Conference.
14. All parties involved in the mediation conference, including the Mediator, shall be barred from disseminating information surrounding the Conference and/or individual grievances to the public, the media or like sources for the duration of the mediation process. Nothing in this Agreement, however, bars either side from disseminating general information regarding scheduling and outcome of a mediation during the mediation process.
15. The scheduling of hearings and meetings will be coordinated between the parties.

**M. Document Exchange**

No later than fifteen (15) days prior to the day a case is scheduled for hearing by the System Board, the representatives designated by the parties will exchange all documents they intend to enter as exhibits in support of their respective positions and a written list of those witnesses who they deem necessary for the hearing. Representatives of either party will not be restricted from entering documents or summoning witnesses who become known subsequent to the 15-day exchange provided timely notice is given to the opposing party.