

## **ARTICLE 9: INVESTIGATIONS, GRIEVANCES & ARBITRATION**

### **A. Investigations**

1. An employee who has completed the employee's probationary period will not be disciplined or discharged without just cause. Except for attendance/dependability matters below the level of termination warning, the Company will conduct an investigatory meeting with an employee to discuss charges that, with reasonable foreseeability, could result in discipline. The Company will provide written notice to the employee of any such action, and will copy the Union's Local Committee on all such notices. An employee who has completed the employee's probationary period will have access to the grievance process.

2. The Company will follow a progressive discipline system. This will not limit the Company's ability to discharge employees for a single serious offense, to hold an employee out of service without pay, or to issue a disciplinary suspension if circumstances so warrant.

3. Investigatory Meetings If the Company intends to question a non-probationary employee as part of an investigation that, with reasonable foreseeability, could result in discipline:

a. against that employee, The Company will inform the employee under investigation that the employee has the right to have a Union representative of their choice, of those on duty and reasonably available, present during the questioning. Upon request, a second Union Representative may participate as a notetaker only, if on duty and reasonably available. In those limited circumstances involving heightened degrees of discretion and privacy, such as sexual harassment/discrimination or other concerns, the Company may limit Representatives to one per side.

b. Any other employee who is a witness to the investigation may request a Union representative of their choice, of those on duty and reasonably available at a meeting or seek Union advice if a statement is otherwise requested.

c. If the employee elects to have a Union representative present, the Union representative will not interfere with the Company's questioning, but at the conclusion of the Company's questioning will be given an opportunity to ask clarifying questions. The Company must provide copies of all statements produced to the Union representative present at that meeting. The Union representative will be afforded a reasonable opportunity to consult with the employee before the meeting or questioning begins.

d. If the Company receives a statement in an investigation and no Union representative is present for the meeting, the Company will provide the Union with a copy of that statement upon a specific, written request by the Union.

e. This Section A.3 will not apply to Supervisor inquiries of employees in the normal course of work.

f. The Company will inform the employee in writing, with a copy to the Local Committee, the outcome of the investigation. The issuance of proposed charges or discipline will also serve as notification.

~~f. Where a non-probationary Reservations Remote Agent (RRA) is to be disciplined (other than discharge) or questioned as part of an investigation that, with reasonable foreseeability, could result in discipline against that RRA, all discussions between the RRA and the employee's Union representative will be by telephone remote, and the RRA will have a reasonable opportunity to consult with the Union representative on the call before the questioning begins. In the event of discharge, the meeting with the Company and the Reservations Remote Agent's (RRA's) Union representative will, at the RRA's request, be conducted in person at a location designated by the Company.~~

4. Pay Status During Investigations Employees held out of service pending investigation of disciplinary charges will incur no loss of pay, subject to the following:

a. The employee's schedule will be frozen. Employees will be paid for all regularly scheduled hours in their schedule at the time held out of service provided the employee is otherwise fully qualified and available to work. Any awarded trades and overtime will be paid, not to exceed fourteen (14) calendar days provided the employee is otherwise fully qualified and available to work.

b. In the following circumstances except that employees may be held out of service without pay when charged with any of the following: (1) being arrested for or charged with a disqualifying criminal offense that falls under the jurisdiction of the airport or city where the employee works; (2) participating in an unlawful or prohibited job action; (3) refusal or adulteration of a drug or alcohol test; (4) insubordination, or refusal to obey a direct order that is not safety-related; (5) refusal to participate in a Company investigation; (6) an act or threat of abuse or violence; (7) an act of fraud; or (8) use or possession of alcohol, illegal drugs, or weapons on Company property. In the event an employee is held out-of-service without pay, proposed termination charges will be prepared within 30 calendar days from the date the employee was held out of service. If circumstances require an employee to be held out of service without pay and without charge for greater than 30 calendar days, the employee will revert to paid status beginning on the 31<sup>st</sup> day, provided the employee is otherwise fully qualified and available to work. Upon issuance of the proposed charges, the parties will meet to schedule the Investigative Review Hearing within 15 calendar days.

5. Investigative Review Meeting (IRM) No employee will be disciplined to the extent of loss of pay (other than for insubordination, job abandonment or failure to attend a scheduled investigatory meeting) or discharged from employment without a prompt, fair and impartial investigative hearing at which the employee may be represented and assisted by Union Representatives.

a. The Company and the Union at each location agree to establish a designated process to schedule and conduct Investigative Review Meetings. The process will ensure timely and efficient resolution of pending matters and can only be modified by mutual agreement.

b. The parties agree that an IRM will be held expeditiously, within 15 business days, following the issuance of proposed charges.

c. Prior to the hearing-IRM, the Company will give the Union and employee copies of any previous disciplinary action letters which are to be considered, and the Company will advise the Union in writing of the precise charges against the employee. The Union and employee will have at least 72 96 hours advance notice (excluding Saturdays, Sundays, and Holidays) prior to any disciplinary hearing IRM. ,and At least 72 96 hours (excluding Saturdays, Sundays, and Holidays) before the

hearing IRM the Company and the Union will provide to the Union each other copies of documents or records upon which they intend to rely at the hearing IRM. At least 48 hours (excluding Saturdays, Sundays, and Holidays) before the IRM the Union will provide to the Company copies of documents or records upon which they intend to rely at the IRM. Any appeals of discipline imposed as a result of the ~~investigative review hearing~~ IRM will be made directly to Step 3 of the grievance procedure using the rules and time limits which apply to that Step.

d. Following the IRM, the Company will normally issue a decision within 30 calendar days. If the Company needs an extension, they will advise the IAM.

6. Witnesses necessary for a proper disciplinary investigation or hearing will be compensated at their applicable rate for time spent in the investigation or hearing. The employee charged or under investigation will be compensated for time spent in the investigation or hearing at the employee's straight-time rate.

7. Upon written or verbal authorization from the employee, the Company will provide the Union with access to the employee's personnel file at a time and location to be determined by the Company, and the Union will be entitled to copies of any documents contained in the file.

8. Upon receipt of the employee's written request submitted no sooner than 15 months after the date of a disciplinary letter (including letters of warning, reprimand, or suspension), the Company will remove the record of that disciplinary action from the employee's active personnel file. The 15 month waiting period will not include periods while the employee was on layoff, Leave of Absence or Extended Illness Status. Regardless of whether the employee requests removal, disciplinary letters more than 15 months old may not be considered by the Company as part of the employee's past record when assessing subsequent discipline.

a. In instances of disciplinary discharges or discipline involving a violation of the Company's policy against harassment, discrimination, or retaliation (H&D Policy), the record will, pursuant to Section A.8 above, be removed from the employee's personnel file. However, records will remain in the Company's corporate fair employment practices files for 48 months and during that period may be considered in connection with future alleged instances of the employee's violation of the Company's H&D policy.

9. In the event that the Company determines that an employee holding a Lead classification is not meeting the qualifications and performance requirements of the position, the following process will normally apply:

a. The Company will provide the employee with coaching and counseling that makes the employee aware of the employee's performance deficiencies and the improvements or corrections required to bring the employee's performance to acceptable levels to remain in the Lead position.

b. If the employee's performance does not improve to acceptable levels, the Company will provide targeted training reasonably calculated to assist the employee in making the required improvements or corrections.

c. If the employee continues to perform below acceptable levels, a written warning will document that fact and formally notify the employee that failure to correct the employee's performance to a level meeting the qualifications and performance requirements of the Lead position will result in the employee being returned to the basic classification associated with the position. This written warning will remain in effect for 12 months, regardless of whether or when the Company determines that the employee either has improved to acceptable levels or should be returned to the basic classification.

d. At any time after issuance of the written warning while it remains in effect, the Company may return the employee to the basic classification based on its judgment that the employee does not meet the minimally acceptable qualifications and performance requirements of the Lead position.

e. As circumstances warrant, these performance improvement steps may be accelerated or escalated to correct the employee's conduct. Documentation is not subject to automatic purging and will remain in the employee's file until it expires according to its terms.

## **B. Grievances and Arbitration**

1. Purpose If an employee, group of employees, or the Union believes that the Company has either violated the Agreement in how it disciplined or discharged an employee or interpreted or applied the Agreement, the complaint should be settled at the lowest possible level based upon the facts and common sense under the following procedures. The Company will designate a representative(s) at each location where persons covered by this Agreement are employed who is empowered to settle all local grievances not involving change in Company policy, or interpretations, or changes in the intent and purpose of this Agreement.

### 2. Procedures

a. Time Limits Because the ability to research or document issues decreases over time, complaints must be lodged promptly after the disputed event occurs. The Company is not responsible for any monetary remedy extending more than 30 calendar days prior to the filing of the complaint in writing in Step 1. Any Company answers not appealed in writing within the required time limits for any step of the procedure will be considered closed on the basis of the Company's answer, unless the time limits have been extended by mutual written agreement. Complaints not timely answered by the Company are considered denied, and may immediately be appealed to the next step of the procedure. Time limits for hearings, appeals, decisions, and System Board responses exclude Saturdays, Sundays, and Holidays.

b. Stenographic Record Whenever the parties agree that a stenographic record should be made of any investigation or hearing provided for in this Agreement, the cost will be shared equally by both parties to the dispute. When it is not mutually agreed that such a stenographic record should be made, the party that desires such stenographic record may obtain and pay for it. A copy of such stenographic record will be furnished to the other party to the dispute upon request at pro rata cost. The cost of any additional copies requested by either party will be paid by the party requesting them, whether the stenographic record is taken by mutual agreement or otherwise.

c. Management Grievance The Company may file a grievance against the Union. Any such grievances will be filed in writing with the Union's President and Directing General Chairperson, who will provide a written answer within 14 days. If the answer is unsatisfactory, the Company may appeal the grievance to the System Board within 14 days following receipt of the Union's answer.

### 3. Steps

#### a. Step 1

(i) If an employee has a complaint, the employee should first discuss the matter with the employee's Supervisor, who will attempt to settle the matter.

(ii) If the issue is not satisfactorily resolved, the employee may request a Steward to handle the matter with the Supervisor.

(iii) If the matter is still not resolved, within 30 days of when the employee first knew or should have known of the event giving rise to the dispute, the Steward must put the facts in writing on a standard form provided by the Company and give it to the Supervisor, who has 3 days to give the Union a written response. The complaint form and response will not prejudice either party from raising facts or arguments at future steps of this Grievance Procedure.

b. Step 2

(i) If the Union decides to pursue the complaint further, it must be filed in writing with the Company on a standard grievance form within 15 days from the time for the Supervisor's written response in Step 1.

(ii) Unless other provisions in Step 2 apply, the grievance will be considered in a hearing between local management representative(s) and the Local Union Committee within 15 days of the Company receiving the Step 2 grievance form. The Company will provide a written answer to the grievance within 5 days after discussions have concluded. If it is not satisfied with the response, the Union may appeal the grievance to Step 3 of the procedure within 15 days from the Company's written answer. This appeal may contain any disputed or additional germane facts.

(iii) At the request of either party, contract interpretation grievances concerning the intent rather than the application of the Agreement will not be heard in a Step 2 grievance hearing, but instead may be submitted directly to Step 3 of this Grievance Procedure. If upon review at Step 3 the parties agree that a grievance submitted under this Section relates to contract application rather than intent, the grievance will be returned directly to Step 2 for full consideration of all issues.

c. Step 3

(i) If not settled earlier, the grievance will be reviewed by representatives appointed by the Company and Union within ~~40~~ 30 calendar days of the request by either party its referral to Step 3.

(a) If the Union desires a formal hearing at the Step 3 level, the PDGC will make a request through the Director of Labor Relations. The Company will provide a written answer within ~~44~~ 30 calendar days of this review.

(b) If the Company fails to issue a decision within 30 days the Union will have the right to submit the grievance to the System Board of Adjustment.

(ii) If the Union decides to further appeal the answer to the System Board, within 40 days from the Company's answer it must perfect all facts in a written Submission to the Company and the System General Chairperson.

d. Step 4 - System Board of Adjustment If the grievance remains unsettled after being processed through Step 3 above, the System General Chairperson may request the case be heard by the System Board in compliance with Section 204, Title II of the Railway Labor Act as amended.

(i) The System Board

(A) The System Board of Adjustment will consist of 3 members: the Chairperson, a neutral member selected in a manner agreeable to the Company and Union; a Company Member appointed by the Company; and a Union Member appointed by the Union. In matters relating to contract interpretation, all 3 members of the Board will hear and decide the case by majority vote. In disciplinary cases, only the Chairperson will sit on the Board and will alone decide the case.

(D) Notwithstanding Section B.2.b above regarding stenographic records generally, if a stenographic record of a Step 4 System Board hearing is requested by either party, the cost will be shared equally between the parties.

(E) Each party will assume the compensation, travel expense and other expenses of the witnesses it calls or summons. The expenses of the Chairperson will be shared equally by the Company and the Union.

(F) No post hearing briefs will be required following System Board hearings, but either party will be entitled to submit a brief if it so chooses.

(iv) System Board Decisions

(A) The Chairperson will give a written decision within 30 days of the close of the hearing unless extended by mutual agreement.

(B) The Chairperson's copy of all transcripts and/or all records of cases will be filed in a place to be provided by the Company that will be accessible to the parties.