

ARTICLE 28 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES

A. DISPUTE RESOLUTION PROCESS

1. Purpose

a. Intent. The Dispute Resolution Process described herein is intended to create fundamental changes in the method and manner of resolving disputes between the parties, and to facilitate non-adversarial resolution of disputes, wherever possible. This process is applicable to all disputes other than Presidential and Discharge Grievances.

b. Implementation/Training. To ensure the successful implementation of the Dispute Resolution Process, the Company and the APFA agree that joint Alternative Dispute Resolution/Conflict Resolution training shall be conducted for Company and APFA representatives as soon as practicable after ratification of this Agreement. Each party shall be responsible for any costs associated with travel, incidentals, and/or trip removals of their respective participants for the initial training and any training conducted thereafter.¹

c. Railway Labor Act. Nothing within this Dispute Resolution Process is intended in any way to affect or abridge the rights of any individual under the Railway Labor Act.

2. Types of Disputes

a. Individual Dispute. An individual dispute (Individual Dispute) is defined as a dispute between a Flight Attendant and the Company involving any action of the Company affecting him/her, except discharge.

b. Group Dispute. A group dispute (Group Dispute) is defined as a dispute protesting any action of the Company which affects those specifically named Flight Attendants at the same base and in the same manner, e.g., scheduling or pay matter affecting all Flight Attendants on a specific leg on a specific day. Any APFA representative shall be recognized by the Company as the representative of a specific named group of Flight Attendants at her/his base for the purpose of submitting such dispute. The provisions of this Section A. shall apply to the processing of such Group Disputes.

c. Base Dispute. A base dispute (Base Dispute) is defined as a dispute protesting any action of the Company affecting Flight Attendants at the base as a group. The local APFA Chairperson or Acting Base Chairperson designated by the APFA, shall be recognized by the Company as the representative of Flight Attendants at that base for the purpose of submitting such dispute. The provisions of this Section A. shall apply to the processing of such Base Disputes.

3. Notice of Dispute

a. Filing. A Flight Attendant having such a dispute may file an abbreviated, informal document termed a Notice of Dispute (hereinafter referred to as a NOD) in person or through an APFA representative, within ten (10) days, exclusive of Saturdays and Sundays, after becoming aware of such dispute. Such NOD shall be filed with the Manager of Flight Service, or her/his designee. Any and all documents supporting the claim that are in the possession of the Flight Attendant or the APFA representative should be attached to the NOD form at the time of filing.

b. Signature/Authorization. Such NOD must be signed by the individual Flight Attendant(s) affected who is filing the dispute. If the NOD is submitted through an APFA representative, a signed authorization must be submitted to the Company, designating the APFA as the representative of the Flight Attendant(s) affected with respect to the dispute. Employees covered by this Agreement may be represented at a Dispute Resolution

Conference by such person as they may choose and designate, and the Company may be represented by such person as it may designate.

c. Distribution of NOD. Unless the APFA has filed the NOD on behalf of the Flight Attendant, the Company shall provide a copy of the NOD to the local APFA Chairperson, or Acting Base Chairperson designated by APFA, within five (5) working days of the Company's receipt of the NOD.

4. Initial Informal Attempt to Reach Resolution

a. Discussion(s)/Initial Exchange of Documents. After a NOD is filed, the Company, the Flight Attendant(s) and her/his APFA representative should endeavor to discuss and resolve the dispute as soon as possible. The parties will commence the exchange of all documents supporting their respective positions at this point.

b. Resolution. Should the parties be successful in reaching a resolution to the dispute, the matter shall be considered resolved and no further action shall be taken by the parties on the matter except any action necessary to implement the terms of the resolution reached between the parties. Such resolution shall be summarized on the NOD form and shall be provided to the Flight Attendant and the APFA representative involved, or, if none, to the local APFA Base Chairperson or acting Base Chairperson designated by the APFA.

c. Discussions/Resolution Off the Record/Non-Precedential. All matters discussed or decided prior to the Dispute Resolution Conference (DRC), including resolutions, shall be off the record and shall have no precedential effect on any other matter or be admissible or relied upon in any other matter. Notwithstanding the foregoing, the parties are not precluded from referring to such a resolution orally and in general terms, and should not refer to specific bases or number of such resolutions reached in other DRCS or initial informal discussions under this procedure.

5. Dispute Resolution Conference

a. Purpose. Should the initial attempts to reach resolution be unsuccessful, a meeting hereinafter referred to as a Dispute Resolution Conference (DRC) shall be scheduled. The purpose of the DRC shall be to attempt to reach an acceptable resolution of the dispute informally.

b. Scheduling Coordination. The scheduling of a DRC shall be coordinated through the Flight Service Base Manager's office at the Flight Attendant's base station.

c. DRC Held Within 30 Days. The DRC shall be held within thirty (30) days following receipt of the NOD at a time and date mutually agreed upon, unless the parties otherwise agree.

d. Participants at DRC. Except as noted below, participants at the DRC shall be limited to the Flight Attendant(s) who filed the NOD, her/his APFA representative, a Company representative and a Facilitator. In all matters involving an individual Flight Attendant's performance or attendance, or a personal matter, the Flight Attendant shall be present at the DRC. In all other disputes, such as scheduling, contractual or other policy issues, the Flight Attendant may elect not to attend the DRC and be represented at the DRC by her/his APFA representative.

e. Summary of Issues. Prior to, or at the beginning of the DRC, the Flight Attendant, or her/his APFA representative, shall briefly summarize on the NOD form the matter at issue and the remedy sought. For Group or Base Disputes, as defined in paragraphs 2.b. and c. above, the APFA representative shall provide this summary on the NOD form.

f. Facilitator

(1) **Selection.** The DRC shall be facilitated by the Flight Service Base Manager or her/his designee, i.e., a peer Flight Service Manager. The Company shall select the Facilitator, except that any individual who is or was materially involved in the decision and/or the events leading to the NOD shall not be eligible to serve as the Facilitator at the DRC for that NOD. The Company shall consider the recommendation of the APFA grievance representative in the selection of the Facilitator for a DRC.

(2) **Role.** The role of the Facilitator shall be non-adversarial. The Facilitator shall assist the parties in fashioning an acceptable resolution to the dispute.

(3) **Discussions with Facilitator - Off the Record/Non-Precedential.** The Facilitator shall review all of the documents exchanged and presented by the parties, and provide the parties with an opportunity to openly discuss the dispute. All matters discussed or decided at the DRC, including recommendations, whether accepted or rejected, and resolutions, shall be off the record and shall have no precedential effect on any other matter or be admissible or relied upon in any other matter. Notwithstanding the foregoing, the parties are not precluded from referring to such a resolution or accepted recommendation orally and in general terms, and should not refer to specific bases or number of such resolutions or accepted recommendations reached in other DRCS or initial informal discussions under this procedure.

g. **Document Exchange.** At the DRC, the parties shall exchange all documents not previously exchanged supporting their respective positions. This exchange should continue throughout the process as documents become known to any of the parties, until such time as the dispute is finally resolved in accordance with this Agreement. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged from any documents exchanged.

h. Resolution

(1) If an agreement resolving the matter in dispute is reached by the parties during the DRC, the Facilitator shall summarize the agreement on the NOD form.

(2) All participants at the DRC shall sign the agreement.

(3) The dispute shall be considered resolved and no further action shall be taken by the parties on the matter except any action necessary to implement the terms of the agreement reached between the parties.

(4) The Company shall provide a copy of the completed NOD form to the Flight Attendant and the APFA representative involved, or, if none, to the local APFA Base Chairperson or acting Base Chairperson designated by the APFA.

i. Failure to Resolve/Facilitator's Recommendation

(1) If no agreement resolving the matter in dispute is reached by the parties during the DRC, the Facilitator shall issue a written, non-binding recommendation.

(2) The recommendation shall be issued as a separate document apart from the NOD form.

(3) The Facilitator shall issue the recommendation at the conclusion of the DRC, unless otherwise agreed to by the parties, and in no event shall the recommendation be issued later than three (3) working days following the conclusion of the DRC.

(4) A copy of the recommendation, when issued, shall be provided to the Flight Attendant(s), and to both the Company and the APFA locally.

j. Acceptance of Facilitator's Recommendation - Notification/Confirmation

(1) The Flight Attendant(s), or the APFA representative, as applicable, shall have five (5) days exclusive of Saturdays and Sundays, from receipt of the Facilitator's recommendation to notify the Flight Service Base Manager, or her/his designee, that the recommendation is accepted.

(2) In the case of an Individual or Group Dispute, the Flight Attendant(s) shall notify the Flight Service Base Manager, or her/his designee, of her/his acceptance by:

(a) signing the recommendation form indicating her/his acceptance and returning the completed form to the Flight Service Base Manager, or her/his designee;

(b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone; or

(c) authorizing her/his APFA representative to communicate to the Flight Service Base Manager, or her/his designee, her/his acceptance either orally or in writing.

(3) In the case of a Base Dispute, the APFA representative shall notify the Flight Service Base Manager, or her/his designee, by:

(a) signing the recommendation form indicating her/his acceptance and returning the completed form to the Flight Service Base Manager, or her/his designee; or,

(b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone.

(4) In all cases, the acceptance must be communicated within five (5) days, exclusive of Saturdays and Sundays, from receipt of the Facilitator's recommendation. In all cases where the Flight Attendant, or the APFA representative, as applicable, has communicated her/his acceptance orally, such acceptance must be confirmed in writing to the Flight Service Base Manager, or her/his designee.

(5) Once acceptance is received, the NOD shall be considered resolved and no further action shall be taken by the parties on the matter except any action necessary to implement the terms of the recommendation.

(6) A copy of the signed recommendation form and acceptance of the recommendation shall be provided by the Flight Service Base Manager, or her/his designee, to each of the parties, and to the APFA representative involved, or, if none, to the local APFA Chairperson or Acting Base Chairperson designated by the APFA.

k. Rejection of Facilitator's Recommendation - Notification/Confirmation

(1) In the case of an Individual or Group Dispute, the Flight Attendant(s) shall notify the Flight Service Base Manager, or her/his designee, of her/his rejection by:

(a) signing the recommendation form indicating her/his rejection and returning the completed form to the Flight Service Base Manager, or her/his designee;

(b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone; or,

(c) authorizing her/his APFA representative to communicate to the Flight Service Base Manager, or her/his designee, her/his rejection either orally or in writing.

(2) In the case of a Base Dispute, the APFA Representative shall notify the Flight Service Base Manager, or her/his designee, of her/his rejection by:

(a) signing the recommendation form indicating her/his designee, of her/his rejection and returning the completed form to the Flight Service Base Manager, or her/his designee; or

(b) orally notifying the Flight Service Base Manager, or her/his designee, either in person or by telephone.

(3) In the event the Flight Attendant or APFA Representative, as applicable, provides no response within ten (10) days, exclusive of Saturdays and Sundays, following receipt of the recommendation, the recommendation shall be deemed rejected and dispute may be submitted to the System Board for adjudication.

(4) In any case where a recommendation has been rejected, the Company shall provide a copy of the signed rejected recommendation to APFA Headquarters within five (5) working days of receipt; or, if no written response is forthcoming within ten (10) days, exclusive of Saturdays and Sundays, from issuance of the recommendation, the Company shall notify APFA Headquarters in writing, within five (5) working days, that such recommendation has been deemed rejected.

(5) In all cases where a recommendation has been rejected, for record keeping purposes, the Flight Attendant(s) or the APFA Representative, as applicable, shall submit a signed copy of such rejection within thirty (30) days following receipt of the recommendation.

I. Observers at a DRC ²

(1) The parties recognize that the attendance of an observer may affect the conduct and informality of a DRC. Accordingly, as a rule, observers will not attend DRCs, but in the event that an observer is in attendance, the following shall apply:

(a) A single observer for each side can attend a DRC for training purposes only either as a trainee or as a trainer of a participant, as described herein.

(b) An individual who has filed a NOD shall have the right to exclude observers from the DRC.

(c) Unless otherwise mutually agreed, an individual is limited to attending one (1) session of a DRC(s) as an observer trainee and only within that individual's division. It is agreed that a session shall be limited to one (1) day.

(d) A DRC shall not be rescheduled to accommodate the attendance of an observer.

(e) If either party elects to have an observer in attendance at a DRC, such party shall notify the other party of the identity of such observer no later than three (3) days, exclusive of Saturdays and Sundays, prior to the DRC. If the scheduling of the DRC precludes such notice, then notice shall be given as soon as practicable.

(f) It is agreed that an observer at a DRC is not a participant. Therefore, such individual may not speak or otherwise participate in the DRC or call for or participate in breaks.

(g) If the observer does not comply with the conditions of this Letter of Agreement, then at the request of any participant, the observer may be excluded.

6. Submission to System Board. Once the recommendation has been rejected, the NOD may be submitted as a grievance to the System Board of Adjustment, as provided for in Article 29 of this Agreement. The submission of a dispute to the System Board of Adjustment must be made within thirty (30) days of APFA Headquarters receipt of the rejected recommendation. The submission to the System Board of Adjustment shall include a formal and specific grievance statement, including the matter at issue and the remedy sought, the NOD, and a copy of all documents exchanged to date.

7. Conversion of Individual, Group and Base Disputes to Presidential Grievances. At any time after a NOD is filed in accordance with Section A of this Article, and prior to submission to the System Board of Adjustment, APFA may determine that a particular dispute involves a contractual or a policy issue which cannot be resolved at a local level and should be converted to a Presidential Grievance. In such case, a formal and specific statement of grievance shall be filed, and the dispute processed in accordance with the Presidential Grievance procedures detailed herein. The Company may recommend that a NOD is appropriate for conversion to a Presidential Grievance, and the APFA shall consider the Company's recommendation.

B. DISCHARGE/PRESIDENTIAL GRIEVANCES

1. Discharge

a. Notification of Discharge/Request for Investigation and Hearing. A Flight Attendant shall not be discharged from the service of the Company without written notification of such action which shall contain the precise charges, nor without an investigation and hearing thereon, provided that such Flight Attendant makes written request for such investigation and hearing within ten (10) days, exclusive of Saturdays and Sundays, after receipt of notification. A copy of such discharge will be sent to the APFA Base Chairperson and the APFA Division Representative, simultaneously, with employee notification, unless the employee being discharged requests otherwise.

(1) Hearing Officer. Such written request for an investigation and hearing shall be addressed to, and such hearing conducted by, the Managing Director, Flight Service, or her/his designee.

(2) Investigation and Hearing Held Within 10 Days. Such investigation and hearing shall be held within ten (10) days, exclusive of Saturdays and Sundays, of the receipt of the Flight Attendant's written request therefor.

b. Hearing. At the hearing, both parties shall present an explanation of their respective positions by describing the evidence and setting forth their arguments. The Company shall present its explanation first. Should either party desire to call a witness or witnesses to give testimony in support of her/his respective position, such witness shall be subject to questioning by the other party.

c. Document Exchange. Documents supporting the respective positions of the parties may be exchanged at the hearing at the option of either party. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged from any documents exchanged. It was agreed, that in a spirit of cooperation and in an effort to promote a mutually respectful and trusting working relationship, the Company and APFA will encourage their representatives to fully exchange all documents used in support of their respective positions at all First Level Discharge Hearings. Should a problem subsequently develop as a result of this exchange of information, the Company and/or the APFA may elect not to exchange such information at First Level Hearings in the future, at either parties option, consistent with the terms of the Collective Bargaining Agreement.³

d. Decision. The official conducting the hearing shall render a decision as soon as possible but no later than ten (10) days, exclusive of Saturdays and Sundays, after the close of such hearing.

e. Appeal. If the decision of the Managing Director, Flight Service, or her/his designee, is not satisfactory to the Flight Attendant, the matter may be appealed to the American Airlines Flight Attendant System Board of Adjustment as provided for in Article 29 of this Agreement provided said appeal must be submitted within thirty (30) days of receipt of the decision of the Managing Director, Flight Service, or her/his designee.

f. Withhold from Service. A Flight Attendant may be held out of service by the Company pending such investigation, hearing and the appeals therefrom.

g. Exoneration

(1) Reinstatement. If, as a result of any hearing or appeal therefrom, as provided herein, a Flight Attendant is exonerated, s/he shall, if s/he has been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which s/he would have ordinarily earned had s/he been continued in service during such period.

(2) Personnel Record. If, as a result of any hearing, or appeal therefrom, as provided herein, the Flight Attendant shall be exonerated, the personnel record shall be cleared of the charges.

2. Presidential Grievances

a. Filing. The President of the APFA may protest, in writing, to the Vice-President, Employee Relations, of the Company any action of the Company or any alleged misapplication or misinterpretation of this Agreement within forty-five (45) days after such alleged action, misapplication or misinterpretation has been ascertained.

b. Decision. The Vice President of Employee Relations shall evaluate such grievance and render a decision, in writing, within twenty (20) days after it has been received.

c. Appeal. If the decision of the Vice President, Employee Relations is not satisfactory, an appeal may be made, in writing, within twenty (20) days to the System Board of Adjustment, as provided in Article 29 of this Agreement.

3. General

a. Failure to Appeal Within Time Limits. If any decision made by the Company under the provisions of this Article is not appealed by the Flight Attendant(s) affected within the time limits prescribed herein for such appeals, the decision of the Company shall become final and binding.

b. Time Limits. It is agreed by the parties hereto that the periods of time for hearings, decisions and appeals, established in this Article, shall be considered as maximum periods of time and that when hearings, decisions and appeals can be handled in a period of time less than the maximum time stipulated, every effort will be made to expedite such cases.

c. Stenographic Reports. When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing

shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

d. Representation at Hearings. Employees covered by this Agreement may be represented at hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented either orally or in writing, or both, and through witnesses.

e. Grievance Matters to be in Writing. All matters handled under the procedure provided for in paragraph B. of this Article shall be in writing and shall be signed by the employee or a representative designated by him/her, and all decisions shall be in writing.

f. Representatives/Witnesses. When, under the operation of this Agreement, a Flight Attendant is chosen to act as the representative of, or witness for, another Flight Attendant against whom charges have been preferred, such Flight Attendant shall, when the requirements of the service permit, be given leave of absence of a time sufficient to permit him/her to appear as such representative or witness.

g. Submission to the System Board. All submissions to the System Board of Adjustment shall be made in accordance with the provisions of Article 29 of this Agreement.