

**SECTION 26**  
**GRIEVANCE PROCEDURES**

A. Disciplinary Suspensions and Discharge

1. In the event of any alleged action or inaction by a Flight Attendant which in the opinion of the Company may result in suspension or discharge, the Flight Attendant shall be notified in writing of the precise charge or charges and of her/his right to contact the Union for representation at the hearing.
2. Within ten (10) days after the issuance of the Letter of Charge, the Manager Onboard Service/designee shall arrange for and conduct a hearing on the matter, provided, however, that a Flight Attendant shall be given the necessary time in which to secure the presence of witnesses and a Union representative who may accompany and represent her/him at such hearing. In the event either party is unable to meet within said ten (10) days, the hearing shall be held at a mutually agreeable time.
3. The Manager Onboard Service/designee shall, within fifteen (15) days after the close of such hearing, issue a decision in writing to the Flight Attendant and, unless otherwise requested by her/him, to the LEC President, LEC Grievance Chairperson, MEC President, MEC Grievance Chairperson and the Legal Department of the Union.
4. The Flight Attendant, if dissatisfied with the Manager Onboard Service's decision, may within thirty (30) days following receipt thereof make written appeal to the "United Air Lines Flight Attendant System Board of Adjustment". The Flight Attendant may authorize, in writing, her/his representative to process the appeal.
5. In no event shall the designee as referred to in Paragraph A.2. of this Section be the same management representative who issued the Letter of Charge.

B. Disciplinary Letters (Letters of Warning)

1. a. A disciplinary letter issued to a Flight Attendant shall contain the precise reason(s) for the action being taken. In addition, such letters shall conclude with a statement that in the event the Flight Attendant is dissatisfied with the letter, she/he may, within thirty

(30) days, make a written appeal to the Manager Onboard Service for a review of the letter.

- b. A Flight Attendant who has received a disciplinary letter from the Company may within thirty (30) days thereafter make a written request to her/his Manager Onboard Service for a review of the discipline.
  2. Within fifteen (15) days after receipt of the request for review, the Manager Onboard Service/designee shall conduct a hearing on the matter. At such hearing, the Flight Attendant may be accompanied and represented by her/his representative and/or witnesses, and the Manager Onboard Service/designee shall issue a written decision within fifteen (15) days after the close of such hearing to the Flight Attendant, and unless otherwise requested to the LEC President, LEC Grievance Chairperson, MEC President, MEC Grievance Chairperson and the Legal Department of the Union.
  3. Further appeal procedures by the Flight Attendant shall be in accordance with Paragraph A.4. of this Section.
  4. The time limits of this Paragraph shall be applicable to Oral Warnings.
- C. Non-Disciplinary Actions, Contract Matters and Company Policies
1. a. A group of Flight Attendants or a Flight Attendant who has a grievance concerning any action of the Company which affects her/him, except as may arise out of disciplinary action, shall discuss such matter with her/his Supervisor within one hundred twenty (120) days after she/he reasonably would have knowledge of such grievance. The Supervisor shall have ten (10) days in which to announce a decision.
  - b. In the event the Flight Attendant is dissatisfied with the decision of the Supervisor, she/he may within fifteen (15) days following the announced decision make written request for an appeal hearing or an appeal review to the Director Labor Relations-Onboard. Such request for review or hearing shall include the name of the supervisor with whom the matter was discussed, the date the answer was given, and a statement by the Flight Attendant explaining her/his position on the matter.
  2. The Director Labor Relations-Onboard/designee shall review the appeal, which review may include a hearing if either party requests

one, and render a decision within fifteen (15) days after said review or hearing. Such decision shall be issued to the Flight Attendant and, unless otherwise requested by her/him to the LEC President, LEC Grievance Chairperson, MEC President, MEC Grievance Chairperson and the Legal Department of the Union.

3. Further written appeal by the Flight Attendant or her/his authorized representative shall be to the "United Airlines Flight Attendant System Board of Adjustment" provided that appeal is made within thirty (30) days after receipt of the Company's decision by the Flight Attendant or her/his representative(s).

#### D. MEC Grievances

The Master Executive Council President may by written request ask for a review by the Director Labor Relations-Onboard of any alleged misapplication or misinterpretation of this Agreement which is not at the time the subject of a grievance. The relief sought shall be limited to a change of future application or interpretation of the Agreement. The Director Labor Relations-Onboard/designee shall have twenty (20) days after receipt of the request for review in which to investigate and issue a decision. If the decision is not satisfactory, further appeal may be made in writing by the MEC President or the Union to the "United Air Lines Flight Attendant System Board of Adjustment" provided this is done within thirty (30) days after receipt of the decision. It shall be understood such right under this Paragraph shall not apply to hypothetical cases or situations.

#### E. LEC Grievances

1. The Local Executive Council President of each domicile may ask for a review in writing to the Director Labor Relations-Onboard of any alleged misapplication of the Agreement affecting Flight Attendants at that domicile which is not at the time the subject of a grievance. The relief sought shall be limited to a change of future application or interpretation of the Agreement. After the receipt of the request for review, the Director Labor Relations-Onboard and the LEC President or their designee shall meet as soon as practicable and a decision shall be rendered within seven (7) days of such hearing. It shall be understood such right under this Paragraph shall not apply to hypothetical cases or situations.
2. Further appeal procedures by the LEC President shall be in accordance with Paragraph C.3. of this Section.

#### F. General

##### 1. Holding Out of Service

- a. Nothing in this Section 26 shall prevent the Company from holding a Flight Attendant out of service with pay pending a hearing and decision as contemplated in Paragraphs A.1., 2. and 3. of this Section. In the event such hearing and decision result in the Flight Attendant's discharge from the Company, the time held out of service after the issuance of the precise charge or charges shall be without pay up to a maximum of ten (10) days.
- b. If a Flight Attendant is held out of service for any reason, she/he shall be furnished such reasons in writing, if requested.

##### 2. Probationary Flight Attendants

Nothing in this Section shall be construed as extending the right of hearing relating to discipline and discharge to a Flight Attendant during her/his probationary period.

##### 3. Exoneration

- a. If, as a result of any hearing or appeals therefrom as provided herein, a Flight Attendant is exonerated, she/he shall, if she/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 would have ordinarily been earned had she/he been continued in service during such period.
- b. If, as a result of any hearings or appeals therefrom as provided herein, the Flight Attendant is exonerated, the charges shall be expunged from the personnel record.

##### 4. Transportation and Time Off - Witnesses/Representatives.

When under the operation of this Section 26, a Flight Attendant hereunder is chosen to act as the representative of or a witness for another Flight Attendant, such Flight Attendant shall be given leave of absence for a time sufficient to permit appearance as such representative or witness. Such witnesses and representatives who are employees of the Company shall be furnished with non-revenue positive space (NRPS) transportation from the point of duty to the point of hearing and return.

#### 5. Stenographic Report

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. When it is not mutually agreed that a stenographic report of the proceedings be taken and such stenographic record of the investigation and hearing is made by either of the parties to the dispute, a copy 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.

#### 6. Right to a Witness

If more than one (1) management representative is present (including the Supervisor) at a conference with a Flight Attendant concerning a matter which may result in disciplinary action, such Flight Attendant will be advised by the Company of her/his right to have a witness of her/his choice present, provided such witness will be available within a reasonable period of time not to exceed twenty-four (24) hours.

#### 7. Observers

Either the Company or the grievant may request that a hearing be closed to observers.

#### 8. Right To Documents

When a Flight Attendant is brought in for a discussion which may lead to discipline, the Flight Attendant will be provided copies of all documents or reports related to that discussion, before the discussion begins.

#### 9. Extension of Time Limits

Nothing in this Section shall prevent the parties from mutually agreeing to extension of the time limits provided herein.

#### 10. Non-Disciplinary Grievance Records

Grievances not involving disciplinary action and all related grievance correspondence shall not be filed, included or recorded in any form in the Flight Attendant's personnel file.

11. All letters of decisions shall conclude with a statement that in the event the Flight Attendant is dissatisfied with the decision rendered, a written appeal under the provision of Section 26.A.4., of the Agreement may be made within thirty (30) days for appeals to the System Board of Adjustment.
12. If any decision of the Company under the provisions of this Section is not appealed by the grievant(s) within the time limits prescribed herein for such appeal or any extension mutually agreed upon, the decision of the Company shall be final and binding. If any hearing or decision required of the Company under the provisions of this Section is not provided within the time limits herein, or any extension mutually agreed upon, the grievant(s) may consider the request denied and may appeal it to the next step of the grievance procedure.