

ARTICLE 31 - GRIEVANCE PROCEDURES

(a) Should any controversy arise between the Company and an employee or a group of employees as to the meaning of any of the terms of this Agreement concerning rates of pay, rules or working conditions, or should any employee feel that in the application by the Company to him of any of the terms of this Agreement concerning rates of pay, rules or working conditions, he has been treated unjustly, such employee may present his grievance in person or through his representative within ten (10) days, exclusive of Saturdays, Sundays and holidays, of his becoming aware of such alleged unjust treatment, to the Managing Director Dispatch Operations under whose supervision the employee falls, or his designated representative, who shall evaluate the grievance and render his decision as soon as possible but not later than ten (10) days, exclusive of Saturdays, Sundays and holidays, following receipt of said grievance.

(b) If the decision of the Managing Director Dispatch Operations or his designated representative is not satisfactory to the employee, it may be appealed within ten (10) days, exclusive of Saturdays, Sundays and holidays, to the Managing Director-System Operations Control who will, either personally or through a designated representative, render a decision thereon as soon as possible but not later than ten (10) days, exclusive of Saturdays, Sundays and holidays, after the appeal is submitted to him.

The inability of the Managing Director-System Operations Control to complete the investigation and render his decision within ten (10) calendar days will permit the Union to file directly for arbitration and result in a monetary penalty of eight (8) hours additional pay, as if working, to the grievant. Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance.

(c) If the decision of the Managing Director-System Operations Control or his designated representative is not satisfactory to the employee whose grievance is being considered, the matter may be appealed to the "American Airlines Flight Dispatchers' System Board of Adjustment", as provided for in Article 32 of this Agreement, provided said appeal must be submitted within twenty (20) days of receipt of the decision by the Managing Director-System Operations Control or his designated representative and provided further that the System Board of Adjustment has jurisdiction over the matter.

All submissions to the System Board of Adjustment will be made in conformity with paragraphs (h) and (j) of Article 32.

(d) An Accredited International Representative, the President of Local 542 of the Union, or the American Airlines Section Chairman of the Union or designated Company official who believes that any provision of this Agreement has not been

or is not being properly applied or interpreted and which has not yet become the subject of an actual grievance, shall have the right within ten (10) days after such alleged misapplication or misinterpretation has been ascertained to protest such violation in writing to the other party, who shall evaluate such protest and render a decision in writing within fifteen (15) days. Protests filed by an Accredited International Representative shall be limited to those disputes involving employees at the Dispatch Center or which involve application or interpretation of this Agreement.

Disputes in respect to actual grievances shall be handled exclusively according to the provisions of this Article.

When actual grievances have been filed other than under this sub-paragraph, the Union may rescind such grievances and initiate a protest under this sub-paragraph, should it desire, within ten (10) days after such rescission.

A protest initiated by the Union under this sub-paragraph shall be submitted to the Managing Director-System Operations Control or his designated representative.

(e) If no settlement is reached under paragraph (d) of this Article, an appeal may be made in writing within thirty (30) days to the System Board of Adjustment established under Article 32 of this Agreement.

(f) If any decision made by an official of the Company under the provisions of this Article is not appealed by the employee affected or by the Union in the case of a protest within the time limit prescribed herein for such appeals, such decision shall be final and binding.

(g) When, under the operation of this Agreement, an employee hereunder is chosen to act as the representative of or a witness for another employee against whom charges have been preferred, such employee shall, when the requirements of the service permit, be given leave of absence for a time sufficient to permit him to appear as such representative or witness.

(h) Grievances involving wage claims must be filed promptly after the cause giving rise to the grievance is evident and wage claims shall not be valid and collectible for a period longer than thirty (30) days prior to the date of discussing the grievance as provided in paragraph (a) f this Article or the date the grievance arose, whichever is more recent.

(i) All grievances handled under the procedure provided above will be in writing and will be signed by the employee whose grievance is being handled. In cases in which the aggrieved employee authorizes his representative to handle his grievance for him, the submission of the grievance or appeal will be accompanied by a statement signed by the employee fully authorizing his

representative to act for him in the disposition of his grievance. Two (2) copies of all grievance answers will be given to the Local Union.

(j) An employee who has a grievance may present his grievance to his immediate supervisor during regular work hours. An Accredited Representative of the Union may investigate, discuss and present a grievance of an employee or employees during regular work hours without suffering loss of pay for time so spent.

(k) If any decision made by the Company under the provisions of this Article is not appealed by the employee affected within the time limit prescribed herein for such appeals, the decision of the Company will become final and binding.

(l) If, as a result of a decision in any of the steps of the grievance procedure, an employee is exonerated, all related disciplinary records will be removed from the employee's personnel file. In addition, if he has been held out of service, he will be reinstated without loss of seniority and he will be paid at regular rates for his regularly scheduled hours as if working.

(m) When it is mutually agreed that a stenographic report is to be taken of any 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 is to be taken, any written record available of the hearing made by either of the parties to the dispute will be furnished to the other party to the dispute upon request, provided that the cost of the written record requested will be borne equally by both parties to the dispute.

(n) Upon the request of an Accredited Union Representative, the Company will inform the Union of its decision on any grievance regarding which a formal hearing or investigation has been held at which the aggrieved employee was not represented by his Accredited Union Representative.