

ARTICLE 32 - BOARDS OF ADJUSTMENT

(a) System Board of Adjustment

(1) Pursuant to the provisions of the Railway Labor Act, as amended, the parties establish a System Board of Adjustment and Area Boards of Adjustment for employees covered by this Agreement.

(2) The Boards will have jurisdiction only over disputes between the Company and the Union or any employee or employees governed by this Agreement growing out of grievances involving discipline, discharge and interpretation or application of this Agreement including disputes over the content of an employees personnel file, whether hard copy or electronic, to the extent such information can be used for discipline. The Boards will have no jurisdiction, whatsoever, over proposals or disputes relating to general changes in hours of work, rates of pay, rules, or working conditions. Proposals relating to general changes in hours of work, rates of pay, rules, or working conditions will be handled in the manner provided for in Article 47 of this Agreement. Board Hearings may be postponed, in writing, by mutual agreement of the Director of the Air Transport Division and the Vice President – Employee Relations.

(3) The System Board of Adjustment will be composed of a Company member, a Union member, and a neutral referee. Either party may cause the services of the neutral referee to be terminated, except as to cases already submitted to him pending a decision, by giving written notice to the other party and to the neutral referee.

(4) If a neutral vacancy occurs and the Company and the Union cannot agree on a successor within fifteen (15) calendar days unless extended by mutual agreement, the American Arbitration Association will be requested to select a neutral in the manner described in Rule 12 of its Voluntary Labor Arbitration Rules, as amended.

(5) The System Board will meet in the city where the general offices of the Company are maintained, unless a different location is agreed upon by the Union and the Company.

(6) In order to expedite System Board Hearings, the parties may agree to hear procedural issues, such as alleged 29(f) violations, timeliness issues, or jurisdictional issues, prior to the presentation of the merits of the case.

(b) Procedures Generally Applicable to the Board

(1) If the designated Company representative and the designated Union representative for any Board jointly consider a case of sufficient urgency and importance to warrant an expedited hearing, a hearing will be scheduled

within fifteen (15) calendar days, unless shortened or extended by mutual agreement, of their decision to expedite the case.

(2) An appeal to a grievance decision arising out of Articles 29, 30, and/or 31 will be submitted in writing, as provided below, and includes the following information:

- (a) the name, personnel number, job classification, and the number of the Local Union for the employee(s) involved;
- (b) a statement that the provisions of Articles 29, 30, and/or 31 have been exhausted;
- (c) a statement of the nature of the dispute, including the articles in question, and whether the dispute involves discipline/discharge or a contract interpretation or application;
- (d) the position or contention of the party filing the submission;
- (e) the remedy sought.

(3) The written appeal will be sent to the International TWU in the form of a petition. The International TWU will assign a case number and forward the appeal and two (2) copies, with the case number noted on each, to the Employee Relations Department. The scheduling of cases to be heard before the Boards is an administrative matter addressed by mutual agreement between the Union and the Company.

(4) A petition will be served upon the other party, who shall have the right, within fifteen (15) days after receipt to file a written answer.

(5) Employees and the Company may be represented at Board hearings by any person or persons as they may choose and designate. Evidence may be presented either orally or in writing or both.

The advocates will exchange all documents they may enter and the names of witnesses they may call in their direct case no later than ten (10) calendar days prior to the date set for the hearing. Nothing in this paragraph will require either advocate to present the documents or the witnesses provided above during the course of the hearing. The advocates will not be restricted from entering documents or calling witnesses that become known subsequent to the ten (10) calendar day exchange, provided a minimum of forty-eight (48) hours notice is provided to the other advocate and copies are submitted to the other advocate prior to the presentation of the direct case. The advocate receiving the late document or witness has the option to postpone the hearing in light of the new document or witness.

(6) Upon the request of either party to the dispute or of two (2) Board members, a Board will summon witnesses to testify at Board hearings. The Company will cooperate to ensure that all witnesses summoned by the Board will appear in a timely fashion. Reasonable requests by the Union for employee witnesses will be honored. The requests for witnesses will normally not exceed those who can be spared without interference with the service of the Company. Disputes arising from this provision will be immediately referred to the Director of the Air Transport Division and the Vice President of Employee Relations, or their respective designees, for resolution.

(7) A majority vote of all members of a Board will be sufficient to make a finding or a decision with respect to any dispute properly before it, and the finding or decision will be final and binding upon the parties to the dispute. The Union and the Company will at all times have their respective Board members available at the convenience of the various neutral referees, and alternate members will be provided by the Union or the Company, as the case may be, whenever its regular Board member is not available. If an alternate member is not provided within a reasonable period of time, the neutral referee will proceed with the hearing and decision of the matters before the Board without participation by the absent member. In that case, the decision of the neutral referee will constitute the decision of the Board.

(8) The failure of a Board to decide a dispute under the procedure established in this Article will not serve to foreclose any subsequent rights or procedures which the Railway Labor Act, as amended, may provide with respect to the settlement of those disputes, and nothing in this Agreement will be construed to limit, restrict, or abridge the rights or privileges accorded to either the employees, or to the employer, or to their duly Accredited Representatives, by said Act.

(9) Board findings and decisions will be stated in writing and will be rendered within thirty (30) calendar days from the close of hearing, unless the period is extended by agreement of the parties to the dispute. In each case a copy of the finding or decision will be furnished the Company, the Union, and the employee or employees that are parties to the dispute. If a dispute arises as to the interpretation of the finding or decision, then, upon request of the Company, the Union, or the employee or employees that are parties to the dispute, the Board will interpret the finding or decision.

(10) The System Board and each Area Board will keep complete and accurate records of all matters submitted to it and of all findings and decisions made. A stenographic record at all Boards will be taken if requested by either party to the dispute. In that case, the cost of the record will be borne by the requesting party. The other party, upon request, will be furnished a copy of the record, in which case the cost of that record will be borne equally by both parties to the dispute.

(11) Each party will assume the compensation, travel expense, and other expenses of its Board members and the witnesses it summons.

(12) So far as space is available, witnesses who are employees of the Company will receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.

(13) Each Board, upon agreement of a majority of its members, will have the authority to incur expenses necessary for the proper conduct of the business of the Board. Those expenses, as well as the expense of each neutral referee, will be shared equally by the parties. Union Board members who are employees of the Company will be granted necessary leaves of absence for the performance of their duties as Board members. So far as space is available, the Board members will be furnished free transportation over the lines of the Company for the purpose of attending Board meetings to the extent permitted by law.

(14) Every Board member will be free to discharge his duty in an independent manner, without fear that his individual relations with the Company, the Union, or with the employees covered by this Agreement may be affected in any manner by any action taken by him in good faith in his capacity as a Board member. Each party will specifically instruct each Board member selected that he will at all times, while serving in that capacity, act not as a partisan or advocate of a partisan group or cause but will act and serve solely to render impartial findings and just decisions.

(e) Procedures for Finalizing Awards

The following procedures are provided in order to standardize the arbitration process and avoid any controversy regarding the deliberations and discussion associated with the publication of System and Area Boards of Adjustment awards:

(1) Executive sessions for every case should take place at the conclusion of the hearing, or at such time as agreed upon by a majority of the Board at the conclusion of the hearing. This postponed executive session may be necessary due to the submission of briefs or other post-hearing issues and should be the exception, not the rule.

(2) An arbitrator's draft decision, distributed to the Board unsigned, may be changed to any extent agreeable to a majority of the Board. A written decision, once executed and signed by the neutral arbitrator, may only be modified as to content by agreement of all Board members.

(3) The Board members are not to discuss the decision of the Board with anyone other than the Board members prior to the publication of the award by the Administrator of the System Board.

(4) No ex-parte communication concerning the case (that is, discussion held without the presence of the full Board) are permitted at any time.

(5) The details of the Board's deliberations must be held confidential by virtue of the Board's intended neutrality. No Board member should divulge the nature or content of the discussions held between the Board members in reaching their decision.

(6) The System Board distribution policy will include sending System Board decisions directly to the TWU International, the Vice-President Employee Relations and to the Local Union involved who will then notify the grievant.

