

ARTICLE 30 - GRIEVANCE PROCEDURE FOR DISMISSAL/CORRECTIVE ACTION

(a) An employee who has passed his probationary period will not be dismissed from the service of the Company or be issued corrective action without written notification of that action. The notification will include the reason or reasons for his dismissal or corrective action.

An employee who believes that he has been unjustly dealt with as a result of dismissal or corrective action, may submit his written grievance in person or through his representative within seven (7) calendar days of receiving the notification. Such grievance must be submitted to the Chief Operating Officer with a copy to the appropriate Human Resources Representative. An Appeal from dismissal will be made, in writing, by the employee within seven (7) calendar days after receiving the notification and will be addressed to the Chief Operating Officer, with a copy to the appropriate Human Resources Office. The Chief Operating Officer will fully investigate the matter and render his written decision as soon as possible, but not later than twelve (12) calendar days following the receipt of the appeal, unless mutually agreed otherwise. A copy of the written decision will be provided to the Union.

The inability of the Chief ~~Operation~~Operating Officer to complete the investigation and render his decision within twelve (12) calendar days will permit the Union to file directly for arbitration, within the time limits prescribed in Article 30(b). For grievances related to corrective action, this will result in a monetary penalty of eight (8) hours additional pay, as if working, to the grievant. For dismissal cases, and this will result in a monetary penalty equivalent to four (4) hours of pay as if working per day until the decision is issued.

Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance.

(b) If the decision of the Chief Operating Officer is not satisfactory to the employee, the dismissal/corrective action and decision ~~thereon~~ will be appealed in accordance with Article 30(c)~~below~~, provided, however, said appeal must be submitted within twenty (20) calendar days of receipt of the decision rendered by the Chief Operating Officer.

(c) An appeal from the decision of the Chief Operating Officer will be submitted to the appropriate Area Board of Adjustment in accordance with Article 32. The System Board of Adjustment will docket the case and, if the procedural requirements for the appeal have been satisfied, promptly transmit the appeal papers to the appropriate Area Board of Adjustment in accordance with Article 32. Any dispute as to whether all of the procedural requirements for the appeal have been satisfied, or whether the case is within the jurisdiction of an Area Board, will be determined by the System Board of Adjustment, except as provided in Article 32(c)(5).

- Formatted: Font: Not Bold, Underline
- Formatted: Underline
- Formatted: Font: Not Bold, Underline
- Formatted: Underline
- Formatted: Underline

(d) 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 grievant 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.

(e) 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 for appeals, the decision of the Company will become final and binding.

(f) If, as a result of a decision in any of the steps of the grievance procedure, an employee is exonerated, all related corrective action 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.

(g) 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.

Formatted: Left

**ATTACHMENT 30.1 –AREA BOARD OF ADJUSTMENT**

May 1, 2008

Mr. Dennis Burchette  
International Vice President  
AA System Coordinator  
Transport Workers Union, AFL-CIO  
1791 Hurstview Drive  
Hurst, TX 76054

Time Limits – Article 30 – Stores Agreement

Dear Dennis,

As a result of the changes to Article 30 and in the interest of streamlining the grievance process, we agree to eliminate the Supervisor appeal step for all corrective action grievances. This letter will serve to interpret the time limits referenced in Article 30 of the above referenced AA/TWU agreement. Specifically, what constitutes the meaning of seven (7), twelve (12), and twenty (20) calendar days as they apply to their respective steps of the grievance process.

Pursuant to our discussions on this topic, we have agreed that the calendar day referenced in Article 30 commences immediately upon receipt of a grievance or appeal to the Company. The time frame for the employee to appeal commences immediately upon receipt of an answer if placed in his/her hands or the postmarked date if the answer is mailed. The following examples of the grievance process will clarify our understanding:

1. 1<sup>st</sup> Step Answer – A grievance is filed on October 18, 2007 with the Chief Operating Officer (COO). The response from the COO must be in the employee's hands or postmarked, if placed in the mail, no later than October 29, 2007. (12 days to render a decision – October 18 counts as Day one) **Note: If the COO does not answer the 1st step appeal in a timely manner, monetary penalties as outlined in Article 30 will be incurred.**
2. Area Board Appeal – The employee receives his 1<sup>st</sup> step answer on October 29, 2007. If the employee is not satisfied with the COO's answer, he must appeal his grievance to the Area Board no later than November 17, 2007. (20 days to appeal to the Area Board from the date of his receipt or the post marked date, if mailed – November 17 counts as Day one)

Furthermore, we have agreed that the same methodology shall be used to trigger the seven (7) calendar days in which a TWU represented employee has to file a grievance. The seven (7) calendar days commence from the time when he/she first

has knowledge or should reasonably have had knowledge that they have been unjustly dealt with (discipline and/or discharge).

In addition, Article 30 does afford the Chief Operating Officer (COO), with agreement from the local TWU, an extension of time limits.

If the above accurately reflects our understanding, please indicate by signing below.

Sincerely,

James B. Weel  
Managing Director  
Employee Relations

Agreed to:

Dennis Burchette  
International Vice President  
AA System Coordinator  
Transport Workers Union, AFL-CIO