SECTION 22

GRIEVANCE MEDIATION AND FACILITATION

A. Establishment

The Association and the Company desire to implement a method of grievance mediation and facilitation that will afford the parties the opportunity to resolve pending grievances prior to arbitration proceedings before the System Board of Adjustment. The parties agree to utilize the grievance mediation services of the National Mediation Board (NMB) to determine if there can be a satisfactory resolution through this process. The parties further desire to use the grievance mediation process to outline their respective positions and identify and agree on the issue(s) of genuine disagreement. To this end, the parties agree to act in good faith during grievance mediation to discuss settlement and exchange relevant documents.

B. Grievance Mediation Panel

The Grievance Mediation Panel shall consist of an equal number of Association and Company representatives, not exceeding three (3) representatives for each party, and a Mediator. The Mediator shall be appointed by the NMB.

C. Jurisdiction

1. The Grievance Mediation Panel shall have jurisdiction over disputes growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by this Agreement.

2. The settlement of grievances resulting from the GrievanceMediation Panel shall be documented in writing, shall be final and binding on the parties, and shall constitute a precedent, unless the Association and the Company agree otherwise. All cases not resolved by the Grievance Mediation Panel will be so documented and may be submitted to the System Board of Adjustment.

D. Responsibility

All grievances must be submitted for grievance mediation prior to a hearing by the System Board of Adjustment unless otherwise provided under this Agreement. Unless mutually agreed, a grievance will only be heard at one (1) grievance mediation session.

1. The Grievance Mediation Panel will review each grievance before it to determine if there is a resolution to the grievance which is mutually acceptable to both parties; and,

   a. Resolve the grievance in a manner mutually acceptable to both parties, or

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b. Determine that the grievance cannot be resolved and notify the grievant that he/she should submit the grievance to hearing by the System Board of Adjustment.

The grievant shall be notified of the grievance mediation result, but need not be personally present during any Mediation Panel or System Board of Adjustment.

2. The Company will provide the Association at the grievance mediation with its position regarding any grievance scheduled for that session including its factual findings, and where applicable, any contractual reference or assertion of past practice supporting its position.

3. The Association and the Company will exchange any pertinent and relevant documents at least five business days prior to the grievance mediation, including: (a) for discipline/discharge grievances, documents to support the discipline issued, statements and the grievant's personnel file; and (b) for contractual grievances, documents that support the party's position.

E. Scheduling of Grievance Mediation Sessions

1. The Association and the Company shall mutually agree to schedule and convene grievance mediation in the following months: January, April, July, and October. The parties further agree that the location of the sessions shall be at either the headquarters of the Association or the Company, or at an alternate site mutually agreed upon by the parties.

2. Thirty (30) days prior to grievance mediation, the Association and the Company will exchange a list of its outstanding grievances that it plans to address at the next session.

3. In the event that the Association and the Company are unable to resolve a grievance during the mediation session, the grievance may be appealed to the System Board of Adjustment, as described in Section 23, within thirty (30) days from the date the Grievance Mediation Panel determines that the grievance cannot be resolved.

4. The representatives of the parties shall, no later than five (5) business days prior to the scheduled date of the Mediator's participation in a Grievance Mediation Panel, present the Mediator with a brief written statement containing the issue(s) in dispute, and the arguments in support of their position. If the statement is not provided in written form, it may be provided orally at the beginning of the Mediation Panel. However, oral statements shall not exceed thirty (30) minutes in duration.

5. Proceedings before the Mediator will be informal in nature, shall last no more than two and one-half (2½) hours per grievance, unless otherwise agreed by the parties, and the rules of evidence will not apply.

6. No record of a Grievance Mediation Panel will be made except by mutual agreement between the Association and the Company. Any written

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<#>All cases referred to the Mediation Panel must be scheduled for consideration by the Mediation Panel within thirty (30) days of the date the referral is made at the PAC.¶

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<#>The Association and the Company shall select a Mediator from a mutually agreed to list of potential Mediators, and the Mediator shall serve until removed upon the request of either party. The Association and the Company will equally share ... [1]

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material that is presented to the Mediator will be returned to the party presenting that material at the termination of the Mediation Panel.

7. The Mediator will have the authority to meet separately with either the Association or the Company during the Mediation Panel proceedings.

8. The Grievance Mediation Panel will not have the authority to compel a resolution of the grievance.

9. If the Mediation Panel has been unable to resolve the grievance, the Mediator will immediately provide the parties with an oral advisory decision, unless the Association and the Company mutually agree that no advisory decision will be provided. When rendering an oral advisory decision, the Mediator will state the grounds for the advisory decision.

10. In the event that either the Association or the Company does not agree to the Mediator's advisory decision, the grievance may be submitted for hearing to the System Board of Adjustment upon notice from the President of the Association or in the case of the Company, the Vice President-Flight, to the System Board Administrator within ten (10) days after consideration by the Mediation Panel. Failure to give timely notice will constitute withdrawal of the grievance.

11. During the System Board proceeding on any grievance following mediation, no reference shall be made to the discussion of the parties, the comments, observations or advisory ruling of the Mediator, or to the fact that the grievance had been submitted to and was not settled by a Mediation Panel.

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12. All cases proceeding to the System Board of Adjustment must be scheduled for hearing as provided in Section 23.

F. General

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Time limits established in this Section shall be considered as maximum periods. Every effort will be made to expedite all hearings, decisions and appeals. In cases where extenuating circumstances dictate, the time limits may be extended by mutual agreement, provided that the agreement to extend is in writing and is for a specified time period.

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Mediation Panel

The Mediation Panel shall consist of an equal number of Association and Company representatives, not exceeding three (3) representatives for each party, and a Mediator.

The Association and the Company shall select a Mediator from a mutually agreed to list of potential Mediators, and the Mediator shall serve until removed upon the request of either party. The Association and the Company will equally share the fee and expenses for the Mediator selected.

Upon the request of either the Association or the Company, the list of Mediators will be reviewed annually for additions or deletions.