

ARTICLE 28 – NO DISCRIMINATION, AND RECOGNITION OF RIGHTS AND
COMPLIANCE

(a) The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees regardless of sex, color, race, creed, age, religious preferences, status as a veteran or military reservist, disability, or national origin.

(b) The Union recognizes that the Company will have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain discipline and efficiency in its hangars, stations, shops, or other places of employment, and the right of the Company to hire, discipline, and discharge employees for just cause, subject to the provisions of this Agreement. It is agreed that the rights enumerated in this Article will not be deemed to exclude other preexisting rights of management not enumerated which do not conflict with other provisions of this Agreement.

(c) Any decisions or agreements relating to the interpretation or application of this Agreement made jointly by the Company and the Union will be binding on every individual employee claiming or entitled to the benefits of this Agreement.

(d) Except as otherwise provided in this Agreement, all letters of discipline, whether warning or suspension, will be removed after a period of two (2) years from date of issuance, unless the Company and the Union agree to a shorter period. **However, it is agreed that any letters of discipline properly assessed in the event of a sit-down, walkout, stoppage, strike, slowdown or curtailment of work will not be subject to the two (2) year provision.**

(e) Copies of the Peak Performance Through Commitment (PPC) Program will be available to all employees upon request. Any changes to the PPC Program will be provided and explained to the TWU prior to implementation.

(f) If the Company documents records of discussion or counseling held with an employee, the documentation will be on a form designed to ensure that the record accurately reflects the facts and the nature of the discussion or counseling held with the employee. The employee will indicate his acknowledgement of the discussion or counseling in the actual record, or, at his option, he may place a rebuttal or statement in the actual record. The employee will be provided a copy of the final actual record.

(g) Each employee will have a right to meet with his supervisor at a mutually agreeable time to discuss his performance and to review his personnel file. At that time, the supervisor and the employee will review the personnel file to ensure that the provisions of this Article have been complied with. Should the supervisor and employee agree to modifications or deletions to the counseling records, their request and

recommendation will be forwarded to the supervisor's immediate manager, who will review the matter and respond to the supervisor and the employee.

(h) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

ATTACHMENT 28.1 – CR1 REGARDING SEXUAL HARASSMENT

From: Mark Burdette
To: John Orlando
Re: CR1 Regarding Sexual Harassment

October 30, 1996

You have inquired as to the Company policy concerning CR1 entries concerning investigations of sexual harassment.

Following some research, I have determined that the Company policy in this regard is as follows:

If there is an investigation of sexual harassment and the charged employee is found to be exonerated of the charges, no entry regarding the charge or investigation will be made in the CR1. Any entry previously made will be deleted from the CR1.

In other cases, a CR1 entry, if any, will reflect the nature of the discussion with the employee. As always, the employee has the prerogative of reviewing the CR1 entry and providing any additional information desired.

(Signed original on file)

Both parties agree to strike LOM 5 “ILLEGAL JOB ACTIONS” Dated August 9, 1980.