

ARTICLE 20

SYSTEM BOARD OF ADJUSTMENT

- A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment is hereby established for the purpose of deciding disputes arising under this Agreement that are properly submitted to it. This Board will be known as the "Fleet and Passenger Service Employees' System Board of Adjustment," hereinafter referred to as the "Board."
- B. The Board will consist of four (4) members, two (2) selected by the Union and two (2) selected by the Company. The Board Members must either be employees of the Company or Union Representatives, except an individual may not serve as a Board Member in a case in which he was directly involved in.
 - 1. The office of Chairman will be filled alternately by the parties. A Union representative will serve as the first Chairman.
 - 2. The Discipline Board will meet monthly at PHL, CLT, and PHX offices of the Company, unless a different place for the meeting is jointly agreed upon by the Company and the Union, and provided there are cases to be heard on the docket. The meetings will continue in session until all matters before it have been considered or within the agreed upon time frame once the schedule is set or as otherwise mutually agreed upon in writing.
 - 3. The Contract Interpretation Board will meet quarterly at rotating among the PHL, CLT, and PHX offices of the Company on the first Tuesday of each quarter, unless a different place or time for the meeting is jointly agreed upon by the Company and the Union. The meetings will continue in session until all matters before it have been considered or within the agreed upon time frame once the schedule is set or as otherwise mutually agreed upon in writing.
 - 4. The Company will be advised fourteen (14) days in advance of the grievances to be heard at System Board to include the Union Representative handling each grievance. If the Union Representative is scheduled to work on that day, the Union must notify his Station Manager or his designee as soon as the assignment is made but no later than fourteen (14) days in advance.
 - 5. In cases of discharge, a CWA Representative and the Vice President of Human Resources or designee will meet to determine whether the case will bypass the four (4) member Board and be

submitted directly to a three (3) member Board with a Neutral Chairman selected in accordance with paragraph G., below. If there is no agreement, the case will remain at the four (4) member Board.

6. Members of the Board and any required advocate(s) who are employees of the Company will be afforded the necessary pass privileges to attend Board hearings. The number of advocates will be limited to the extent possible to minimize the blocking of revenue seats.
- C. Except as provided herein, the Board will have jurisdiction over all disputes which arise out of disciplinary or discharge grievances or out of the interpretation or application of any of the terms of this Agreement. The Board does not have the authority to add to or subtract or otherwise modify the language of the Agreement.
 - D. If the Board deadlocks, the Union or the Company may appeal the case to arbitration within thirty (30) days of the day the System Board deadlocks or the grievance shall be considered to be waived and may not thereafter be submitted to Arbitration or any adjustment in any forum.
 - E. For employees with less than five (5) years of Fleet and Passenger Service seniority, disciplinary action that occurs as a result of theft, term pass violations, physical violence, or drug and alcohol testing violations, only the issue of whether the employee engaged in the alleged misconduct may be the subject of a submission to the System Board of Adjustment.
 - F. The Board will consider any grievance properly submitted to it by the Union or the Company when such matter has not been previously settled in accordance with the terms provided for in this Agreement.
 - G. Grievances submitted to the Board will be addressed to the Vice President of Human Resources or her designee.
 1. Each submission will include:
 - a. Question(s) at issue;
 - b. Statement of Facts;
 - c. Position of the employee(s) or the Union;
 - d. Position of the Company; and
 - e. Relief requested.

2. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the grievance and its position to the Board.
 3. Unless the Company and the Union agree upon a combination of grievances to be presented to the Board, each grievance presented will be treated as a separate case.
- H. Following a hearing of a grievance properly submitted to it, the Board will attempt to decide the case. If a majority of the Board Members concurs, they will render a decision in writing at the conclusion of the Board hearing. Decisions of the Board in matters properly referable to it will be final and binding. If a majority of the Board Members does not concur on a grievance, a "Neutral Board Member," will be selected in accordance with paragraph G., below, to become a member of the Board. The Board will consist of three (3) members; the neutral, one (1) representative from the Company and one (1) representative from the Union.
- I. When a Neutral Board Member is necessary to resolve a grievance, the Company and the Union will select the Neutral Board Member from the panel of arbitrators listed below. If the Company and the Union cannot agree upon the Neutral Board Member or a method for selecting him, the Neutral Board Member will be selected from the panel by using an alternate strike method.

AGREE TO REVIEW AND UPDATE LIST

1. Charlotte Gold
 2. Frederic Horowitz
 3. Ira Jaffe
 4. Joyce Klein
 5. George Nicolau
 6. Richard Perkovich
 7. Martin F. Scheinman
 8. Gil Vernon
 9. Christine VerPloeg
- J. In coordination with the Neutral Board Member, the parties will set a time and date for the hearing. The Neutral Board Member will preside at meetings and hearings of the Board and will serve as Chairman. It will be

the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits and argument at hearings to the end that a fair, prompt and orderly hearing of the grievance is afforded.

- K. The decision of the Neutral Board Member will be final and binding.
- L. The expenses and compensation of the Neutral Board Member will be borne equally by the parties.
- M. Employees may be represented at Board hearings by such person or persons as they may designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented orally or in writing or both.
- N. The number of witnesses summoned at any one time will not be greater than the number which can be spared without interference with the operation of the Company. Witnesses providing testimony will do so under oath.
- O. Each witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Union or the Company because of giving testimony in good faith.
- P. Each of the parties will assume the compensation, travel expenses and other expenses of the witnesses called by it.
- Q. It is mutually agreed that a stenographic report is to be taken of all Neutral Board hearings, and that the cost will be borne equally by both parties to the dispute.