

# **Dispute Resolution, Attendance and Performance Management**

***FLIGHT ATTENDANT GUIDE***  
***August 2008***

July 25, 2008

Dear Colleague:

In January we announced a new Dispute Resolution, Attendance and Performance Management Agreement, which was the result of months of intensive work by representatives of AFA and the Company. We achieved an innovative system that allows us to resolve issues when and where they are happening. It includes attendance and performance management policies that are transparent, easily understood, and can be administered consistently and efficiently.

In February, you received an introduction and general overview of the agreement with a promise of more information prior to implementation. Now, in advance of the August 11 launch date, we are providing you with the attached comprehensive guide that explains these new processes in greater detail.

Because it is important that everyone fully understands these new policies and procedures, we encourage you to thoroughly read through the guide and carry it with you for reference as the need arises. You can also find a copy of the agreement posted on the AFA Web site and on SkyNet. If you have questions after you've read the guide please talk to a supervisor or AFA representative. Over the last three months, representatives of AFA and management have been in training classes in preparation for the transition and for supporting you with the new system.

The Company and AFA agreed the new program should support a positive step forward by clearing as much of the old system as possible. If you were affected by the section of the agreement that provides for the clearance of certain discipline records that were active as of the date of the Agreement (January 16, 2008), you will soon see that those entries have been removed from your work history. In addition, the agreement provides for a "conversion" of current active discipline. If you want to know how your record will be transitioned to the new program, please see a supervisor for assistance.

We are pleased to provide you with improvements to cumbersome processes that have been a source of frustration and confusion for all involved. But, this isn't just about fixing processes. It's about creating an environment in which you feel comfortable raising issues, confident that you can get them resolved in a timely manner, and certain you clearly understand all aspects of attendance and performance management. Through our collaborative work we can bring about better outcomes for everyone involved.

The new program represents a fundamental shift in how we'll resolve disputes moving forward. We look forward to your feedback as we undertake this new way of working together.

Sincerely,



Alex Marren, Senior Vice President  
United Airlines Onboard Service



Greg Davidowitch, President  
United Master Executive Council

 **ASSOCIATION OF FLIGHT  
ATTENDANTS**

<b>A. Dispute Resolution: Non-Disciplinary Actions, Contract Matters And Company Policies .....</b>	<b>3</b>
<b>Locally-Based Dispute Resolution Process .....</b>	<b>3</b>
<b>Notice of Dispute (NOD).....</b>	<b>3</b>
<b>Dispute Resolution Committee (DRC) .....</b>	<b>3</b>
<b>Bypass of The Process.....</b>	<b>4</b>
<b>Non-Precedent and Non-Prejudice.....</b>	<b>4</b>
<b>Duty To Resolve Dispute Resolution Problems .....</b>	<b>4</b>
<b>B. Attendance Management.....</b>	<b>4</b>
<b>The Progressive Disciplinary Process for the Attendance Track/Article Of Conduct 31 .....</b>	<b>4</b>
<b>Your Responsibilities When You are Unable to Come to Work .....</b>	<b>5</b>
<b>Missed Trips .....</b>	<b>5</b>
<b>Illness/Injury Absence – 6 Calendar Days or Less.....</b>	<b>5</b>
<b>Illness/Injury – More Than 6 Calendar Days.....</b>	<b>5</b>
<b>Injury/Illness – Work Related .....</b>	<b>6</b>
<b>Occupational Sick Leave .....</b>	<b>6</b>
<b>Family Medical Leave.....</b>	<b>6</b>
<b>Authorized Absences .....</b>	<b>6</b>
<b>Special Circumstances .....</b>	<b>6</b>
<b>Reasonable Accommodation Process (RAP) .....</b>	<b>6</b>
<b>C. Progressive Discipline for Attendance .....</b>	<b>7</b>
<b>Expiration of Attendance Discipline .....</b>	<b>7</b>
<b>Point Assessment/Accrual .....</b>	<b>7</b>
<b>D. Attendance Discipline and Review Processes .....</b>	<b>9</b>
<b>E. The Disciplinary Process for All Articles of Conduct: Excluding Attendance/Article 31 .....</b>	<b>9</b>
<b>F. Performance Discipline and Review Processes: Discipline Not Involving Discharge.....</b>	<b>10</b>
<b>G. Discharge Process .....</b>	<b>10</b>
<b>H. Resources .....</b>	<b>11</b>

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### **A. Dispute Resolution: Non-Disciplinary Actions, Contract Matters and Company Policies**

The Company and the Association of Flight Attendants (AFA) have agreed to the following procedures for resolving disputes pertaining to **non-disciplinary actions, contract matters and Company policies** quickly and effectively (Flight Attendant Agreement Section 26.C). The new process is designed to resolve issues at the lowest level in the shortest timeframe. It will allow participants to work together to solve disputes through information sharing, flexibility and open communication.

#### **Locally-Based Dispute Resolution Process**

Flight attendants should initially attempt to resolve issues with the appropriate parties as they do today. For example, contact Payroll for an issue such as understaffing pay, or Scheduling with an issue such as legal rest.

If a flight attendant, or group of flight attendants, is unable to resolve the issue in this manner, they can turn to the new Dispute Resolution Process. *(The Dispute Resolution Process is only applicable to issues concerning any action of the Company that affects the flight attendant(s) except as may arise out of disciplinary action).*

Flight attendants initiate the Dispute Resolution Process by filing a worksheet with the local AFA, within 60 calendar days after the flight attendant(s) would reasonably have knowledge of the dispute. The local AFA will review and evaluate every worksheet.

- If it's determined that the complaint has no merit, the AFA will advise the flight attendant of the reason(s) for that decision and will not bring the issue forward.
- If it's determined that the claim is potentially valid, the AFA will take the next step, which is to file a Notice of Dispute (NOD) with the designated Company personnel within 30 days of receipt of the worksheet.

#### **Notice of Dispute (NOD)**

Once a NOD is filed, the Company and AFA representatives are obligated to take part in discussions to resolve the issue. To the maximum extent possible, AFA and Company participants should be close to the issue in dispute in terms of factual knowledge, subject-matter expertise, work locale and responsibilities.

AFA and Company participants trained in interest-based dispute resolution will have 30 calendar days to resolve the matter.

- If these parties resolve the issue locally, the flight attendant will be advised of the outcome and the matter will be concluded.
- If the parties are unable to resolve the issue locally, the issue will be brought to the Dispute Resolution Committee (DRC) through a document jointly prepared by the participants in the local discussions.

#### **Dispute Resolution Committee (DRC)**

The DRC is a committee of four members (2 representing the Company and 2 representing the AFA) and is empowered to resolve these issues in whole or in part. The expectation is that the DRC will address the issues within 60 days of receipt. The DRC can do this by resolving the NOD, in whole or in part, by sending the NOD back to the first-level dispute resolution participants for further local resolution efforts or by assigning the NOD to expedited or traditional arbitration.

**Bypass of the Process**

The MEC Grievance Chair or the Managing Director, Labor Strategy may decide that a NOD may have significant widespread impact on flight attendants and/or significant financial impact to the Company. The NOD in such cases will proceed directly to arbitration under the provisions of Section 27.

**Non-Precedent and Non-Prejudice**

All NOD resolutions shall be without precedent and prejudice in regard to any other NOD, dispute, grievance, or System Board of Adjustment hearing unless: 1) the settlement clearly states in writing that it is precedent-setting, and 2) the settlement is signed by the MEC President on behalf of the AFA and the Managing Director, Labor Strategy on behalf of the Company.

**Duty to Resolve Dispute Resolution Problems**

If the AFA or the Company receives credible information to the effect that the local dispute resolution process is experiencing problems in a locale or department, the parties will in good faith evaluate the situation and, if a problem exists, take appropriate action.

The DRC is authorized and encouraged to report to the AFA and Company respectively if it believes that local-based dispute resolution is subject to problems in a certain locale or department.

**B. Attendance Management**

**The Progressive Disciplinary Process for the Attendance Track/Article of Conduct 31**

The attendance policy has been simplified to make it easier to understand and to administer. All absences from work or work-related assignments (e.g. illness, injury, missed meeting, missed training, missed trip/DNF) and tardiness (e.g. late check-in, late boarding aircraft, late boarding aircraft causing a delay) will be assigned a point value. Further, attendance matters will be managed separate and apart from other performance issues unless your position in both tracks, attendance and other performance, reaches significant levels as explained later in this document.

The specific point values for attendance-related occurrences are as follows:

Occurrence	Point Value
Missed trip/DNF	3
Missed trip/DNF, but after arrival that same day, picks up a trip	2.5
Late boarding the aircraft: <ul style="list-style-type: none"><li>• Causing a flight delay</li><li>• No flight delay</li></ul>	2.5 1.5
Missed meeting	2
Missed training	2
Non-occupational/occupational illness/injury: <ul style="list-style-type: none"><li>More than 6 calendar days</li><li>6 calendar days or less w/out physician's note</li><li>6 calendar days or less w/physician's note</li></ul>	2 2 1.5
Late check-in	1

If a single incident impacts more than one attendance occurrence, the greater point value will be applied. For example, if oversleeping causes you to miss your trip (3 points), and a meeting with your supervisor that was scheduled before that trip (2 points), you will only be assessed 3 points for the missed trip.

Conversely, if you are late for check-in, you will be assigned 1 point. Then, on your way to your flight, you stop to purchase coffee at Starbucks, causing you to be late boarding the aircraft. You will also be assigned 1.5 points for that occurrence (or 2.5 points if you delayed the flight). This will result in a total of 3 (or 3.5) points.

Points will continue to accumulate for occurrences even if Letters of Warning (see Section C) have not been sent or received. If a point assessment is deemed unjustified, the Company will correct your record and adjust any imposed discipline as needed.

### **Your Responsibilities When You are Unable to Come to Work**

As is current policy, it is your responsibility to advise the Company of your absence at least six (6) hours prior to scheduled departure of your flight (see Sec. 9.N.2. of the AFA Agreement). You must also contact the company when you are late or miss your assignment for reasons other than illness/injury.

### **Missed Trips**

Missing a trip is a significant event in and of itself. You are required to promptly provide the reason for the missed assignment to a supervisor, and you may also be required to provide appropriate substantiating documentation. If you miss your assignment but report to the domicile and pick up a trip at your home domicile or co-terminal for that same date, your point assessment will be 2.5 points versus 3 points for the missed trip.

### **Illness/Injury Absence – 6 Calendar Days or Less**

Illness or injury absences 6 calendar days or less (e.g. OFSL 6 calendar days or less from going ONSL) do not require medical documentation unless you are specifically requested to do so. However, if you choose to provide a physician's note\*, the absence will be assigned 1.5 points versus 2 points.

\*In this situation, a physician's note is written notation from your treating physician, or a physician affiliated with the United Medical Department, that must contain the following information:

- Date of illness
- Date of examination
- Date of return to work
- Signature of the physician or the physician's designee on a document that includes, at a minimum, pre-printed doctor's name, address and telephone number.

You must give the physician's note to a supervisor, not the United Medical Department, on or before your next scheduled ID.

### **Illness/Injury – More Than 6 Calendar Days**

Per current Company policy, if you are absent from work due to an illness or injury for more than 6 calendar days (e.g. you call OFSL more than 6 calendar days from going ONSL), you must visit Concentra or you may provide an Absence Certificate to the United Medical Department from your healthcare provider. The Absence Certificate is available on SkyNet. From the Onboard home page, click on Flight Attendant Service Center/Leave of Absence Home Page/Absence Certificate.

**Injury/Illness – Work Related**

For a work-related injury/illness, it is imperative that you immediately contact the Company and comply with all requirements in the Company’s Workers’ Compensation Policy.

**Occupational Sick Leave**

Occupational injury/illness absences will not trigger new or elevated discipline, but they will generate points that contribute to your overall point total.

For example, if you were absent from work for 4 days due to an occupational injury/illness, your record would reflect 2 points for that absence or 1.5 points if the absence was 6 calendar days or less with medical documentation. If the 2 points assessment results in a total warranting a level of discipline, no disciplinary action will result since the absence is occupational in nature. However, those points remain part of your record and may be included in discipline if further occurrences warrant.

Example:

Occurrence	Point Value
01/21/09 – Absent Ill Non-Occupational (no note)	2
03/24/09 – Missed Trip/DNF	3
08/12/09 – Absent Ill Occupational (more than 6 calendar days)	2
Total Points:	7*
11/03/09 – Late check-in	1
Total Points:	8
<i>Attendance Letter of Warning-Level 1 issued due to 8 points</i>	

*\*No discipline is assessed at this time since the last 2 points resulted from an occupational injury/illness, which is not a triggering incident.*

**Family Medical Leave**

In some cases, flight attendant absences may be covered by the Family Medical Leave (FML) Policy for Flight Attendants or the FML Act (FMLA). FML and FMLA absences will not be counted as occurrences, do not have points assessed and do not negatively impact your attendance record.

**Authorized Absences**

Absences authorized under the AFA Agreement or Company policy (e.g. jury duty, death in family, ANP, personal emergency) will not have points assessed. If you believe your absence or other attendance occurrence qualifies for a point reduction, you need to share that information with a supervisor. Please familiarize yourself with the provisions of the Agreement that address various authorized absences.

**Special Circumstances**

Special circumstances will be handled on an individual basis at the sole discretion of the Company.

**Reasonable Accommodation Process (RAP)**

In keeping with our commitment to equal opportunity, United will participate in the Reasonable Accommodation Process (RAP) to identify a reasonable accommodation for employees with permanent or long-term restrictions in excess of 90 days. Please contact a supervisor or Human Resources if you believe you require an accommodation.





## Dispute Resolution, Attendance and Performance Management

The following screens show the Combined ('C') view on 16Jan2010 for a flight attendant who was on an inactive status for 30 days between 10Jun2009 and 10Jul2010. The 'A' indicates that this is an Attendance Letter item. The 'P' indicates that this is a Performance Letter item.

Attendance ('A') Overview Screen				
Page displayed when Attendance Overview ('A') is selected.				
RECORD/38347/KRAMER /COSMO /ORD /C^				
CURRENT ATTENDANCE LETTER INFORMATION				
LETTER: LA2 ISSUED: 10JUN2009 EXPIRES: 10JUL2010				
CURRENT POINTS: 15.0 POINTS UNTIL NEXT LEVEL: 3.0				
*** INFORMATION IS CURRENT AS OF 16JAN2010 AT 20:51 ***				
*** ADDITIONAL ITEMS MAY BE PENDING ***				
ITM	DATE	CODE	ACTION	POINTS
106	10JUN2009	LA2	LEVEL 2 - ATTENDANCE LETTER	14.0 A
089	29AUG2008	LA1	LEVEL 1 - ATTENDANCE LETTER	6.0 A
ROLL-UP OR FOR MORE INFO PAGE 1 OF 4 >RU^				

Performance ('P') Overview Screen				
Page displayed when Performance Overview ('P') is selected.				
RECORD/038347/KRAMER /COSMO /ORD /C^				
CURRENT PERFORMANCE LETTER INFORMATION				
LETTER: LP1 ISSUED: 18DEC2008 EXPIRES: 17JAN2010				
*** INFORMATION IS CURRENT AS OF 16JAN2010 AT 20:51 ***				
*** ADDITIONAL ITEMS MAY BE PENDING ***				
ITM	DATE	CODE	ACTION	
098	18DEC2008	LP1	LEVEL 1 - PERFORMANCE LETTER	P
ROLL-UP OR DOWN FOR MORE INFO PAGE 2 OF 4 >RU^ >RD^				

Detail ('D') Screen				
Page displayed when Detail ('D') is selected.				
RECORD/038347/KRAMER		/COSMO		/ORD /C^
ITM	DATE	CODE	ACTION	POINTS
107	25OCT2009	LCI	LATE CHECK-IN	1.0
106	10JUN2009	LA2	LEVEL 2 - ATTENDANCE LETTER	14.0 A
105	10JUN2009	SLN	ABSENT ILL NON-OCCUPATIONAL	1.5
104	05MAR2009	SLO	ABSENT ILL OCCUPATIONAL	2.0
103	02FEB2009	SLN	ABSENT ILL NON-OCCUPATIONAL	2.0
102	03DEC2008	SLN	ABSENT ILL NON-OCCUPATIONAL	1.5
099	22SEP2008	LCI	LATE CHECK-IN	1.0
098	18DEC2008	LP1	LEVEL 1 - PERFORMANCE LETTER	P
089	29AUG2008	LA1	LEVEL 1 - ATTENDANCE LETTER	6.0 A
088	29AUG2008	SLN	ABSENT ILL NON-OCCUPATIONAL	2.0

ROLL-DOWN FOR MORE INFO PAGE 3 OF 4 >RD^

**D. Attendance Discipline and Review Processes**

Attendance disciplinary Letters of Warning (LOW) shall comply with Section 26.B.1.a of the Agreement. For discipline not involving discharge:

- Discipline is effective on the date of the occurrence that generated the points, not the date of the LOW. The LOW will be mailed to your home address of record and will also be placed in your company mailbox.
- You may request a review of the Attendance LOW within 30 days of the date of the LOW, or ask the Association to request the review on your behalf. Requests for review shall be in accordance with Section 26.B.
- An Attendance LOW that has not been timely requested for review is final and is not subject to later challenge.
- The Section 26. B.2. hearing will be a conference between the Manager, Onboard Service and/or designee, the supervisor, the flight attendant, and the AFA representative and/or witnesses as applicable. The management representatives and the AFA representative will be trained in interest-based dispute resolution techniques.

If the flight attendant is not satisfied with the outcome of the conference, the arguments will be preserved. However, the matter will not be appealed to the System Board of Adjustment unless the flight attendant is later discharged, and then only if the LOW is active at time of discharge.

A flight attendant cannot simultaneously be at an Attendance LOW Level 4 and a Performance LOW Level 4. If an event or combination of events would result in that outcome, the event or combination of events triggers a Section 26.A. Letter of Charge – Termination instead.

**E. The Disciplinary Process for All Articles of Conduct: Excluding Attendance/Article 31.**

The progressive disciplinary process for performance issues involving Articles of Conduct and Company policies and procedures other than Article 31/Attendance is as follows:

- **Performance Letter of Warning (LOW) Level 1:** Has a duration of 12 months of active service from the date of issuance unless flight attendant has progressed to a higher level of discipline.
- **Performance LOW Level 2:** Has a duration of 18 months of active service from the date of issuance unless progressed to a higher level.
- **Performance LOW Level 3:** Has a duration of 18 months of active service from the date of issuance unless progressed to a higher level.
- **Performance LOW Level 4:** Has a duration of 24 months of active service from the date of issuance unless progressed to a higher level.
- **Performance Letter of Charge:** Termination

A flight attendant cannot simultaneously be on an Attendance LOW Level 4 and a Performance LOW Level 4. If an event or combination of events would result in that outcome, the event or combination of events triggers a Section 26.A. Letter of Charge-Termination instead.

Please refer to the Articles of Conduct in your *Flight attendant Operations Manual* to review your responsibilities and the application of the progressive disciplinary process.

### **F. Performance Discipline and Review Processes: Discipline Not Involving Discharge**

Performance disciplinary Letters of Warning (LOW) shall comply with Section 26.B.1.a of the Agreement. The discipline is effective on the date of the Performance LOW. The Performance LOW will be sent to your home address of record and a copy will be placed in your company mailbox.

Under Sections 26.B.1.b and 26.B.2, you may request a review of the Performance LOW within 30 days of the Performance LOW or ask the AFA to request the review of the Performance LOW on your behalf. A Performance LOW that has not been timely requested for review is final and is not subject to later challenge. The thirty-day deadline for requesting review is triggered by the date of the LOW.

The Section 26. B.2. hearing will be a conference between the Manager, Onboard Service and/or designee, the supervisor, the flight attendant, and the AFA representative and/or witnesses as applicable. The management representatives and the Association representative will be trained in interest-based dispute resolution techniques.

If the flight attendant is not satisfied with the outcome of the conference, the arguments will be preserved. However, the matter will not be appealed to the System Board of Adjustment unless the flight attendant is later discharged, and then only if the Performance LOW is active at time of discharge.

### **G. Discharge Process**

In the event of any alleged action or inaction which in the opinion of the Company may result in discharge, Section 26.A. of the Agreement applies.

The Section 26.A.2 hearing will be a conference between the Manager, Onboard Service, the supervisor, the flight attendant and an AFA representative and/or witnesses as applicable. The management representatives and the AFA representative will be trained in interest-based dispute resolution techniques.

The Manager's decision is due within 15 days of the hearing, per Section 26.A.3. of the Agreement.

A discharged flight attendant may appeal the discharge to the System Board of Adjustment under Section 26.A.4. A discharge that is not timely appealed within the timeframe under Section 26.A.4 is final and is not subject to later challenge or review.

When a discharge has been properly appealed to the System Board of Adjustment, the Board has jurisdiction to consider all challenges to prior active discipline that were properly appealed.

**H. Resources**

Representatives of the Company and the AFA have been in training classes to prepare for this transition and to support you with the new system.

If you have any questions regarding the information provided in this booklet, please consult with a supervisor or AFA representative.