

SECTION 20

GRIEVANCES: ADMINISTRATIVE

Definitions:

FILE/ISSUE

A document shall be deemed "filed" or "issued," as applicable, on the day in which the document is postmarked, or if Federal Express is used, on the day in which the document is submitted to the Company for shipment, or if a facsimile machine or electronic mail is used to transmit the document, on the day in which the appeal or decision is transmitted by such means.

A. Application

Section 20 applies to grievances, which are defined as disputes growing out of the interpretation or application of agreements between the parties hereto concerning rates of pay, rules or working conditions. Any pilot, group of pilots covered by this Agreement or the Association on behalf of such pilot(s) who has a grievance concerning any action of the Company affecting the pilot(s), except matters involving discipline, shall have such grievance handled in accordance with the following procedures, provided that such grievance is properly and timely filed in the manner set forth below.

B. Filing of Grievance

1. A grievance under Section 20 shall be filed in writing with the Vice President, Flight Operations, within 60 days following the date on which the pilot acquired knowledge, or reasonably should have acquired knowledge, of the fact(s) or event(s) giving rise to the grievance. The 60-day filing period for a grievance shall be extended to 90 days in cases where there is written evidence within the 60-day period that a pilot (or the Association on behalf of a pilot) notified either FedEx Contract Administration or a member of flight management of the underlying issue in an attempt to resolve the matter within the 60 day filing period. A grievance shall contain a statement of the facts and circumstances from which it arises, a citation to the provision(s) of the agreement that has allegedly been violated and the relief or remedy requested.
2. Notwithstanding the time limitation in Section 20.B.1. (above); grievances arising out of clerical or bookkeeping errors may be filed outside the 60 day period provided that they:
 - a. do not involve a dispute of the Company's interpretation or application of agreements between the parties hereto; and
 - b. can be definitively resolved by reference to Company records.
3. The Company may take corrective action at any time upon the discovery of clerical or bookkeeping errors, and the pilot shall be given notice of such change.
4. Copies of grievances shall be provided to the Association, and the designated Company officials.

C. Discovery

In response to a request by the other party for specific information, and if known and directly relevant to a grievance, a party shall produce names of witnesses and documentary information (including information in electronic format) but excluding notes except to the extent that the notes contain information from fact or expert witnesses. The party shall produce such information as soon as practicable. If necessary, the grievance hearing shall be delayed or continued in order to provide the parties with adequate time to prepare and/or respond. This paragraph shall not be construed to waive any privilege, provided under applicable law that would protect the information from disclosure, including the attorney-client privilege.

D. Hearing with Vice President

1. Within 15 days following receipt of a grievance, the Vice President, Flight Operations, or his designee, shall conduct a hearing to establish the facts of the case and, if possible, to resolve the dispute.
2. A pilot shall be entitled to Association representation, or the pilot may elect to be represented by another pilot, at any hearing conducted under Section 20.

3. The Association has the right to be present during any hearing conducted under Section 20.
4. The hearing may be conducted telephonically if mutually agreeable to the grievant(s), the Association and the Vice President, Flight Operations, or his designee. Within 15 days after the close of the hearing, the Vice President, Flight Operations, or his designee, shall issue his decision in writing to the signatory of the grievance, with a copy to the named pilot grievants (if any), the FedEx MEC Representation Department, and the designated Company officials. If the FedEx MEC Grievance Chairman is not the signatory of the grievance, then a copy shall be distributed to the Grievance Chairman as well.

E. Appeal of Decision

If the decision of the Vice President, Flight Operations, or his designee, is not satisfactory to the pilot or the Association, such decision may be appealed by the Association to the System Board in the manner set forth in Section 21. Such appeal shall be in writing and shall be filed within 15 days following the date on which the signatory of the grievance received the decision. Copies of the appeal shall be sent to the FedEx MEC Grievance Committee Chairman, the Vice President, Flight Operations and the designated officials in the Company's Labor Relations and Contract Administration Departments.

F. General

1. Time Limits

- a. Time limits and meeting dates set forth in this Section may be modified, orally or in writing, by mutual agreement of the parties. Oral agreements shall be confirmed in writing as soon as practicable. Requests for modifications shall not be unreasonably denied.
 - b. When any hearing or appeal afforded a pilot(s) by this Section is not requested within the respective time limits prescribed herein, including any extension mutually agreed upon, the decision of the Company shall be final and binding.
 - c. If the Company fails to schedule or conduct a hearing in a timely manner, or to issue a timely decision as required by this Section, the grievance shall be deemed denied on the deadline for the hearing or decision, provided, however, that:
 - i. the Company's obligations under Section 20.D.1. or D.4. shall not be diminished by this provision; and
 - ii. the Association shall not be deemed to have waived any arguments to the System Board regarding any claim for relief based on the untimely hearing or decision.
2. For purposes of Section 20, if a time limit is 15 days or less, the term "day" means business day. If a time limit is more than 15 days, the term "day" means calendar day. In any event, if the last day of a time limit falls on a weekend, or on a Corporate or ALPA Holiday (currently including New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the following Friday, Christmas, or the day on which such holiday is observed by the Company or ALPA), the time limit shall be extended through the first business day following the weekend or holiday. The parties shall inform each other expeditiously of any changes in Corporate or ALPA holidays.
 3. Delivery of all notices, appeals, and discovery requests and responses pursuant to this Section shall be made by Federal Express Overnight Letter, by certified mail, return receipt requested, in person, by facsimile transmission, Company electronic mail, or by other methods which provide verification of receipt. Such correspondence shall be made to the pilot's Company electronic mail address and to the pilot's permanent primary address. A pilot shall be deemed to have received notice upon the earlier of the pilot's actual receipt of notice or 20 days after the transmission of the electronic mail message. Company decisions shall be issued by FedEx Overnight Letter, with copies sent in the same manner to the FedEx MEC Representation Department, and the FedEx MEC Grievance Committee Chairman.
 4. The release from Company duty of the grievant(s) and a reasonable number of witnesses and Association representative(s) involved in the resolution of disputes pursuant to Section 20 shall be as provided in Section 18 of this Agreement. Expenses and flight pay loss, if any, for line pilot witnesses called by any party, shall be borne by the party who called the witness or otherwise incurred the expense. Pilots participating as a witness or representative in a Section 20 hearing shall be authorized round trip business jumpseat status to prepare for and attend such hearing.