

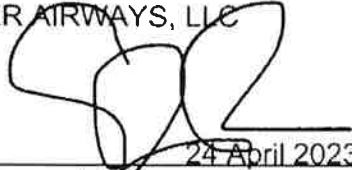
LETTER OF AGREEMENT
by and betwixt
SILVER AIRWAYS, LLC
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Replacement of Section 12 – Grievance Procedure

The parties have met and agreed to the following:

1. "Section 12 – Grievance Procedure" of the collective bargaining agreement, effective on January 1, 2023 will be replaced in its entirety with the new "Section 12 – Grievance Procedure," attached to this Sideletter and labelled "Attachment A."
2. This substitution will remain in full force and effect concurrent with the collective bargaining agreement and will remain in full force and effect following the amendable date of the collective bargaining agreement until changes/amendments, if any, have been negotiated between the parties in accordance with the requirements of the Railway Labor Act, 45 U.S.C. sections 151 et seq.
3. It is understood that the parties are not prohibited from negotiating any mutually agreeable changes and/or amendments to the new "Section 12 – Grievance Procedure" at any time prior to or following the amendment date of the collective bargaining agreement.
4. Any changes/amendments must be reduced to a writing signed by both parties.
5. It is further understood that by signing this Sideletter, no other sections of the collective bargaining agreement are affected.

SILVER AIRWAYS, LLC




STEVEN A. ROSSUM Date
Chief Executive Officer




GLENN BIFFIGNANI Date
Director-Inflight

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO



SARA NELSON Date
International President



MARIA SALINAS Date
Master Executive President



RICHARD P. WREDE Date
Senior Attorney/Negotiator

Attachment "A"

Section 12 - Grievances

Grievances, Investigation and Discipline

- A. A grievance is a dispute between the parties arising under the terms of the Agreement or alleging that the Company has issued discipline without just cause. Any Flight Attendant or group of Flight Attendants who have a grievance concerning any action of the Company affecting them shall be entitled to have such grievance handled in accordance with this procedure. Prior to the filing of a grievance, the Flight Attendant or Flight Attendants will discuss the matter with the Director of Inflight Services, or her/his designee, in an effort to resolve it. If it is mutually agreed by the Company and the grievant that such action will not facilitate a resolution of the issue, this step may be waived. When a written grievance is filed, it shall contain a reference to the provisions of the collective bargaining agreement alleged to have been breached and/or a statement that the discipline levied was without just cause and a short, concise statement of the facts involved.
- B. Written grievances must be submitted to the Director of Inflight or her/his designee, within thirty (30) calendar days after the Flight Attendant has knowledge or would be reasonably expected to have knowledge of the event which gave rise to the grievance.

Hearing

1. Within fifteen (15) business days of receipt of the grievance, a hearing will be held by the Director of Inflight or her/his designee.
 2. Within twenty (20) business days of such hearing the Company shall render its decision in writing and shall furnish the Flight Attendant, a designated Union representative and the AFA-CWA Legal Department with a copy of the decision.
 3. The grievant shall have the right to be represented at the Grievance Hearing by a Union representative or another Silver Airways Flight Attendant.
- C. If the decision in paragraph B.2. is not satisfactory to the Flight Attendant, it may be appealed by the Union to the System Board of Adjustment within thirty (30) business days after receipt by the aggrieved Flight Attendant(s) of the decision.
- D. Deadlines may be extended by mutual agreement in writing.

E. Written findings and decisions as described in this Section may be conveyed electronically via email. If the sending party does not receive confirmation of the receipt within five (5) business days of sending the email, they will confirm receipt via telephone.

F. Discipline and Discharge Grievances/Investigations

1. Discipline will only be levied for just cause following a Company investigation, including an investigatory meeting. Except for a verbal warning, a Flight Attendant will not be disciplined or dismissed from the Company without notification in writing with a copy to the MEC President/LEC President and the MEC Grievance Chair, of the precise charge or charges against her/him.

2. Discipline Meetings

At any meeting specifically convened to discuss matters that could result in discipline, a Flight Attendant will be advised of that possibility and will be entitled to be accompanied by a Union representative or another Flight Attendant. If a Union representative is not available on the scheduled hearing date, at the Flight Attendant or Union's request, the meeting will be rescheduled to a mutually agreeable date, no more than five (5) days after the originally scheduled meeting date unless both the Company and the Union agree otherwise. When the Company requires a Flight Attendant's presence for a meeting on her/his day off, the Flight Attendant will be paid the minimum pay for the day. Such day will not be considered a day of work for minimum day off purposes.

3. Discipline

A Flight Attendant removed from duty for a hearing or investigation in a disciplinary matter and who is later exonerated will be paid for all lost flight time. The Company will make every effort to complete a disciplinary investigation in a timely manner. Should an investigation take longer than fourteen (14) calendar days, the Company will provide the Flight Attendant and the Union with a status update at that time. If a Flight Attendant is removed from flying status, the investigation will take no longer than thirty (30) calendar days.

G. Travel to Investigatory Meetings and Grievance Hearings

1. An investigatory meeting, subsequent discipline and/or grievance hearings may be conducted by telephone conference or virtual meeting upon mutual agreement by the Union, Company and Flight Attendant.

2. The Company will provide the affected Flight Attendant/Grievant with positive space travel from her/his domicile to the meeting/hearing over the lines of the Company.
3. The Company will provide a Union representative who is a Flight Attendant employed by the Company with positive space transportation over the lines of the Company to and/or from the investigatory meeting or hearing.

H. General

1. Time limits in this Section may be extended by written mutual agreement of the parties.
2. If the Company fails to respond to a grievance within the time limits in this section and no extension has been mutually agreed, the Union may appeal the grievance to the next level.
3. The Company will not leave a message regarding a verbal counseling on the Flight Attendant's answering machine or voice mail.