

YOUR RIGHTS

AS AN EMPLOYEE

AFA-CWA Reference Handbook for United Airlines Flight Attendants



**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO
UNITED MASTER EXECUTIVE COUNCIL
WWW.UNITEDAFA.ORG**

Ladies and Gentlemen:

The founders of our Union understood that United Flight Attendants needed to build a Union for all Flight Attendants to improve standards throughout the industry and strengthen our profession. We benefit from being a part of the largest Flight Attendant Union because we have the same goals and circumstances as Flight Attendants regardless of the employer.

Even though only a small number of Flight Attendants ever find themselves in the disciplinary process, it could happen to any of us. The purpose of this booklet is to provide some basic guidelines, which you may refer to if you are ever involved as a witness or grievant in a disciplinary situation. We know that when you understand your rights at work, you will be better prepared to cope with any potential situation and, ultimately, make our Union stronger.

Negotiating improvements and maintaining our Contract are the primary functions of our Union. The daily work performed by the Members of AFA support this primary agenda and provides us all with a better experience on the job because we have a voice at our work. Our specialized committees work daily to defend and advance Flight Attendant jobs in areas such as scheduling, Contract enforcement, protection against company discipline, occupational rights, insurance, retirement, safety, health and security, as well as employee assistance. We also advance our career on Capitol Hill by advocating for job security, safety and workplace regulations and benefits under the law. Every time we succeed in obtaining improvements through Congressional action, we set a standard for our profession throughout the industry. We also improve our position at the bargaining table because we then focus on primary issues of pay and quality of work life that are important to United Flight Attendants.

The individual Flight Attendant who goes to work, performs their job as a safety professional, shares factual information with their peers and enforces the Agreement under which we all work is an integral part of our success as a Union. In coordination with the work accomplished through our volunteers, the power of our Union rests in our Solidarity. Together we hold the power of AFA and the ultimate ability to influence the direction of our future. When we effectively recognize our collective strength, and use it by standing together, we will accomplish our goals for a better tomorrow.

We encourage you to familiarize yourself with these materials and carry them with you, along with your Contract, at all times. Should you have any questions, contact your Local AFA Office.

In Solidarity,



Ken Diaz
President



Adam Novish
Vice President



Jeff Heisey
Secretary-Treasurer

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Your Right to a Witness

Our Contract gives us a right to a witness of our choice present in any discussion, with more than one management person, which may lead to disciplinary action. In fact, the company must advise you of this right. You have a reasonable length of time (not to exceed 24 hours) to obtain your witness. Do not allow the company to select a Flight Attendant of their choice for convenience. You may delay the discussion until you find a witness who is satisfactory to you provided you do not exceed 24 hours to obtain this person.

Though the Contract provides a right to a witness when more than one management person is present, it is advisable to request representation even in a one-on-one situation. If your request is refused, notify your Local Council Grievance Chairperson as soon as possible. One exception to the 24-hour rule would be if the evidence would disappear with time, i.e., being under the influence of alcohol or drugs. In such a case the employee may be required to obtain a witness more promptly. In all other cases, however, you are entitled to 24 hours to obtain the witness of your choice. A System Board Decision, MEC 1-79, states that the employee must be allowed up to 24 hours to obtain a witness even if the company wishes to complete a suitcase search prior to trip departure. Your right to a witness supersedes the company's wish to avoid replacing you on the trip. In such a case, you would be removed from the trip with pay.

If there is a question about your right to have a witness, refer to Section 26.F.6. of our Contract. Also, inform your Local Council Representative at once if this representation is denied.

Flight Attendant Fatigue Risk Management Program

The Flight Attendant Fatigue Risk Management Program (FA-FRMP) is an enhanced program as a result of the FAA Reauthorization Act of 2018, which contained the requirements for the FA-FRMP. The primary goal of the program is to encourage Flight Attendants to proactively identify and report instances of fatigue before they occur, while also reducing the risks associated with a Flight Attendant flying fatigued by minimizing any fatigue-causing outside influences. If a Flight Attendant has a claim of fatigue, call is placed directly with Crew Scheduling. Flight Attendants are encouraged to review the varying types of fatigue and how they are included in the program. Benefits of the FA-FRMP include:

- New, easy-to-use confidential fatigue reporting tool that allows Flight Attendants to proactively identify and report fatigue and ask questions.
- Updated flight training to reflect inclusion of information on and the existence of the program
- Introduction of the Fatigue Review Committee (FRC), which is tasked with identifying the root cause for each reported instance of fatigue by ensuring that all policies and procedures are adhered to in reviewing and acting on reported fatigue events.
- Data analysis and tracking capabilities that allow for a scientific understanding of fatigue cases and to determine the root causes of fatigue

Insubordination

Insubordination is defined as a refusal to follow a direct order from a superior (member of management, i.e., crew scheduler/supervisor). You must comply with a direct order from a superior unless an order would endanger your health and safety

(or that of your crew or passengers). A direct order should contain several components. You should be told you are being given a direct order, you should be told what it is you are being directed to do, and you should be told failure to comply may result in your termination. If a superior requests you perform an act, which you judge to be in violation of the Contract, establish whether or not such request is a direct order (if possible, in the presence of a witness). If the superior states such instruction is a direct order, perform the ordered act under protest and resolve the dispute later through the Grievance process. Contact an AFA Representative immediately.

IMMEDIATE ACTIONS

- Obey, unless the action endangers health or safety.
- Grieve later.

Drug and Alcohol Testing

Ensure that management uses only official Department of Transportation (DOT) procedures established for mandatory alcohol testing. DOT procedures require the use of a standardized breathalyzer. The categories of testing allowed are: random, reasonable cause/suspicion, post-accident, return to duty, follow-up, pre-employment/post offer.

The standard required for reasonable suspicion/cause is based on one supervisor's "specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee." If you are asked to submit to a "reasonable suspicion/cause test," find a witness (preferably a Union Representative).

In the presence of your witness, ask the supervisor what evidence is being used to require the test. Write down exactly what the supervisor states.

If management directs you to take any alcohol test beyond the scope of DOT procedures (such as a blood alcohol test), contact a Union Representative immediately. You should not be required to take any test that deviates from DOT procedures. Under no circumstances should you release any test results to the company before you consult your Union.

• **Drug Testing**

Ensure that management uses only DOT procedures. To protect yourself, always ask for a SPLIT SAMPLE. Also, always contact the Union if the test results are positive.

Section 7.I.3.f. provides for a 15 minute extension of your duty time for pay credit purposes.

Section 21.E.1. For the purpose of FAA duty time and minimum rest regulations a Flight Attendant undergoing drug and/or alcohol testing will be deemed to be on duty until the testing collection process is completed.

Section 21.E.2. When a flight Attendant is required to provide a urine or breath specimen in order to comply with federally mandated random drug or alcohol testing programs, she/he shall be compensated in the amount of \$25.00.

Sections 6.R.10.b. and 21.E.3. A Flight Attendant shall not suffer a loss of pay or credit as a result of a random drug/alcohol test that interferes with her/his schedule.

IMMEDIATE ACTIONS

- Ensure the DOT procedures are followed.
- Request a split sample.
- Ensure duty credit and/or pay are reflected in your pay register.

Suitcase searches

AFA has consistently opposed searches of the belongings and person of Flight Attendants for obvious reasons. It is an embarrassing and humiliating experience to have your privacy invaded by having your personal effects exposed. In addition, it is insulting to be suspected of theft or transporting drugs. In suitcase searches, the innocent have cause for outrage. Arbitrators, however, have ruled that with reasonable cause, the company may conduct a search of an employee's belongings. These arbitration rulings have in mind a company's right to protect its property from theft or illegal drugs. If you are ever confronted with a demand to submit to such a search, you should:



- A. Demand the presence of a qualified witness (preferably from the LEC Union Grievance Committee) before you submit to any search or answer any questions. Remember, the Contract says that you have the right to union representation. If you are unable to obtain an acceptable witness, offer to lock your belongings in an airport office and give the key to an acceptable third party until the witness can be obtained. (See “Your Representation Rights”)
- B. In the presence of your witness, demand that the company state the reasons why they are asking to search your belongings.
- C. Ask if a direct order is being made to you to open your belongings. (See the Section “Insubordination”)
- D. If the company still insists that you must open your suitcase, state that you will do so under protest. In view of your witness, allow the company official to open and inventory your belongings. Be sure to record the names of the company official(s) involved and contact your Local Council Grievance Chairperson or any of your other AFA Representatives.

IMMEDIATE ACTIONS

- Never voluntarily submit.
- Submit only with direct order under protest.
- Demand a witness of choice.
- Contact a Union Representative immediately.

Withholding From Service

Section 23.A.5. A Flight Attendant may be held out of service (with pay provided the Flight Attendant is otherwise qualified for duty) by the Company during its investigations of a matter which may lead to discipline or discharge. Flight Attendant will not be withheld from service for a period longer than 14 days.

Nondiscrimination

Section 3.S states the Company and Union recognize the value of a diverse Flight Attendant workforce and share a mutual commitment to a workplace free of discrimination in which it is unacceptable to engage in offensive behavior based on protected categories. The Company shall not discriminate with regard to terms and conditions of employment based on age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation (including same-sex marriage), veteran status, or any other protected category under applicable law. Notwithstanding the foregoing certain differences in benefits and travel privileges may exist between married and non-married flight Attendants, domestic partners or same-sex spouses and opposite-sex spouses to comply with applicable state and federal tax laws.

Investigations

You may be the subject of a company investigation if management suspects you of violating a company rule.

A Flight Attendant has certain obligations and specific rights throughout a company investigation.

• **Obligations**

You have the obligation to answer management's questions truthfully and candidly to the best of your knowledge. Management has the right to ask questions regarding your actions provided the questions are related to the company's business. They do not have the right to ask personal questions unless there is a relationship between your actions and the company's business.

For example:

- Management may ask if you wore uniform items while off duty in a specific restaurant to determine if you could be identified as a UAL employee during an incident.
- It would not be appropriate for management to ask how often you attend church or what religion you follow.

• **Investigatory Meeting**

In an investigatory conference, let management ask the questions. If the questions are too general, ask the investigator/supervisor to focus more specifically on what she/he needs to know.

Respond with specific answers, which you know to be correct. Do not guess. Do not volunteer information, which is only speculative. If you do not know the answer to a question, state precisely, "I do not know". Do not draw conclusions.



IMMEDIATE ACTIONS

- Ensure you are given all documents before answering questions.
- Review all documents carefully before discussion begins.
- Ask to speak to a Union Representative before discussion.
- Ask for a witness of choice.
- Give only answers you know are accurate. Do not guess, speculate or draw conclusions.
- Take notes. Do not voluntarily sign any document you did not write.
- Take time to collect your thoughts before writing a report.

Protect yourself. Ensure your Union Representative is present. Ask for paper and take notes of management's questions and your answers. You may be sure that management will be noting every word you state.

• **Written Reports**

The company may ask you to submit a written statement of the incident under investigation. If you feel confident that you are able to collect your thoughts to write an accurate statement of what you personally saw or heard during an incident, complete your statement.

If, however, the hour is late (some investigations have begun at midnight following a long duty day) and you are fatigued or apprehensive, request management to give you time to collect your thoughts in order that your statement can be accurate.

If the company then orders you to write a statement immediately, you must comply but you may protect yourself by including in your statement whatever below is appropriate.

1. I am submitting this statement under a direct order.
2. I am feeling fatigued and under duress and, therefore, cannot accept responsibility for any inaccuracy.
3. I have offered to submit my statement after sufficient rest.

At times, management has written statements based on oral statements of Flight Attendants. The Flight Attendant has been handed a statement and told to sign it.

Do not voluntarily sign any statement not written by you in your words. If you are given a direct order to sign any statement not written by you, comply and add the following to your signature:

“My signature is not voluntary but is executed from a direct order from supervisor _____.”

• **Rights**

Under the Contract, management must comply with the following provisions:

A. Documents

Section 23.A.3. requires that prior to the investigation, the company must provide you with all related documents and reports before the investigation begins. This Section was negotiated to protect you from entrapment if you are accused of wrongdoing. Take the time you need to review these documents carefully before you answer any questions. Often a management representative from Inflight Service will ask the questions. Sometimes a member from United's Corporate Security with FBI experience will interrogate you. However, anyone (regardless of the department) asking you questions is required to comply with the due process provisions of the Contract.

B. Union Representation

Section 23.A.1. gives you the right to union representation or representation by another employee if requested by the Flight Attendant if more than one management person is present at the investigation.

You Must Initiate the Request to make use of the Above Rights

It is in your best interest to contact a Union Representative for advice before you begin an investigatory discussion. In addition, your union representative can take notes of the investigation.

Rights while on sick leave status

• Mandatory Calls to Supervisors



The company has the right to instruct you to call a supervisor when you place yourself on sick leave status. Although the Contract provides that you are not required to disclose the nature of personal injury or injury except to Company Medical Department (See Section 13.C.1.), a legitimate question of management would be the estimated date of return to duty. You are also obligated to provide an accurate contact number while on sick leave status.

You retain the following rights under the Contract:

1. You are not required to remain telephone available on days not scheduled for duty.
2. During your illness you should not be required to make calls to management on days not scheduled for duty. If a supervisor instructs you to call on a scheduled day off, alert the supervisor to this fact. Contact the Union if the supervisor does not respect your Contract rights.
3. All information in your medical file should be known only to the Medical Department (OPCMD) and not divulged to Inflight Management or anyone else without your consent (Contract reference Section 13.C.1.)

• Visits to Medical Facilities / Absence Certificates

The company retains the right to require a visit to a medical facility on a day scheduled for duty provided you are well enough to transport yourself to the facility without jeopardizing your health or safety.

1. Normally, you should not be required to visit a medical facility on a scheduled day off. (e.g., Note Reserve days off are inviolate except as provided in 10.D. and 12.M.3.).
2. If you are too ill to drive safely to a medical facility (e.g., symptoms of nausea, faintness, etc.), state this fact to the supervisor. Let the supervisor propose the solutions. Anything the company requires or provides (e.g., prepaid transportation) must be paid for by the company.
3. Feel free to ask the supervisor what benefit management would derive from a medical visit. If you feel a directive is unreasonable or violates your Contract, comply under protest (unless your health or safety would be jeopardized) and contact your Union Representative as soon as possible.
4. The purpose of a company directed medical visit would be to verify your illness or a referral for treatment or verification of illness when circumstances suggest abuse or misuse of sick leave has occurred (See Section 13.C.5). You are not required to accept any particular type of treatment against your will.

Family Medical Leave

Family medical leave (“FML”) shall be available to eligible Flight Attendants in accordance with the Federal Family and Medical Leave Act (“Act”) and as modified in the Contract (See Section 15.I.)

In order to meet the hours of service requirement for FML, a Flight Attendant must in the twelve (12) month period immediately preceding the commencement of the FML leave: (1) have worked or been paid for not less than 60% of the applicable total monthly guarantee; and (2) have worked or been paid for not less than five hundred four (504) hours, not including personal commute time, or time spent on vacation, medical or sick leave.



Dispute Resolution

A Dispute Resolution process was negotiated (Section 23.E) to provide:

1. An expedited process to resolve everyday contract and company Policy disputes, such as payroll issues or crew desk assignments.
2. A two-track performance management system that includes a more objective attendance policy for Flight Attendants at United Airlines.



The program does not change management policies, but rather provides a more transparent application of these policies and clear parameters for Flight Attendants to better control circumstances on the job. Included here is only a summary of the program. A complete guide may be accessed in the Contract section of our [website: www.unitedafa.org/contract/dispute](http://www.unitedafa.org/contract/dispute), as well as [Section 23.E. of the JCBA](#).

• *Individual Contract and Company Policy Disputes*

Individual disputes over the Flight Attendant Agreement and company policy, identified by the Flight Attendant through a report to their Local AFA Council, use a process that focuses on an interest-based problem solving model, encouraging faster resolution. Examples of Disputes: pay issues, understaffing; scheduling issues – mis-award of trip trade; bypass of an open flying request; adjustment of guarantee; complaint letters; etc.

Fundamental disputes regarding interpretation and application of the Agreement will remain under the purview of the System Board of Adjustment with a neutral arbitrator to review the case.

• *What do you do to address a Contract or Company Policy Dispute?*

A group of Flight Attendants or a single Flight Attendant must file a Local Council worksheet on www.unitedafa.org within 60 calendar days of the dispute or within 60 days after the Flight Attendant(s) reasonably would have knowledge of the dispute. The Worksheet is submitted to the Flight Attendant’s Local AFA Council office and includes the names and all pertinent information concerning the dispute.

The Local Council will verify the dispute and determine if it is meritorious and file a Notice of

Dispute with the company within 30 days of receipt of the Worksheet. The company will meet with AFA within 30 days to work to resolve the issue.

The process also provides for a review procedure for individual Contract disputes that are not resolved at the local level.

Performance and Attendance Management Tracks:

1. Attendance

The Attendance Program removes subjectivity and creates clear cut rules for attendance. The program is applied uniformly and is easily understood, compared with the previous subjective method. The program more objectively defines attendance expectations through a point-based system similar to systems implemented at other airlines and other companies outside the airline industry.

Attendance Occurrence Points Assessment

Illness/Injury:

- Over 6 Days 2 points
- 6 days or less, with no Physician's note 2 points
- 6 days or less, with Physician's note 1.5 points

❖ A "Physician's note" is a written notation from the Flight Attendant's treating physician or a physician affiliated with United Medical. The note should ONLY contain:

1. Date of illness/injury
2. Date of examination
3. Date of return to work
4. A signature of the physician or physician's designee, on the document that includes at a minimum, the doctor's printed name, address and telephone number.

NOTE: No additional information relating to the nature of the illness or injury should be included. This note is entirely at a Flight Attendant's option. Physicians' note must be submitted to Flight Attendant's supervisor, not to United Medical for point reduction, on or before your next scheduled pairing following the illness or injury.

- Missed Trip 3 points
- Picks up pairing on same day of departure – Flight Attendant must be at base 2.5 points
- Late boarding that delays the flight 2.5 points
- Missed meeting/missed training 2 points
- Late boarding, no flight delay 1.5 points
- Late check-in 1 points

❖ An Occupational injury or illness absence will generate points but will not trigger new or elevated discipline. Point assessment will be applied according to length of absence. AFA has long disagreed with the inclusion of occupational injuries in any way under the disciplinary system.

Attendance points under the "attendance Points system" shall not be assessed for any absence that is the result of a Flight Attendant's injury on the aircraft caused by verified unannounced clear air turbulence or sudden aircraft movement, passenger assault, emergency evacuation, aircraft accident, hijacking or sabotage (See Section 3.C.3)

- Time off pursuant to Contractual and/or company policy is exempt from point assessment. EXAMPLE: Jury Duty; Bereavement; Management Drops; etc.
- Special Circumstances are handled on an individual basis at sole discretion of the company. Notify AFA if you believe certain special circumstances were not adequately considered.
- When a Flight Attendant is not in discipline, points only remain on file for on a rolling 12 month period from its occurrence.

Discipline - Attendance

6 points or more	Attendance Warning 1
12 points or more	Attendance Warning 2
18 points or more	Attendance Warning 3
24 points or more	Attendance Warning 4
30 points or more	Letter of Investigation (LOI)/Termination

- The effective date of the Attendance LOW is the date of the triggering point occurrence. **Example:** A 12-month period commencing on January 15, 2022 includes the period of January 15, 2022 through the end of the day of January 14, 2023.
- The Attendance Warning 1 will remain in effect for 12 months of active service at which time it will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 2.
- The Attendance Warning 2 will remain in effect for twelve months of active service at which time Attendance Warnings 1 and 2 will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 3.
- The Attendance Warning 3 will remain in effect for 18 months of active service at which time the Attendance Warnings 1 – 3 will be cleared from the record unless the Flight Attendant progresses to an Attendance Warning 4.
- The Attendance Warning 4 will remain in effect for 24 months of active service at which time the Attendance Warning 1 – 4 will be cleared from the record unless the Flight Attendant progresses to a Letter of Investigation/LOI – Attendance-Termination
- **A Flight Attendant whose attendance discipline expires shall exit the Attendance Disciplinary Track with zero points.** In other words, when a Flight Attendant clears any Attendance Warning all points accrued since the issuance of the Attendance Warning will also be cleared from the Flight Attendant's record.

2. Performance

Performance issues such as complaint letters, appearance standards and other issues associated with the Working Together Guidelines are tracked separately from attendance issues..

Discipline – Performance

Performance Warning 1	Duration of 12 months of active service from date of issuance unless progressed to a higher level.
Performance Warning 2	Duration of 18 months of active service from date of issuance unless progressed to a higher level.
Performance Warning 3	Duration of 18 months of active service from date of issuance unless progressed to a higher level.
Performance Warning 4	Duration of 24 months of active service from date of issuance unless progressed to a Performance Letter of Investigation/LOI -Termination.
Performance Letter of Investigation/LOI	LOI - Termination

• ***Disputing Discipline***

A Flight Attendant may request a review of any Attendance Warning within 30 days from the issuance of the Attendance Warning and 30 days from the verbal notification of the Performance Warning. Contact your Local Council.

Additionally, complimentary, complaint or disciplinary letters that are no longer in effect under the provisions above, will be considered to be expired. A Flight Attendant must request that expired letters be removed from her/his personnel file and returned to the Flight Attendant. (See Section 22.E)

Check Your Work History



Flight Attendants are able to access and are responsible to know the status of their point accumulation and performance in CCS. We encourage you to review your work history (eWH) in CCS. And your points record (Work History) regularly.



Local Councils

BOS Council 27

Phone: (617) 567-5560

Email: afabos@unitedafa.org

DEN/PHX Council 9

Phone: (303) 780-3050

Email: afaden@unitedafa.org

HNL Council 14

Phone: (808) 225-1782

Email: afahl@unitedafa.org

LAX/SAN Council 12

Phone: (310) 646-7518

Email: afalax@unitedafa.org

SFO Council 11

Phone: (650) 952-6144

Email: afasfo@unitedafa.org

United AFA MEC Website

Unitedafa.org: Visit for all the latest news, on-line Member Account, Contract and much more.

CLE Council 63

Phone: (440)-796-7941

Email: afacle@unitedafa.org

EWR/FLL/MCO/TPA Council 6

Phone: (833) 232-3976

Email: afaewr@unitedafa.org

IAH/AUS Council 42

Phone: (855) 423-2424

Email: afaiah@unitedafa.org

LHR Council 7

Phone: 011-44-208-935-5613 (US)

0208-935-5613 (UK)

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United MEC Office

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AFA Debrief

Twice weekly publication of articles and news to support you in the workplace.

DCA Council 21

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Email: afadca@unitedafa.org

GUM Council 65

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LAS Council 25

Phone: (702) 843-0537

Email: afalas@unitedafa.org

ORD Council 8

Phone: (773) 601-5041

Email: afaord@unitedafa.org

EAP/PS

From time to time, everyone experiences personal family or work-related problems. If you find you need to talk to someone from AFA EAP, please contact (800) 434-2406.