

## **ARTICLE V Grievances**

1. It is expressly understood and agreed that the services to be and being performed by the employees covered by this Agreement pertain to and are essential to the operation of a Public Utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreement and conditions herein by and between the Company and the Union to be kept and performed, the Company and the Union mutually agree that during the term of this Agreement there shall be no lockouts by the Company and there shall be no strikes, stoppages of work or any other form of interference with any of the production or other operations of the Company by employees in the bargaining unit.

2. When an employee is interviewed by a Supervisor or member of Management for any reason, the employee shall have the right to request and require the presence of that appointed or elected Union representative most readily available as a witness or advisor if she so desires. She may request this prior to or during the interview but may not insist upon a particular individual if another of equal rank in the Union organization is more conveniently and readily available.

3. All disputes and controversies arising under or in connection with the terms or provisions hereof shall be subject to the grievance procedure hereinafter set forth:

When an employee considers herself aggrieved, she shall discuss the incident with her Supervisor and her Steward. If the issue has not been settled by the end of the employee's next working day, it may be taken to Step 1 of this procedure.

If a settlement is reached before the grievance is reduced to writing, a pre-grievance form shall be filled out and the Grievance Committeeperson must sign and approve the document. One copy will be given to the grievant; the Supervisor will retain one (1) copy and will mail one (1) copy each to the Grievance Committeeperson and the Local Union Office.

Step 1: The employee will obtain a Grievance Form and complete the upper portion stating her grievance and other pertinent information. The form will be presented to her Supervisor within fifteen (15) scheduled days (Grievant's scheduled days off and Holidays excluded) after the event causing the grievance. The Supervisor

will sign and date the form acknowledging the request of the employee for a grievance hearing. The Supervisor will retain all copies pending completion of the form and give the employee a receipt indicating that her grievance has been submitted.

The Supervisor will arrange for a grievance hearing as soon as practical, but no later than ten (10) scheduled days (Grievant's scheduled days off and Holidays excluded) after receiving the Grievance Form from the employee. The Step 1 grievance will be between the Grievant, her Steward, the Grievance Committeeperson, or their nominees, and those witnesses as both the Union and Company agree are needed to resolve the grievance, the Supervisor and Manager of the local unit involved and/or the Superintendent or their appropriate designees. At the conclusion of the hearing, the Company will complete the lower portion of the Grievance Form. The completed form will serve as a statement of the employee's grievance and the Supervisor's response. One (1) copy of the completed form will be provided to the employee and one (1) copy to her Union Representative at the conclusion of the hearing, if possible, but in any event within five (5) scheduled days (Grievant's scheduled days off and Holidays excluded) after the date of the hearing. The Supervisor will retain one (1) copy for the local file and mail one (1) copy to the Manager of Labor Relations and one (1) copy to the Chairman of the Grievance Committee at the Local Union Office. The Company agrees to scan and send to the Union office a PDF file copy of all company grievance forms once it has been completed by all parties in the first step of the grievance procedure.

Safety grievances involving an immediate threat to the safety and/or health of employees will be given priority in the grievance procedure.

In Step 1 the grievant and other Union participants will receive their base wages for time spent at the grievance if heard during their regularly scheduled hours (excluding overtime hours).

Step 2: If an adjustment of the grievance cannot be reached in Step 1, and the aggrieved employee elects to proceed to Step 2, the employee or Steward, at the employee's request, shall reduce the grievance to writing on the Union's Grievance Form, stating all particulars, and shall furnish a copy signed by the Steward to the Local Union Grievance Committee.

Should the Union intend to pursue the grievance to Step 2, the Union will send written notice of such intent to the Manager of Labor Relations and to the Manager of the local unit involved within sixty (60) working days (Saturdays, Sundays and Holidays excluded) following the date the completed Grievance Form is received in the Union Office.

Upon timely notification from the Union to the Manager of Labor Relations, the Company shall arrange for a Step 2 Grievance Hearing to be scheduled not more than sixty (60) calendar days after receipt of notice to proceed to Step 2. The hearing will be conducted at the District, Plant or Department in which the grievance originated, unless another location is mutually agreed to by the Company and the Union. The Company will be represented by the Manager of Labor Relations, or his appropriate designee. The Union will be represented by the International Staff Representative, the Local Union President and the Local Union Chairperson of the Grievance Committee, or their appropriate designees and any other participants as the Union and Company agree are pertinent to the resolution of the grievance. (The Company and the Union may mutually agree, in order to expedite a particular grievance or grievances, to hear these grievances at the Company's Corporate Office.) Union participants in Step 2 will receive their base wages for time spent at the grievance if heard during their regularly scheduled hours (excluding overtime hours).

Minutes of the 2nd Step hearing shall be prepared by the Manager of Labor Relations or his representative within ten (10) days (Saturdays, Sundays and Holidays excluded) of the hearing date. Four (4) copies of the minutes shall be mailed to the Office of the United Steelworkers, Local 13796, for their signatures.

Any corrections or additions to the minutes may be prepared by the Union and shall be returned to the Company along with one (1) signed copy of the minutes, within sixty (60) calendar days, measured from the date the minutes are received in the Union office.

If an adjustment cannot be reached pursuant to and in the manner hereinabove set forth, the specific grievance may be submitted to arbitration upon the election of either the Company or the Union by written notification to the other party within sixty (60) calendar days from the date of receipt of the signed minutes of the Step 2 hearing by the Company.

Prior to the scheduling of a grievance to be heard in regular arbitration a meeting may be called, at the request of either party, between the Manager of Labor Relations and the International Union Staff Representative, or her designee for the purpose of attempting to mutually resolve the grievance without going through the arbitration process.

- Step 3:
- A. **ARBITRATION:** If an adjustment cannot be reached in Step 2, the specific grievance may be submitted to arbitration by the International Staff Representative by written notification to the Company within sixty (60) calendar days from the date of the receipt of the signed minutes of the Step 2 Hearing by the Company.
  - B. A permanent panel of arbitrators shall be established to hear all grievances submitted to arbitration except those submitted by mutual agreement for resolution under the Expedited Arbitration Procedure. Maximum of three (3) arbitrators will be selected by mutual agreement of the Company and the Union. Each arbitrator selected will be notified of her selection and asked to indicate acceptance or rejection of the appointment. If any arbitrator rejects appointment to the panel, a replacement shall be selected by mutual agreement.
  - C. The Company and the Union each may notify the other in writing, during June of each year of the term of the Agreement that they desire to remove one (1) arbitrator from the permanent panel. That arbitrator shall then be notified of her

removal by a joint letter from the parties; provided that an arbitrator who has been selected to hear a particular grievance shall not be removed from the panel pursuant to notice timely given by either party until after she has heard that grievance and rendered an award. If an arbitrator is so removed from the panel, a replacement shall be selected by mutual agreement of the parties within thirty (30) days after the removal.

- D. The priority for selection of an arbitrator shall be determined by the dates of submission of the grievances to arbitration, with the earliest submitted grievances receiving priority for selection of arbitrators provided that such priority for the selection of an arbitrator may be changed by the mutual agreement of the Company and Union. If the arbitrator selected for a particular grievance cannot hear that grievance within two (2) months from the date she is notified of her selection she shall be bypassed and another arbitrator shall be selected by lot and so on until one is selected who can hear that grievance within the two (2) month time limit.
- E. The arbitrator shall be governed by the terms of this Agreement and shall have no power to add to, detract from or change its terms. The decision of the arbitrator shall be accepted as final and shall be complied with by the employees, the Company and the Union. This decision shall be in writing, a copy of which shall be delivered to each of the parties in regular course, and the decision shall, if required, include the necessary time for compliance with the provisions or directions thereof by the Company and/or the Union, or those represented by the Union.
- F. Either party may arrange for a transcript of the arbitration hearing. If both parties request copies of the transcript, they shall split the fees and expenses of the reporter, and the party arranging for the transcript will pay the cost of the arbitrator's copy of the transcript. Each party will pay for its own copy of the transcript.
- G. Either party requesting a brief will notify the other party fifteen (15) days prior to the date of the hearing.

- H. The expenses and fees of the arbitrator shall be shared equally by the Company and the Union, and each party shall bear the responsibility for compensating its own witnesses and representatives at the arbitration hearing.
- I. The grievance will be heard at the District, Plant or Department where the grievance originated unless the parties agree on another location.
- J. Prior to the scheduling of a grievance to be heard in Regular Arbitration, a meeting may be called, at the request of either party, between the Manager of Labor Relations and the International Union Staff Representative, or their designees, for the purpose of attempting to mutually resolve the grievance without going through the arbitration process.

**DISCHARGE GRIEVANCES:** The 1st Step of the grievance procedure, at the election of the Company or the Union, may be bypassed and the grievance be heard in the 2nd Step.

All discharge grievances shall be heard in the 2nd Step within forty-five (45) calendar days from the date of the discharge (Saturdays, Sundays and Holidays excluded).

**ARBITRATION-DISCHARGE:** The Company and the Union shall agree on a list of Arbitrators (5 to 8 in number). An Arbitrator shall be selected from this list, according to her availability, to hear the discharge grievance within a reasonable time.

**EXPEDITED ARBITRATION:** The following expedited arbitration procedure is hereby adopted.

The expedited arbitration procedure is designed to provide prompt and efficient handling of all cases within such procedure.

A panel of arbitrators sufficient to insure the intended operation of this procedure shall be jointly selected by the representatives of the parties to this Agreement. Such panel should be selected from the American Association of Arbitrators or Federal Mediation and Conciliation Service. This panel when established, will remain in effect for no less than one (1) year.

The expenses of this procedure shall be borne equally by the Company and the Union.

Upon receipt of the Step 2 minutes as provided in this Article, the Union designee and the Company designee may agree in writing to appeal the grievance to an arbitrator under this expedited arbitration procedure.

As soon as the Union designee and the Company designee agree to appeal a grievance under this procedure, they shall notify the designated arbitrator.

The designated arbitrator is that member of the panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing.

Immediately upon such notification, the designated arbitrator shall arrange for the hearing to take place not more than twenty (20) working days thereafter in the plant or district where the grievance originated.

If the designated arbitrator is not available to conduct a hearing within the twenty (20) days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

The hearing shall be conducted in accordance with the following:

- A. The hearing shall be informal.
- B. No briefs shall be filed or transcripts made.
- C. There shall be no formal evidence rules.
- D. Each party's case shall be presented by a previously designated representative.
- E. The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before her by the representatives of the parties.
- F. The Arbitrator may issue a bench decision at the hearing; but in any event, she shall render her decision within forty-eight (48) hours after the conclusion of the hearing. Her decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the basis for her conclusion.

These decisions will not be cited as a precedent in any discussion of complaints or grievances at any step of the grievance or arbitration procedure.

Time spent by Union participants during normal work hours in Steps 1 and 2 shall be paid by the Company in the usual manner

4. No grievance may be filed by the aggrieved employee later than fifteen (15) days (Saturdays, Sundays, and Holidays excluded) after the event causing the grievance.

5. If more than one (1) employee considers herself aggrieved by the same incident all such must file their grievances within the fifteen (15) days (Scheduled days off excluded) following the incident. If multiple individuals file timely grievances regarding a single incident, the Grievance Committee person shall combine all such grievances under a single grievance prior to pursuing the Step 2 Hearing.

6. Only those grievances which have been filed in the manner set forth in the grievance procedure will be considered in the final settlement of the grievance or grievances.

7. The Company will not discipline an employee more than fifteen (15) days (Saturdays, Sundays, and Holidays excluded) after the date of the incident. The fifteen (15) day period will not apply and the Company may discipline an employee at any time for the reasons of dishonesty on the job, stealing of Company property, or if an employee is convicted of a felony and is subjected to a prison term.

8. The District or Department issuing a letter of reprimand or warning to an employee will send a copy of the letter to the home address of the Grievance Committee person involved, the Local Union Office and the President of the Union.

9. Employees who are removed from the payroll during their probationary period shall have no recourse to the grievance procedure.



10. In the event an employee is suspended or discharged, the Company shall mail to the Grievance Committee person of the Union Division in which the action occurs, and two (2) copies to the Local Union President at the Union Office of the United Steelworkers, Local 13796, a detailed report of the case together with all pertinent background information not later than ten (10) working days following the effectiveness of such suspension or discharge (Saturdays, Sundays, and Holidays excluded). This procedure does not apply to layoffs or reduction in the work force. Not later than fifteen (15) days after mailing such notice, the Union shall initiate any action considered appropriate. Suspensions shall be heard in the expedited arbitration process as soon as possible upon the receipt of the grievance report.

11. Should the terms or provisions contained in this Agreement appear to be violated and the employee or employees affected thereby decline to initiate or follow through the grievance in the grievance procedure hereinabove set forth, then the Local Union Grievance Committee shall, within forty-five (45) working days after the apparent violation, file a grievance in Step 1 to resolve the matter and, if necessary, invoke all the subsequent steps hereinabove specified.

12. Neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and said party shall have failed to correct the matter to the satisfaction of the other party.

13. Grievances resulting in a monetary settlement in favor of the employee in the first year of the Agreement will be retroactive up to a maximum of twelve (12) months.

14. Grievances resulting in a monetary settlement in favor of the employee in the second and third years of the Agreement may be retroactive to the effective date of the Agreement.