

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1 — COVERAGE AND SCOPE

This shall be the exclusive procedure available to employees for the resolution of grievances as defined in Section 2(A) of this Article and for the Union as defined in Section 2(B) of this Article.

- (A) Nothing in this Agreement shall be construed as precluding discussion between an employee and his/her designated representative and his/her immediate supervisor about a matter of concern to either of them.
- (B) Once a matter has been made the subject of a grievance under this procedure, nothing in this Agreement shall preclude either party to this Agreement from attempting to resolve the grievance informally.

SECTION 2 — TYPES OF GRIEVANCES

- (A) An employee grievance is a complaint by an employee or group of employees concerning the interpretation, application and/or violation of this Agreement; or the interpretation or application of Local 1000 Work Rules; or the alleged commission of an unfair labor practice by Local 1000.
- (B) A grievance by the Union is a complaint concerning the interpretation, application and/or violation of this Agreement; or the interpretation or application of Local 1000 Work Rules; or the alleged commission of an unfair labor practice by Local 1000. In the case of a Union grievance, the Parties will waive STEP 1 of this procedure; and an authorized Union Officer shall present the grievance in writing at STEP 2.
- (C) Appeals of discipline and discharge shall be filed at STEP 2 of the grievance procedure, in accordance with Article 8. Such appeals shall be filed within ten (10) days of delivery of written notice of the proposed action.
- (D) If the Union requests expedited arbitration under Article 11, section 2, the following shall occur: The parties shall meet within ten (10) days of receipt of the filing at STEP 2. The Union shall discuss in detail its factual and legal contentions, including the requested remedy. Management will respond similarly. The parties shall initiate the process of selecting an arbitrator and choosing a hearing date(s) during the twenty (20) days immediately following the Union's filing at STEP 2. Such process shall not interfere with or delay the attempts to resolve the dispute by mutual agreement within the twenty (20) day period. The arbitration shall not be held within the twenty (20) day period, except by mutual agreement.

SECTION 3 — WHO MAY INSTITUTE GRIEVANCES

- (A) The Union may initiate a grievance on its own behalf as defined in Section 2(B) of this Article. Any such grievance must bear the signature of a Union official or representative.
- (B) A grievance under this Article may be initiated by employees either singly or jointly or by the Union on behalf of employee(s). Any such grievance must bear the signature(s) of the aggrieved employee(s).

SECTION 4 — REPRESENTATION

- (A) An employee may initiate and pursue any grievance concerning a dispute between the employee and Local 1000 through STEP 2. Any written statement of a grievance shall be delivered to the Union on the same day as delivered to Local 1000. Any written response by Local 1000 to a grievance shall be delivered to the Union on the same day as delivered to an employee. The Union shall have the right to have its representative present at any proceeding or meeting held to investigate or settle a grievance brought by an employee. Local grievant shall give the Union two (2) days' notice of the time and place of any proceeding or meeting with an employee. Local 1000 and an employee shall not settle a grievance on terms contrary to this Agreement without the consent of the Union. Nothing in this Section shall permit the Union to participate in a grievance initiated by an employee or prohibit an employee from designating a representative of his or her choice.
- (B) Whenever in this Article a right is given a grievant, the right may be exercised by the grievant's representative. Whenever in this Article a grievant is entitled to a meeting, the grievant's representative shall have a right to be present and participate in the meeting. Whenever in this Article delivery is required to the grievant, delivery shall be effective if made to the grievant's representative. Whenever in this Article delivery is required to the designated manager of Local 1000, delivery shall be effective when made to the office of the designated manager.
- (C) The grievant shall be allowed such time as is reasonable and necessary during working hours to investigate, prepare for and pursue any grievance as provided in this Article without loss of pay. It is understood that the grievant shall (1) provide his/her supervisor with advance notice and request for such time; (2) that such request will not be arbitrarily withheld by Local 1000; and (3) that such time shall be charged on the grievant's time/activity reporting form to the designated program code.

SECTION 5 — PROCEDURE

(A) A grievance filed at STEP 2 (Formal STEP) of this procedure shall be presented in writing. The statement need not be in any particular form but shall set forth the facts of a dispute in clear and concise language in sufficient detail to enable the Parties to understand the nature of the grievance, including the applicable contract provisions, work rules, and/or NLRA unfair labor practice provisions.

(B) STEP 1 - Informal Step

(1) A grievance must be presented either orally or in writing within thirty (30) days of when the employee or the Union had learned or may reasonably have been expected to have learned of its cause.

(2) A grievance shall be discussed informally with the immediate supervisor or manager who has the authority to resolve the grievance. The supervisor or manager shall have ten (10) days in which to investigate the dispute and respond to the aggrieved employee and/or designated representative.

(C) STEP 2 – Formal Step

A grievance may be appealed to STEP 2 of this procedure within ten (10) days of receipt of an unfavorable response by the aggrieved employee(s) at STEP 1, or if no timely response is made at STEP 1, within twenty (20) days after the grievance was presented at STEP 1. Such appeal shall consist of delivery of a notice of appeal to the Executive Director of Local 1000, or their designee. The Executive Director, or their designee shall within fifteen (15) days of receipt of the notice of appeal, investigate the grievance, and give his/her decision in writing to the grievant and the Union. Prior to rendering a STEP 2 decision, the Executive Director, or their designee, upon request by the Union, shall meet with the grievant and his/her representative either personally or by telephonic conference.

(D) STEP 3 – Arbitration

A grievance may be appealed to arbitration by the Union within fifteen (15) days of either (1) receipt of an unfavorable response by the aggrieved employee(s) or the Union at STEP 2 or if no timely response is made at STEP 2, within thirty (30) days after the grievance was presented at STEP 2. Such appeal shall consist of submitting a written demand to the Executive Director, or their designee.

SECTION 6 — MODIFICATION OF PROCEDURE

(A) The time limits delineated in this Article may be extended by mutual written agreement of the Parties at that STEP.

(B) The Parties at any STEP may mutually agree in writing to waive that STEP of this procedure.

SECTION 7 — FULL DISCLOSURE

The Union and Local 1000 shall each have a mutual obligation upon demand to disclose to the other any fact or information relevant to the grievance and known to the Party, as required by the National Labor Relations Act.

SECTION 8 — VIOLATION OF NO STRIKE/NO LOCKOUT

The Union or Local 1000 may directly initiate an arbitration of any claimed violation of Article 4 (No Strike - No Lockout) pursuant to the Procedures of Article 11.

SECTION 9 — EXCEPTIONS TO NO STRIKE/NO LOCKOUT

The Union and Local 1000 shall abide by the provisions of Article 4 (No Strike - No Lockout) pending the initiating, processing and settlement of a grievance provided that a strike or lockout may be used to enforce an arbitration award.