

~~ARTICLE III-V~~
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - Method of Handling Employee Grievances **General Conditions**

~~Any employee may file a grievance having a problem concerning their individual rate of pay, wages, hours of employment, or other conditions of employment, may make such problem the subject matter of a grievance. The purpose of this article is to provide an orderly method for the resolution of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this agreement. Such dispute shall be defined as a grievance, under this Agreement and must be presented promptly and processed in accordance with the following steps, time limits, and conditions herein set forth. All grievances may be processed as hereinafter provided through Section 5 of this Article, but only those grievances involving the interpretation or application of this Agreement as provided in Section 6 of this Article may be referred to arbitration.~~

All grievances open as of the execution date of this Agreement, shall be closed at the time of contract ratification.

~~The parties recognize the desirability of early resolution of employee grievances and the value of thorough discussion in the grievance resolution process. Accordingly, employees may take up with their supervisor any situation which may result in a grievance. If the problem is not resolved, it may be taken up with the appropriate next level of management by the Shop Steward. If the matter is not resolved, it may be reduced to writing in the form of a written grievance, delivered to the Steward and processed in accordance with Step 1 of the grievance procedure. Although discussion of the problem is an essential component of the grievance resolution process and is encouraged, each grievance must be considered on its merit. Failure to discuss a grievance with supervision will not be the basis of denying any claimed agreement violation.~~

~~It is the desire of the Union and the Company that employee grievances be settled as quickly as possible, at the lowest possible step of the grievance procedure, and that settlements are consistent with the spirit and intent of this Agreement. The parties also recognize that honest resolution of grievances is dependent on early and truthful disclosure of the facts of the case. To facilitate this process, settlements made at Step 1 and Step 2 shall be non-precedential in nature. Unless explicitly stated otherwise, all grievance settlements (excluding arbitration awards) are non-precedent setting, shall be settled without prejudice to the position of either party and shall not be referable or considered for any purpose other than to enforce the provisions of the specific settlement.~~

~~The Company shall not confer with an employee with respect to~~ **discuss** a written grievance filed by ~~the an~~ **an** employee unless the employee's Steward has been notified and given an opportunity to be present.

~~Failure of the Union to proceed within any time limit set forth in the procedure, hereinafter stated, shall constitute a waiver and of the grievance shall be closed unless such time limit has been mutually extended.~~

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

If a retroactive adjustment is involved in an employee's grievance based upon a change in his job classification, such retroactivity shall not exceed thirty (30) calendar days prior to the date the employee's written grievance was presented, ~~unless extended by mutual agreement of the Company and the Union.~~

Any pay remedy in the settlement of a grievance, including arbitration, will be less any mandatory taxes, wages, or benefits and will be offset by any interim earnings the employee received in the intervening period.

Failure of the Company to act within the time limit set forth in any Step shall entitle the Union to proceed to the next Step. ~~In a particular case, a~~Any time limit specified ~~hereinafter~~ **in this Article** may be extended by mutual agreement in writing between the Company and the Union, **on a case-by-case basis.**

Employee grievances shall not be filed in the employee's personnel folder.

Section 2 – Method of Handling Employee Grievances

(A) The procedure on employee grievances, except on grievances arising out of discharge, layoff, and recall from layoff, ~~as herein after provided~~, shall be as follows:

Step 1. If discussions with supervision by the employee and Shop Steward do not result in the resolution of the violation, an employee who wishes to present a grievance shall ~~state his grievance in writing on a form to be mutually agreed upon by the Union and the Company~~ **submit the proper grievance form**, which shall **must** be dated and signed by the employee, and shall **must** set forth a complete statement of the grievance, the facts on which it is based, the time of their occurrence, **the specific provision of this Agreement claimed to have been violated**, and the remedy or correction desired. The employee's Steward shall deliver such grievance to the ~~Department Head~~ **appropriate Manager**. Unless the written grievance, signed by the Employee, has been delivered to the appropriate manager within ~~ten (10) five (5) working calendar~~ **ten (10) calendar days** from the date the aggrieved knew, or by reasonable diligence could have known, the grievance shall be ~~deemed to be waived and closed.~~ **Within ten (10) calendar days of receipt**, the manager shall meet and discuss the grievance with the Steward and attempt settlement. Upon request by either the Steward or the ~~A~~appropriate Manager, the employee's supervisor and/or the employee shall be present in the Step 1 grievance meeting.

Upon request ~~and by mutual agreement between the Steward and the Department Head~~, the appropriate Labor Relations Representative and the appropriate Business Representative shall meet with the parties in Step 1, ~~within fifteen (15) days of the request~~ to provide assistance toward reaching settlement of the grievance. Such request must be made within the ~~7 working~~ **ten (10) calendar** days required for the manager to answer the grievance.

Following the foregoing discussions, management will give its written answer to the grievance as soon as possible and in any event within ~~seven (7) working~~ **ten (10) calendar** days **after the Step 1 grievance meeting receipt of the written grievance.**

If a settlement has not been reached, the ~~Department~~ **appropriate** Manager and the Steward shall prepare a statement setting forth the specific pertinent points upon which the Company and the Union are in agreement, those points upon which the Company and the Union are in disagreement, and the

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issue or issues remaining in dispute. Such statement shall be signed by the ~~Department~~ **appropriate** Manager and the Steward. This statement shall constitute the factual basis for further processing of the grievance. *If this statement of facts and issues is incomplete when the grievance is received at Step 2, either party may remand the grievance to Step 1, for more complete information.*

If a settlement has not been reached and the Union desires to proceed further with the grievance, the Union, within ~~seven (7) working~~ **five (5) calendar** days after the receipt of management's answer, shall proceed in accordance with Step 2.

[Proposing to Move Up]

If this statement of facts and issues is incomplete, either party may remand the grievance to the first step of the procedure for more complete information.

[Proposing to Move to Para C-D of this Section below]

*The written grievance of an employee on the active payroll arising out of the application of Article IV, Section 9 Promotion and Upgrading, and Article IV, Section 3(A) 5(a) shall be submitted by the Steward to the appropriate manager within ten (10) working **calendar** days from the date the aggrieved knew, or by reasonable diligence could have known about the basis upon which the grievance is founded. Without negotiations or any attempt to settle, the manager shall promptly sign and date the grievance and return such grievance to the Steward. Within five (5) working **calendar** days after return to the Steward, if the Union desires to proceed further with the grievance such grievance shall be submitted by the Union directly from Step 1 to Step 3. The Union shall present such grievance to the Labor Relations Office for receipt and processing by the Company.*

Grievances arising out of the application of Article IV, Section 3 (A) 5(a) involving layoff shall be processed directly to Step 3 in accordance with Section 1, Paragraph (B) of this Article III.

[Proposing to move to Section 6(2)(a) below]

Grievances arising out of the application of Article VIII, Section 1 (2) involving substantial change only shall be processed in accordance with Letter #50 by the Classification Grievance Committee.

Step 2. The Union shall deliver to the Labor Relations office a copy of the ~~electronic~~ grievance. Within **five (5) ten (10) working calendar** days, a meeting will be scheduled for consideration of the grievance by the Business Representative and appropriate manager. The time limits for meeting may be mutually extended by the parties. If desired by management or the Business Representative, a member of ~~the~~ Labor Relations office may be present at Step 2 to assist in resolution. ~~To facilitate this process, settlements made at Step 2 shall be non-precedential in nature.~~

If a settlement is not reached at Step 2, the Company will provide a written answer to the grievance within five (5) **working calendar** days.

If the Union desires to proceed further with the grievance, the Union, within five (5) ~~working~~ **calendar** days after the receipt of such answer, shall proceed in accordance with Step 3 **or the grievance shall be waived and closed.**

Step 3. The Union shall deliver to the Labor Relations office written notice of certification ~~that it desires to proceed with~~ of the grievance to Step 3. ~~Unless the grievance, within thirty (30) working days after receipt by the Labor Relations office of said written notice~~ **A grievance that has not moved through Step 1 and Step 2 and been certified to Step 3 within one-hundred and eighty (180) days from the date it was filed shall be waived and closed. Grievances properly certified to Step 3 shall be scheduled and heard within thirty (30) calendar days of Labor Relation's receipt. If the grievance has not been scheduled for and heard by the appropriate Joint Labor Relations Committee, within the thirty (30) calendar day period such the grievance shall be deemed to be waived and closed.** During such period the Union and the Company will continue their efforts to resolve those grievances which remain unsettled. It is the desire of the parties to have only grievances of substance heard by the **appropriate** Committee. ~~To achieve this end, the Senior Negotiating Committee/Classification Grievance Committee will review all pending grievances subject to their jurisdiction prior to scheduling such grievances to be heard at Step 3.~~

~~In order to~~ expedite the hearing of grievances, involving continuing liability, or unresolved issues which result in a negative impact to Company operations, the Company may request the Union to schedule a **Step 3 third step** meeting on any such grievance by notifying the President of Local Lodge 709 in writing and the Union will schedule the grievance before the **appropriate Joint Labor Relations** Committee within fifteen (15) **working calendar** days. Thereafter, if the case is not scheduled for hearing at the Joint Labor Relations Committee within the fifteen (15) day period, liability on the case will be waived ~~beginning with the date of that meeting and continuing until such time as the case is heard by the Joint Labor Relations Committee.~~ Liability will not be waived for any period during which the Company is unwilling or unable to meet.

[Proposing to Move to Section 5 below]

~~On the days that the Committee is scheduled to meet, such Committee shall meet for a full working day provided all grievances scheduled to be heard by such Committee have not been mutually dispositioned. If such Committee after a full day's meeting does not hear a case which has been scheduled, the time limits herein set forth shall be extended to the time of the next meeting.~~

~~Scheduled grievances shall be presented before the appropriate Committee in the following priority order:~~

- ~~(1) Grievances arising out of discharge, layoff, recall from layoff and other such grievances involving reinstatement.~~*
- ~~(2) Grievances held over or remaining from a previous Committee which were scheduled for but not heard by such Committee.~~*
- ~~(3) All other grievances scheduled for the Committee.~~*

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

~~Grievances in each of the above priorities shall be heard in the order of their date of filing.~~

(B) The procedure on grievances arising out of discharge, layoff, or recall from layoff, shall be as follows:

(1) Discharge and Layoff

The employee shall deliver ~~his~~ **the** signed grievance to the Union who may deliver such written grievance to the Labor Relations office and proceed as set forth in Step 2 of this Section. Unless the written grievance signed by the employee has been delivered to the Labor Relations office within ten (10) calendar days after the discharge or layoff complained of, the grievance shall be deemed to be waived **and closed**.

(2) Recall from Layoff

The written grievance of an employee on layoff arising out of recall from layoff should be delivered promptly by the Union to the Labor Relations office following the recall complained of, ~~but in no event shall such employee be permitted to file such grievance beyond~~ **within** ten (10) ~~working~~ **calendar** days from the date the aggrieved knew, or by reasonable diligence could have known from the date he returns to work from such layoff. Any monetary adjustment involved in such grievance shall in no case commence prior to thirty (30) ~~working~~ **calendar** days prior to the date the grievance is delivered to the Labor Relations office.

[Proposing to move here from above]

(C) *The written grievance of an employee on the active payroll arising out of the application of Article IV, Section 9 - Promotion and Upgrading, and Article IV, Section 3(A) 5(a) shall be submitted by the Steward to the appropriate manager within ten (10) ~~working~~ **calendar** days from the date the aggrieved knew, or by reasonable diligence could have known about the basis upon which the grievance is founded. ~~Without negotiations or any attempt to settle, #~~The manager shall promptly sign and date the grievance and return such grievance to the Steward, **without negotiations or any attempt to settle**. Within five (5) ~~working~~ **calendar** days after return to the Steward, if the Union desires to proceed further with the grievance such grievance shall be submitted by the Union directly from Step 1 to Step 3. The Union shall present such grievance to the Labor Relations Office for receipt and processing by the Company.*

(D) *Grievances arising out of the application of Article IV, Section 3 (A) 5(a) involving layoff shall be processed directly to Step 3 in accordance with Section I, Paragraph (B) of this Article ~~II~~ **V**.*

Section ~~2~~ **3** - Method of Handling ~~Multiple~~ **Group** Grievances

In some instances, an action by the Company may affect multiple employees ~~causing them to be aggrieved~~. In these cases, to avoid multiple grievance filings, a grievance shall be designated as a “~~multiple~~ **group** grievance” where a single grievance will represent the interests of multiple affected employees. Designation of ~~multiple~~

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group grievances should be accomplished as early as possible in the process. This will be done by the Union and/or management attaching a list of names and dated signatures of employees who believe they are aggrieved to a single grievance form and indicating on the form that it is a ~~multiple~~ **group** grievance. Thereafter, other affected employees may be added to the group by agreement between the parties.

Additionally, where the parties believe that ~~more than one multiple employee~~ **grievances** are ~~being~~ filed on the same subject, the ~~Company/Union~~ **parties** shall close out such ~~the employee~~ **grievances** in favor of the settlement of the ~~multiple group~~ **grievance**. ~~When this is done, a~~Any remedy applied to the ~~group original~~ **grievance** will be applicable to all employees whose ~~employee~~ **grievances** have been closed in favor of the group grievance. In cases where grievances have been closed in favor of a single group grievance, either party may cite and rely on the facts of each and all of the cases in presenting its arguments. Once a group grievance has been filed it will be processed ~~in line with~~ **according to** the ~~same~~ **steps as of an normal individual**, employee grievance as specified in this Article ~~III~~ **V**.

Section 3 4 - Union Grievances

The Union may file a grievance with the Company with respect to the application or interpretation of ~~any~~ of the **following** terms or provisions of Part B as follows: ~~Article I, (except Sections 1, 6 and 13), Article II, Article V (except Section 1), Section 5 of Article VI,~~

- **Article I – Period of Agreement**
 - **Except Section 1 – Period of Agreement**
- **Article II – Union Recognition**
 - **Except Section 3 – Negotiating Committees**
 - **Except Section 9 – Non-Discrimination**
- **Article IV – Union-Company Relations**
- **Article VII – Safety**
 - **Except Section 1 – Sanitary, Safety and Health Conditions**
- **Section [TBD] Rest Periods of Article XI – Hours of Work and Pay Provision**
- **Sub-Section (2) of Section 1 Job Descriptions and Basic Rates of Pay for Classified Employees of Article XII – Pay Rates and Benefits**

Such Union grievance shall be delivered to the Labor Relations office within ~~ten (10) working~~ **five (5) calendar** days after the occurrence upon which such grievance is founded, and shall first be discussed by the Union and the Labor Relations office. Within seven (7) ~~working~~ **calendar** days after receipt of such grievance the Labor Relations office shall deliver to the Union its answer in writing. If a settlement has not been reached and the Union desires to proceed further with the grievance, the Union within five (5) ~~working~~ **calendar** days after receipt of such answer shall deliver to the Labor Relations office a written notice that it desires to present the grievance to the Joint Labor Relations Committee.

The grievance shall be scheduled for and heard by the Joint Labor Relations Committee within thirty (30) calendar days from the date of such written notice. If the Committee does not hear a Union grievance which has

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been scheduled, the time limits herein set forth ~~shall~~ **may** be extended to the time of the next meeting. If that Committee fails to settle the grievance, the Union may proceed in accordance with Section ~~6~~ **7** of this Article. Failure of the Union to proceed within the time limits herein set forth shall constitute a waiver ~~of the~~ **and the** grievance **shall be considered closed**.

Section-4 5 - Joint Labor Relations Committee

~~There shall be established a~~ Joint Labor Relations Committee ~~which~~ shall consist of representatives of the Union and the Company. The representatives of the Union shall consist of a board of five (5) members, at least four (4) of whom shall be full-time employees of the Company. The representatives of the Company shall consist of a like number, at least four (4) of whom shall be full-time employees of the Company. This Committee may establish sub-committees on a permanent or temporary basis.

The Joint Labor Relations Committee shall review and attempt to settle all grievances which remain unsettled after the procedure set forth in Section ~~4~~ **2** of this Article has been followed, and all disagreements concerning rates for jobs established by the Company after the procedure set forth in Article ~~XII VIII~~, Section 1, (2) of this Agreement has been followed.

The decisions of the Joint Labor Relations Committee shall be considered as final ~~if a majority of the Union representatives and a majority of the Company representatives concur~~.

A meeting of this Committee shall be held weekly, or by mutual agreement more frequently if the volume of unresolved grievances at the third step warrants such additional meetings.

[Moved to From Section 2 above]

*On the days that the **Joint Labor Relations** Committee is scheduled to meet, ~~such the~~ Committee shall meet for a full working day provided all grievances scheduled to be heard ~~by such Committee~~ have not been mutually dispositioned. If ~~such the~~ Committee ~~after a full day's meeting~~ does not hear a case which has been scheduled, the time limits ~~herein set forth~~ shall be extended to the time of the next meeting.*

~~Scheduled~~ **Grievances shall be presented before the appropriate **Joint Labor Relations** Committee in the following priority order, by date of filing:**

- (1) Grievances arising out of discharge, layoff, recall from layoff and other such grievances involving reinstatement.
- (2) Grievances held over or remaining from a previous Committee which were scheduled for but not heard by such Committee.
- (3) All other grievances scheduled for the Committee.

Grievances in each of the above priorities shall be heard in the order of their date of filing.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

The Company will pay for one-half of the time of Union members of the Joint Labor Relations Committee (who are full-time employees of the Company) up to a maximum of four and one-half (4 1/2) hours on days during the regular work week when they meet with the Company on Company-Union business.

Section 5 6 - Classification Grievance Committee

~~There shall be established a Classification Grievance Committee which shall consist of three members of the Union and three representatives of the Company. The Committee shall meet once each week except when no grievances are pending. The Committee will consider any employee grievance in which the employee alleges that by reason of the performance of certain duties he is entitled to a classification different from the one he holds, when such grievance has been processed through the previous steps of the grievance procedure without having been settled. If the Committee acts affirmatively on the employee's request, it shall have the authority to determine the employee's rate in the new classification. for the following reasons:~~

~~The agenda for each meeting shall consist of those grievances on which written notice has been received by the Labor Relations office as provided in Section 1 of this article.~~

~~The Classification Grievance Committee shall meet two (2) days quarterly for the purpose of mutual review of classifications, classification usage and to consider grievances pursuant to Letter 50. The schedule for such meetings will be at a mutually agreed time.~~

1. Promotional Criteria

[Proposing to Move from OLD Article IV-Seniority, Section 4 (d)]

- a. The Committee will meet to review, discuss, and provide input into changes to promotional criteria for existing jobs. This meeting will occur ~~W~~within fifteen (15) ~~working~~ calendar days from the date the Company submits the promotional criteria change of submittal by the Company, the Union's Classification Grievance Committee and the Company upon request by either party, will meet to review, discuss and provide input into criteria for placement into existing jobs that are currently in place.*

When new jobs are placed in the bargaining unit, the Union's Classification Grievance Committee ~~and the Company~~ will discuss criteria for placement into the new job.

The Company will not increase or reduce the criteria for any job without discussion with the Union's Classification Grievance Committee and allowing appropriate time for their input regarding the proposed changes.

Any reasonable time spent by the Union members of the Classification Grievance Committee in performance of these functions will be paid for one half by the Union and one half by the Company to a maximum of four and one half (4.5) straight time hours per day.

2. Substantial Change Grievances

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

- a. **The Committee will meet to review** ~~G~~*grievances arising out of the application of Article VIII, Section 1 (2) involving substantial change only shall be processed in accordance with Letter #50 by the Classification Grievance Committee. If the Committee acts affirmatively on the employee's request, it shall have the authority to determine the employee's rate in the new classification, if the rate is an issue in the grievance.*

[Proposing to Incorporate portions of Letter 50 here]

- b. *When a substantial change grievance is filed, ~~without negotiations or any attempt to settle~~, the ~~Department Head~~ **appropriate manager** shall promptly sign and date the grievance, **without negotiations or any attempt to settle**. Within five (5) ~~working~~ **calendar** days after receipt of the grievance by the ~~Department Manager~~ **appropriate manager**, ~~the Department Manager~~ **the parties** shall convene a meeting attended by the ~~Department Manager~~ **appropriate manager**, the Steward, the appropriate ~~Human Resources~~ **labor relations** representative and one member of the Union's Classification Grievance Committee ~~in order~~ to develop an appropriate job **description** ~~duty resume~~, ~~which shall setting~~ forth those duties which have changed since the ratification date of the current contract. If after such a review the parties cannot agree, the parties shall develop separate job **descriptions** ~~duty resumes~~.*
- c. ***Within five (5) calendar days**, ~~After~~ the appropriate job **description(s) have** ~~duty resume(s) has been developed~~, ~~the grievance shall be submitted by the Union shall deliver to the Labor Relations office written notice of certification of the grievance directly from Step 1 to Step 3 to be heard by the Classification Grievance Committee. If between the time the joint job duty resume (or job duty resumes) is submitted to Step 3 and the time the grievance is heard by, the Substantial Change Re-view Committee the Union is of the opinion that an additional change has occurred since the initial meeting to develop the joint job duty resume, the appropriate Department Manager, Steward, Human Resources and Classification Grievance Committee member shall reconvene in order to develop an addendum to the initial joint job duty resume (or job duty resumes). If after such a review the parties cannot agree, the parties shall develop separate job duty resume addendums.~~*
- d. *~~If the Substantial Change Grievance Committee decides to grant the substantial change grievance, the Company shall furnish the Union with the new job description and the rate established for such job in accordance with Article XII VIII, Section 1, provide to the Union's Classification Grievance Committee a draft of the new job description for discussion between the Committees if the substantial change grievance is granted. thereafter, the Company shall furnish the Union with the new job description and shall submit for its approval the functional line placement and the rate established for such job in accordance with Article XII VIII, Section 1.~~*
- e. *~~If the Company and the Union Committees do not agree, then the party seeking arbitration must deliver to the other party written notice of such intent to proceed to arbitration within five (5) working calendar days after the Substantial Change Classification Grievance Committee has rendered its decision, if the Company and the Union Committees do not agree.~~*

- f. ~~The decisions of the Substantial Change Classification Grievance Committee shall be considered as final if the majority of the Union representatives and a majority of the Company representatives concur.~~

~~The Company will pay for one-half of the time of Union members of the Union Classification Grievance Committee up to a maximum of four and one-half (4.5) hours on days during the regular work week when they meet with the Company on Company-Union business for the purpose of to hearing substantial change grievances.~~

Within one month after ratification of the contract, the parties shall select an arbitrator pursuant to Section 7 of this Article. The arbitrator shall be assigned to all substantial change grievances to be arbitrated. Within one month of notification of the death/incapacity of an arbitrator, a new arbitrator shall be selected.

~~Within one month after ratification of the contract, the parties shall request the Federal Mediation and Conciliation Service to submit a list of fifteen (15) persons, unless otherwise mutually agreed, from which the arbitrator shall be chosen. The Union and the Company shall alternatively strike one (1) name from such panel (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be the arbitrator.~~

~~Such arbitrator shall be assigned to all substantial change grievances to be arbitrated. However, either party may request during the month of February each year that a new arbitrator be selected in accordance with the above provision. Within one month of notification of the death/incapacity of an arbitrator, a new arbitrator shall be selected in accordance with the above procedure.~~

~~In the event an arbitrator rules that a substantial change has occurred and a new job is written whose rate is challenged by the Union and referred to arbitration, the parties shall use the same arbitrator who heard the initial substantial change case for purposes of determining the rate in the event an arbitrator rules that a substantial change has occurred and a new job description is written whose rate is challenged by the Union and referred to arbitration.~~

~~With the exception of the selection of the arbitrator, all other provisions of Article III, Section 5 shall be applicable.]~~

By mutual consent of the parties, any meeting may be cancelled, or a special meeting called.

Section 6 7 - Arbitration

Any grievance, which has not been settled pursuant to **Sections 2 through 6 or 8** of this Article, **and involves the interpretation, application, or claimed violation of any provision of this agreement**, may be referred to arbitration.

The party seeking arbitration must deliver to the other party written notice of such intent to proceed to arbitration within five (5) ~~working~~ **calendar** days after the Joint Labor Relations Committee or the Classification Grievance Committee has rendered its decision. Within ten (10) ~~working~~ **calendar** days from the date of delivery of the notice, an arbitrator shall be selected by mutual agreement, or the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons from which the arbitrator shall be chosen. Within five

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(5) ~~working~~ **calendar** days following the receipt of such panel from the Federal Mediation and Conciliation Service the parties shall select an arbitrator in the following manner: The Union and the Company shall alternately strike one (1) name from such panel (the right to strike the first name having been determined by ~~lot~~ **coin flip**) until only one (1) name remains and that person shall be the arbitrator. The parties may, during the term of this Agreement, agree to an alternative method of selecting an arbitrator.

Upon receipt of acknowledgement by the arbitrator of his willingness to act, the parties shall, ~~within five (5) working days,~~ schedule the arbitration to be heard within the next thirty (30) calendar days at the alternating facilities unless the parties waive by mutual agreement. If the arbitrator cannot hear the case within such thirty (30) days, it shall be scheduled at the earliest date ~~thereafter~~ agreeable to the arbitrator, or, by ~~the~~ mutual agreement, the parties may agree to select a new arbitrator or request a new panel in accordance with the procedure and within the time limits specified above. Failure by the party seeking arbitration to proceed within any of the time limits herein set forth shall result in a waiver ~~of~~ **and the grievance shall be closed.**

Grievances certified to arbitration which are not arbitrated within one (1) year from the date of certification shall be considered waived and closed, unless extended by written agreement between the parties. Grievances certified to arbitration shall be scheduled and presented in the order of their date of filing.

The parties shall execute a submission agreement. If the parties fail to agree upon a joint submission each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard, provided that said issue or issues are arbitrable in accordance with this ~~Section~~ **Article**. The joint or the separate submission shall state the issue or issues and the specific clause or clauses of this Agreement which the arbitrator is to interpret or apply.

The arbitrator shall have the authority to interpret and apply the provisions of this Agreement including the authority to determine under Article ~~VIII~~ **XII**, Section 1, (2), a basic rate of pay for a modified or newly established job. In consideration of cases involving employees off the payroll and in cases involving pay rates, the arbitrator's authority will be limited to award no more than ~~two hundred and forty (240)~~ **one hundred and eighty (180)** calendar days of **straight time** pay or pay adjustment in remedy of any grievance. **Any restoration of benefits will be on a current basis.** The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement.

The arbitrator shall have the authority to decide and rule on alleged violations of the National Labor Relations Act raised through the grievance process, as a result of a deferral of an unfair labor practice charge by the National Labor Relations Board to the grievance process. In the event there is legislation enacted or case law modifying or replacing the current National Labor Relations Board deferral policy, this paragraph shall be considered null and void and the parties will meet to discuss provisions regarding the enacted legislation or case law. The decision of the arbitrator shall be final and binding upon the Company, the Union, and the employee, and shall be complied with expeditiously.

In the event an arbitrator is selected and a hearing date scheduled and agreed upon by both parties and either party subsequently cancels such hearing, the party so canceling shall pay any cost assessed by the arbitrator. ~~Except as provided above, the compensation and expenses of the arbitrator and arbitration shall be divided equally, provided~~ **Arbitration expenses, including the arbitrator's fees and facility costs, shall be incurred**

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by the losing party, except that compromised awards shall be shared equally between the Company and the Union. ~~however, that e~~Each party shall bear the expenses in respect to its own witnesses and that the cost of any report or transcript shall be divided equally ~~only if furnished by mutual consent~~. Each party shall pay one-half of the aggrieved employee's time lost from work for appearance at the arbitration proceedings.

The parties recognize that honest resolution of grievances is dependent on early and truthful disclosure of the facts of the case. Accordingly, arbitrators are instructed to give greater weight to facts that are documented in case records early in the procedure and lesser weight to those facts that are raised later in the procedure. Specifically, facts or contentions that are raised for the first time before the arbitrator, that have not been considered by the parties, are to be entirely discounted and not considered by the arbitrator.

Section ~~7~~ 8 - Alternative Resolution Process

During the life of this Agreement, either party may request the other party to enter into a program exploring the use of resolution, fact finding and/or conciliation techniques to assist the parties in addressing their disputes.

Should the Company/Union Negotiating Committees mutually agree to implement any of the aforementioned processes, implementation ground rules will be established by mutual agreement, including at which step of the grievance procedure these techniques will be used.