

ARTICLE 8

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:
1. STEP 1: The employee must first discuss the specific grievance with his/her immediate Supervisor. A Steward shall be present at this meeting; otherwise, the complaint shall not be considered a formal grievance, as outlined in this Article. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee and their Steward.
 2. STEP 2: WRITTEN - DEPARTMENT HEAD: If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward or Union President with the employee's Department Head within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the

specific section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the Steward and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.

A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head shall give a written answer to the Steward.

3. STEP 3: DIRECTOR, HUMAN RESOURCES: If the grievance is not settled in Step 2, such grievance may be submitted by the Union President to the Director, Human Resources, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Human Resources Department.

The Union President or designee must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Union President's written request. The Union representatives at said meeting may include, at the Union's discretion, the Union President or designee, the grievant, the Steward and a Council 25 Representative. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

The decision of the Director, Human Resources shall be given in writing to the Union President within ten (10) days of the completion of the Step 3 meeting.

4. STEP 4: ARBITRATION:

- a. If the grievance is not resolved at Step 3, the Union President or Vice-President has thirty (30) days from the receipt of the Step 3 answer to file a Notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources. If the Union President or Vice-President fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.
- b. Upon written request by either party, after the Notice of Intent to Arbitrate, the Parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step 3. The meeting shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Union members shall be the President and the Council 25 Representative, or their designees.
- c. If the Parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union representatives and Employer representatives.

C. SELECTION OF THE ARBITRATOR:

1. Within ninety (90) days of the receipt of the written demand for arbitration, the Union shall notify one of the arbitrators from the permanent roster of arbitrators who are listed in a Letter of Understanding which is attached to this Agreement. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.
2. The Parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time, to hear a case (extended period of time shall mean three (3) months or longer). The Parties may then move to the next arbitrator listed.
3. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.

4. An arbitrator may be removed from the list by written consent of both parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
5. If the Parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

D. AUTHORITY OF THE ARBITRATOR:

1. All arbitration hearings shall be governed by the rules of the American Arbitration Association.
2. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent within any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
3. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment, except for grievances arising out of Article 6, Rates For New Jobs.
4. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an answer or recommendation on the merits of the grievance.
5. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
6. The arbitrator shall be without power to award a retroactive pay adjustment in a like or analogous situation since the Award is not a binding precedent.
7. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
8. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
9. The fees and approved expenses of an arbitrator will be paid by the Parties equally.

E. GENERAL CONDITIONS:

1. Withdrawal Of Grievances: A grievance may be withdrawn and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) days from the date of withdrawal, the grievance shall not be reinstated.

2. Computation Of Back Wages: All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation received for employment obtained subsequent to removal from the payroll of the Employer.
3. Time Of Appeals: Any grievance not appealed within the time specified in the particular step of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the Union may appeal the grievance to the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.
4. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.
5. Time limits may be extended or shortened by mutual written consent of the Parties.
6. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.
7. Records, reports and other information pertaining to a grievance which are requested by the Union shall be made available for inspection and copying by the Union, provided the proper representative of the Union makes a request for the specific document referenced above and the affected employee has authorized in writing the release of said information.