

Company Counter to Union Article 24 – Grievance Procedure (used union proposal as base)

ARTICLE 21 - Grievance Procedure

24.1 Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union. The Employer and the Union shall meet at a time and place mutually agreed upon after the request by either party for such a meeting.

The following Grievance Procedure shall be followed in resolving said disputes:

STEP ONE: Grievant will meet with Union Representative and Company Representatives outlined above **within twenty (20) calendar days.**

STEP TWO: In failing to have the dispute resolved in STEP ONE, grievant **may promptly submit his grievance in writing to the Employer with a copy to duly constituted officials of the Union. The Employer must be notified of a grievance in writing within thirty (30) calendar days after knowledge of the alleged violation or it shall be waived and deemed to be abandoned. Within twenty (20) calendar days after filing of the said written grievance, the employer will meet with a representative of the Union at a mutually convenient time and place to resolve the grievance which shall be final and binding.**

If the Parties cannot agree, the issue may then be referred by the Union to arbitration as provided for in this Section. Demand for arbitration shall be made within thirty **(30)** calendar days from the date of the Step 2 grievance meeting unless the Parties mutually agree to extend said timeline.

24.2 Arbitration shall be by an arbitrator from the Federal Mediation and Conciliation Service (FMCS), and his or her decision shall be final and binding upon both Parties. The Union shall request a panel of seven (7) arbitrators from the National Academy of Arbitrators ("NAA") within the Chicagoland geographical region. The Employer shall have the first strike and the Parties shall then alternate striking arbitrator names until one is chosen. **The fees and expenses of the arbitrator shall be split equally by the parties** All other expenses of the arbitration shall be assumed by the party incurring them. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

24.3 Attendance. The Company and Union recognize the Company utilizes two tracks for discipline: Attendance (under the Company's attendance policy) and performance. Both Parties acknowledge these tracks are separate and distinct and will not be combined in moving discipline forward.

24.4 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause. All disciplinary letters and/or actions must be presented to the employee within fifteen (15) calendar days from the date the Company knew of the violation or the disciplinary letter and/or action shall be deemed abandoned. It is agreed that the fifteen (15) calendar days shall not begin until after the Company completes its investigation and determines that a violation has occurred. The Company agrees to complete its investigation within a reasonable period of time based on the facts of the case. All discipline shall be removed from the employee's record after twelve (12) months.

4/22/16

Company Counter to Union Article 17 – Court Appearance (used union proposal as base)

ARTICLE 17- COURT APPEARANCES

The Employer shall not discipline or issue attendance violations to an employee when said employee is required to appear in court due to a subpoena or summons.