

## ARTICLE 9 - GRIEVANCE PROCEDURE:

Section 1: In the event of a dispute or grievance over the interpretation of this Agreement the following procedure shall be followed:

~~a.~~ **Step 1:** When a grievance arises, the Employee (with or without the Union representative) may attempt first to settle the matter with their immediate supervisor **within 10 days after the employee has knowledge of the occurrence giving rise to the grievance.** ~~In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.~~

~~b.~~ **Step 2:** If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.

~~c.~~ In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

**Step 3: If the grievance is not resolved in Step 2, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than ten (10) calendar days following Step 2 meeting. Electronic mail shall be an acceptable form of "written" communication for both parties.**

**Within seven (7) calendar days following receipt of the written grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.**

~~d.~~ Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the Employee has knowledge of the occurrence giving rise to the grievance.

~~e.~~ **Step 4:** Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of **Steps 1, 2, or 3, or if no meeting is held or the employer failed to respond.** ~~a, b, c and d above.~~

~~f.~~

Section 2: MEDIATION: Any suspension or discharge dispute under Article 8 or interpretation dispute under this Article that cannot be resolved under the provisions of Section 1 of this Article may be referred by mutual agreement to the Bureau of Mediation Services of Minnesota, or by mutual agreement to Federal Mediation and Conciliation Service (FMCS), in an attempt to reach

an agreement on a resolution. Where so agreed, the matter shall be submitted to mediation within fifteen (15) days. Either party may elect to bypass mediation and refer the matter directly to arbitration.

**Section 3: ARBITRATION:** If a dispute or discharge is not resolved by the provisions of the Section 1 and Section 2 of this Article, either party may refer the matter to arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

- a. A representative on the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may petition the FMCS for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains; that person shall be the one (1) to hear and decide the grievance.
- b. The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.
- c. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the neutral party shall be equally shared by the parties.
- d. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.
- e. The decision of the arbitrator shall be final and binding upon all parties to the dispute.
- f. Status Quo: During the period of adjustment or arbitration, as provide in this Article, the conditions in effect at the same time of the notification of the claimed grievance shall continue in effect pending final decision.

**Section 4: LIMITATIONS ON ARBITRATOR:** The arbitrator shall not have the authority to decide questions involving the jurisdiction of any local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

**Section 5: TIME LIMITS:** The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by mutual agreement.