

**ARTICLE 19**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 19.1 Establishment of Grievance and Arbitration Procedure.**

Grievances or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union, with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure. Subject to the terms of this Article 19 relating to cases of dismissal or suspension for cause or of involuntary resignation, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery.

**Section 19.2 Employee Grievances.**

In the case of grievances on behalf of employees and subject to the further provisions of Section 19.3 below, relating to cases of layoff or dismissal or suspension for cause or involuntary resignation:

**STEP 1. Oral Discussion.** The employee first shall notify his/her supervisor of his/her grievance and then, if he/she so desires, shall discuss his/her grievance with the steward or the Union business representative, and if the steward or the business representative considers the grievance to be valid, then the employee and the steward or business representative will contact the employee's supervisor and will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting his/her supervisor if he/she so chooses. If the purpose of the employee's contacting his/her supervisor is to adjust the grievance, the steward or the business representative shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

**STEP 2. Grievance Reduced to Writing – Handling at Supervisory Level.** If no settlement is reached in Step 1, the steward or business representative, if he/she considers the grievance to be valid, may at any time reduce to writing a statement of the grievance or complaint which shall contain the following:

- (a) The facts upon which the grievance is based.
- (b) Reference to the section or sections of the Agreement alleged to have been violated (this will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation).
- (c) The remedy sought.

1 The steward or business representative shall submit the written  
2 statement of grievance to the supervisor for reconsideration, with a copy  
3 that the supervisor will send to the designated Labor Relations  
4 representative of the Company. After such submission the supervisor  
5 and steward or the business representative may, within the next five (5)  
6 workdays (unless mutually extended), settle the written grievance and,  
7 over their signatures, indicate the disposition made thereof. Otherwise,  
8 promptly after the expiration of such five (5)-day period (or agreed  
9 extension thereof) the supervisor and the steward or business  
10 representative shall sign the grievance, with the supervisor indicating  
11 the basis for denying the grievance, and their signatures will indicate  
12 that the grievance has been discussed and reconsidered by them and that  
13 no settlement has been reached.

14 **STEP 3. Written Grievance; Handling at Business Representative-**  
15 **Company Representative Level.** If no settlement is reached in Step 2,  
16 within the specified or agreed time limits, the business representative  
17 may at any time thereafter submit the grievance to the designated  
18 representative of the Company. After such submission the designated  
19 representative of the Company and the business representative may,  
20 within the next ten (10) workdays (unless mutually extended), settle the  
21 grievance and, over their signatures, indicate the disposition made  
22 thereof. Otherwise, promptly after the expiration of such ten (10)-day  
23 period (or agreed extension thereof) the designated representative of the  
24 Company and the business representative shall sign the grievance, with  
25 the designated representative indicating the basis for denying the  
26 grievance, and their signatures will indicate that the grievance has been  
27 discussed and reconsidered by them and that no settlement has been  
28 reached.

29 **STEP 4. Arbitration.** If no settlement is reached in Step 3 within the  
30 specified or agreed time limits, then either party may in writing, within  
31 ten (10) workdays thereafter, request that the matter be submitted to an  
32 arbiter for a prompt hearing as hereinafter provided in Sections 19.6 to  
33 19.9, inclusive.

### 34 **Section 19.3 Dismissals, Suspensions, Layoffs, Etc.**

35 In cases of layoff, or of dismissal or suspension for cause, or of involuntary  
36 resignation, the employee shall be given a copy of the layoff, suspension or  
37 termination of service slip, as the case may be, if he/she is available to be  
38 presented with such copy. If he/she is not available, copies of the slip will  
39 be sent to the employee and to the Union office. The employee shall have  
40 the right to appeal the action shown on the slip providing the business  
41 representative files a written grievance, beginning at Step 3, with the

designated representative of the Company within seven (7) workdays after the date of layoff, dismissal, suspension for cause or involuntary resignation, or within seven (7) workdays after the date of the mailing of the copy of the slip, provided, however, that any dismissal or suspension of an employee who has committed a sex crime victimizing a child or children shall be deemed to be for cause and shall not be subject to the grievance and arbitration procedure of this Article 19. The written grievance then may be processed through subsequent steps.

**Section 19.4 Union Versus Company and Company Versus Union Grievances.**

In the case of any grievance which the Union may have against the Company or the Company may have against the Union, the processing of such grievance shall begin with Step 3 and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievance shall be submitted in writing to the designated representative of the Company or the designated representative of the Union, and shall contain the following:

**19.4(a)** Statement of the grievance setting forth the facts upon which the grievance is based.

**19.4(b)** Reference to the section or sections of the Agreement alleged to have been violated.

**19.4(c)** The correction sought.

The grievance shall be signed by the designated representative of the Union or the designated representative of the Company. If no settlement is reached within ten (10) workdays (unless mutually extended) from the submission of the grievance to the designated representative of the Company or the designated representative of the Union, as the case may be, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. Within ten (10) workdays thereafter either party may in writing request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 19.6 to 19.9, inclusive.

**Section 19.5 Retroactive Compensation.**

Grievance claims involving retroactive compensation shall be limited to thirty (30) calendar days prior to the written submission of the grievance to Company representatives, provided, however, that this thirty (30)-day limitation may be waived by mutual consent of the parties.

**Section 19.6 Suspension Pending Investigation.**

An employee who is removed from the workplace and suspended pending an investigation of allegations of misconduct shall be paid for all regular hours at their base rate in effect at the time, plus applicable shift differential and the cost of living adjustment per their regularly scheduled shift for each day of such suspension pending investigation, and shall receive all benefits for the duration of the investigation.

For investigations for threats of violence, actual violence, or sabotage, when an employee is suspended from work due to a disciplinary investigation in excess of two (2) weeks, the employee shall be paid for all regular hours at their base rate in effect at the time, plus applicable shift differential and cost of living adjustment, and shall receive all benefits during such period.

If not disciplined, the employee shall be paid for all regular hours at their base rate in effect at the time, plus applicable shift differential and the cost of living adjustment per their regularly scheduled shift for each day of such suspension pending investigation for any time without pay. If disciplined, the employee shall be paid as time worked for any unpaid suspension pending investigation status, less the time of the disciplinary suspension.

#### **Section 19.76 Selection of Arbiter – By Agreement.**

In regard to each case proceeding to arbitration from reaching Step 4, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) workdays after submission of the written request for arbitration, the provisions of ~~Section 19.87 (Selection of Arbiter – From Arbitration Panel)~~ shall apply to the selection of an arbiter.

#### **~~Section 19.7 Selection of Arbiter – From Arbitration Panel.~~**

~~Immediately following execution of this Agreement the parties will proceed to compile a list and agree upon three (3) separate panels of arbiters, one (1) panel each for Puget Sound, Portland, and Wichita. The Portland and Wichita panel shall be comprised of five (5) arbiters and, insofar as practicable, the arbiters on each panel shall be located in the general vicinity of the location identified with the title of their panel. Assignment of cases to arbiters on the Portland and Wichita panels shall be rotated in the alphabetical order of the last names of those available on the panel. The Puget Sound panel shall be comprised of six (6) arbiters and insofar as practicable, the arbiters shall be located in the general vicinity of the Puget Sound location. Assignment of cases to arbiters shall be accomplished by the parties taking turns in striking a name from the panel until one (1) name remains. The arbiter whose name remains shall be the arbiter for that case. The right to strike first shall be alternated between the parties on a case-by-case basis. If a case reaches Step 4, and the parties are unable to agree to~~

~~an arbitrator within the time limit specified in Section 19.6, the case shall be heard and settled by an arbitrator on the panel geographically identified with the grievance, if available. An available arbitrator is one who is available to conduct a hearing within sixty (60) days (unless mutually extended) after expiration of the time limit specified in Section 19.6.~~

## **Section 19.8 Selection of Arbitrator Procedure Where Corporate Panel Arbitrator Not Available.**

~~In the event, as to any case, that there is no available arbitrator on the applicable Corporate Panel, the parties—grieving party shall jointly request the American Arbitration Association (AAA) to submit a panel of seven (7) available arbitrators. On the Demand for Arbitration form, the filing party shall request that hearings be held at the region of the Primary Location or virtually/remotely. The request shall also include a requirement that all panel members must be members of the National Academy of Arbitrators. The Parties will jointly determine hearing location/method. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of cases involved.~~ When notification of the names of the panel of seven (7) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. ~~The right to strike the first name from the panel shall be determined by lot. The party to strike the first arbitrator from the panel shall alternate between the parties for each case. If the selected arbitrator is not available to conduct a hearing within sixty (60) days (unless mutually extended) the parties can agree to utilize the last struck arbitrator. If mutual agreement cannot be reached to extend or utilize the last struck arbitrator, the grieving party will request a new panel of arbitrators from AAA.~~

## **Section 19.9 Arbitration – Rules of Procedure.**

Arbitration pursuant to Step 4 shall be conducted in accordance with the following:

**19.9(a)** The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievance and shall render a decision in writing to both parties within fifteen (15) days (unless mutually extended) of the completion of the hearing.

**19.9(b)** The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.

**19.9(c)** The arbitrator shall rule only on the basis of information presented in the hearing before him/her and shall refuse to receive any information

after the hearing except when there is mutual agreement, in the presence of both parties.

**19.9(d)** Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

**19.9(e)** Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

**19.9(f)** The Company and the Union shall, by mutual consent, fix the amount of compensation to be paid for the services of the arbiter. The Union or the Company, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including his/her necessary expenses.

**19.9(g)** The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.

**Section 19.10 Extension of Time Limits by Agreement.**

Time limits designated in this Article 19 for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent.

**Section 19.11 Agreement Not to Be Altered.**

In arriving at any settlement or decision under the provisions of this Article 19, neither the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

**Section 19.12 Conferences During Working Hours.**

All conferences resulting from the application of provisions contained in this Article 19 shall be held during working hours.

**Section 19.13 Business Representative, When Not Available, May Authorize Designee.**

For any period that the business representative is unavailable to serve in that capacity under this Article 19, he/she may designate an accredited steward or another accredited business representative to act for him/her, as his/her designee. As to each such period of unavailability, authorization of the designee will be accomplished by the business representative informing the

appropriate Company representative of the expected period of the business representative's unavailability and naming the designee. When the business representative again is available to perform his/her duties under this Article 19, he/she shall promptly notify the Company representative of the fact and such notice will terminate the period during which the designee is authorized to act.

**Section 19.14 Signing Grievance Does Not Concede Arbitrable Issue.**

The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue, that other claims or defenses may not be raised, or that the grievance is properly subject to the grievance machinery under the terms of this Article 19.

**Section 19.15 Union Jurisdictional Claims.**

Union jurisdictional claims arising under the provisions of Section 1.3 of this Agreement, except those identified in Section 1.3(f), shall be handled pursuant to the provisions of Section 19.4 and Sections 19.6 through 19.14, inclusive, except that the following requirements shall apply:

**19.15(a)** The written statement of grievance shall identify the job involved, state the Union's contention or contentions in detail, and shall contain a detailed statement of the reasons for the position taken by the Union.

**19.15(b)** If the Company and the Union are unable to agree upon the contents and scope of the record to be presented to the arbiter, either party may present to the arbiter whatever evidence, testimony and written argument it deems relevant to the question to be submitted to the arbiter. A written summary of such evidence, testimony and written argument will be submitted to the other side at least ten (10) days in advance of the hearing.

**19.15(c)** If the parties are unable to agree upon the question that it is to be submitted to the arbiter for decision, the question to be submitted to, and answered by, the arbiter shall be:

"On the basis of the evidence, information, and arguments submitted by the parties in reference to the Union's contention in this case, is the Company violating Article 1, Section 1.1, paragraphs 1.1(a), 1.1(b), 1.1(c), or 1.1(d)?"

**19.15(d)** The arbiter shall answer the question submitted to him/her under Section 19.15(c) or the agreed statement of the issue presented by both parties. The arbiter's answer shall either be in the affirmative or

1 the negative. The arbiter shall confine the proceedings before him/her  
2 to the questions presented to him/her in accordance with this Section  
3 19.15 and he/she shall not have authority to specify any change in a job  
4 or any change in the work assignments under a job or the creation of a  
5 new job or any other remedy or type of award.

6 **19.15(e)** If the arbiter's answer sustains the Union's contention, the  
7 Company shall, within thirty (30) days (or any longer period to which  
8 the parties may mutually agree) after receiving the arbiter's decision,  
9 take whatever corrective action is necessary to eliminate the basis for  
10 the Union's jurisdictional claim in the particular case.

11 **19.15(f)** Any resolution of any claim or controversy under Section 1.3,  
12 whether by mutual agreement or by arbitration, that requires corrective  
13 action on the part of the Company shall be prospective in effect from  
14 the date of the corrective action taken by the Company.