~~SECTION~~ **ARTICLE** TWELVE

GRIEVANCE PROCEDURE

~~1.~~ **Section 1.** The parties agree that unfairness to employees shall not exist and no employee shall be discriminated against for using the ~~G~~**g**rievance ~~P~~**p**rocedure.

~~2.~~ **Section 2.** Subject to the requirements of this ~~Section~~ **Article**, an employee may present a request or complaint directly to their immediate supervisor.

Grievance Definitions

~~3.~~ **Section 3.** The term “grievance” as used in this Agreement shall mean any alleged violation of the terms or provisions of this Agreement or differences of opinion as to its interpretation and/or application when reduced to writing on a fully executed form approved by the Company and the Union. Grievances shall state a description of the alleged violation and shall identify the provision violated. The grievance must be signed by the aggrieved employee and their Area Steward.

~~3-A.~~ **Section 3-A.** The term “General in Character Grievance,” as used in this Agreement shall mean any alleged violation which is general in nature and cannot be settled by an immediate supervisor or department manager. The grievance shall be valid when signed by the Local President or their designee and submitted ~~in Stage~~ **at Step** Three to the Labor **and Employee** Relations ~~Senior Manager~~ **site lead** or their designee.

~~3-B.~~ **Section 3-B.** Holidays do not apply to time limits set forth in this ~~Section~~ **Article**.

Grievance Adjudication and Adjustment

~~4.~~ **Section 4.** Grievances may be settled or withdrawn at any ~~stage~~ **step** of the grievance procedure without the agreement of any individual employee who may be affected directly or indirectly by such settlement or withdrawal.

~~4-A.~~ **Section 4-A.** Grievance settlements (including arbitration awards) will be limited to an award of no more than three hundred sixty-five (365) calendar days of pay or pay adjustments.

~~4-B.~~ **Section 4-B.** Unless explicitly stated otherwise, all grievance settlements are non-precedent setting, shall be 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. In an attempt to settle grievances early in the grievance process, the Company and the Union shall respond to grievance information requests as soon as administratively practicable, providing relevant information regarding the grievance(s) being discussed.

**Section 4-C. All grievances shall be closed at the time of contract ratification.**

~~Stage~~ **Step** One

~~5.~~ **Section 5.** An aggrieved employee and/or their Steward may present and attempt to settle a grievance with the employee’s immediate supervisor during working hours. To be valid, a grievance must be submitted within ten (10) calendar days after the aggrieved knew or by reasonable diligence could have known of the occurrence of the act or omission upon which it is based except as otherwise provided by this Agreement*.* Failure to file such a grievance within the ten (10) calendar days of the alleged violation shall render the grievance void and closed.

~~5-A.~~ **Section 5-A.** In an attempt to reach a settlement of the grievance, the immediate supervisor of the grievant shall arrange and have a meeting with the Steward within seven (7) calendar days after presentation of the grievance in ~~Stage~~ **Step** One. The meeting will take place during working hours without loss of compensation. The supervisor shall provide an answer to the Steward within seven (7) calendar days of the ~~Stage~~ **Step** One meeting.

~~Stage~~ **Step** Two

~~6.~~ **Section 6.** If a settlement is not reached or an answer given within seven (7) calendar days following the ~~Stage~~ **Step** One meeting, the aggrieved employee and/or their Steward may present the grievance within five (5) calendar days into ~~Stage~~ **Step** Two for discussion with the employee’s department manager or their designee. Failure to timely present the grievance will result in the grievance being considered withdrawn and closed.

~~6-A~~. **Section 6-A.** In an attempt to reach a settlement, the department manager shall arrange and have a meeting with the Steward within seven (7) calendar days after receiving the grievance in ~~Stage~~ **Step** Two. The meeting will take place during working hours without loss of compensation. The department manager shall provide an answer to the Steward within seven (7) calendar days of the ~~Stage~~ **Step** Two meeting.

~~6-B.~~ **Section 6-B.** A Labor **and Employee** Relations ~~Representative~~ **Analyst** may be present during the grievance discussions.

~~Stage~~ **Step** Three

~~7.~~ **Section 7.** If a settlement is not reached seven (7) calendar days following the ~~Stage~~ **Step** Two meeting, the Union may present the grievance ~~into~~ **at** ~~Stage~~ **Step** Three at the next ~~Stage~~ **Step** Three meeting thereafter or within seven (7) calendar days, whichever is sooner, for discussion with the Labor **and Employee** Relations ~~Senior Manager~~ **site lead** or their designee. Failure to timely present the grievance will result in the grievance being considered withdrawn and closed.

~~7-A.~~ **Section 7-A.** In an attempt to reach a settlement, the grievance will be scheduled for discussion at the next regular weekly meeting with the Grievance Committee. The ~~Stage~~ **Step** Three meetings will be held weekly ~~on Wednesday between the hours of 1:30 p.m. and 3:30 p.m.,~~ provided there are grievances to be discussed at this ~~Stage~~ **Step**. With twenty-four (24) hours’ notice to the Company, the Company and the Union may meet at other times. Such additional meetings shall occur prior to the next regularly-scheduled ~~Wednesday~~ meeting and will not be subject to the six (6) hour limitation on compensation established in ~~Section~~ **Article** Eleven, ~~Paragraph~~ **Section** 4 (Union Representatives).

~~7-B.~~ **Section 7-B.** In cases of discharge or layoff, an employee’s grievance is properly certified when it is filed at ~~Stage~~ **Step** Three with the Labor **and Employee** Relations ~~Senior Manager~~ **site lead** or their designee within seven (7) calendar days from the date of the Company’s notification to the employee. Failure to timely file the grievance will result in the grievance being waived and closed.

~~7-C.~~ **Section 7-C.** No employee shall be required to leave the plant upon discharge, disciplinary layoff or suspension without being permitted to discuss their case in the presence of their Steward, unless there is imminent danger to persons or property in which case the employee will be afforded Union representation as soon as practicable.

~~7-D.~~ **Section 7-D.** A General in Character Grievance as defined in ~~Paragraph~~ **Section** 3-A, is properly certified when it is filed at ~~Stage~~ **Step** Three with the Labor **and Employee** Relations ~~Senior Manager~~ **site lead** or their designee within fifteen (15) calendar days from the date of the alleged violation. Failure to timely file the grievance will result in the grievance being waived and closed.

~~Stage~~ **Step** Four – Arbitration

~~8.~~ **Section 8.** If the parties fail to reach a satisfactory settlement in ~~Stage~~ **Step** Three within thirty (30) calendar days, then within nine (9) calendar days thereafter, the grievance may be certified to ~~Stage~~ **Step** Four. Failure to timely certify the grievance will result in the grievance being considered withdrawn and closed.

~~8-A.~~ **Section 8-A.** Cases involving discharge, disciplinary suspensions, Area Steward discipline, layoff, recall from layoff, medical related lost time, and NLRB-deferred cases shall have priority in arbitration over all other types of disputes.

~~8-B.~~ **Section 8-B.** The parties may select an arbitrator by agreement. If the Company and the Union fail to agree to an arbitrator within twenty (20) calendar days of the grievance being certified to ~~Stage~~ **Step** Four, a request shall be made for the Federal Mediation and Conciliation Service to furnish a list of fifteen (15) names from which an arbitrator shall be selected within thirty (30) calendar days from receipt of the list, by agreement, or, failing to agree, by alternately striking names from the list.

~~8-C.~~ **Section 8-C.** The arbitration hearing shall be held within forty-five (45) calendar days after the Arbitrator has been selected unless the Company and the Union mutually agree otherwise; provided, however, if the Arbitrator is unable to schedule a hearing within such forty-five (45) day period, the parties shall schedule a hearing as soon as practicable thereafter.

~~8-D.~~ **Section 8-D.** The Arbitrator shall not have jurisdiction to arbitrate new provisions or new clauses into this Agreement, nor to add to, nor to modify, nor to arbitrate away in whole or in part any provisions 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.

~~8-E.~~ **Section 8-E.** The Arbitrator’s decision shall be submitted in writing and shall be final and binding on both parties. The Arbitrator’s decision shall be rendered within thirty (30) calendar days of the hearing date. Notice of any claims by either party that an Arbitrator’s Award is rendered invalid in whole or in part, shall be served in writing upon the other party within ten (10) calendar days after receipt of the written award, and thereafter the party giving such notice shall proceed as in accordance with prevailing law, seeking to modify or set aside the award. The parties agree that if such notice is not given, such failure shall constitute a waiver of any legal objections to said award.

~~8-F.~~ **Section 8-F.** The costs of the hearing room and the fees and expenses of the Arbitrator shall be shared equally by the Union and Company.