

1 ~~8.2.3 Withholding of wage increase. A wage increase shall not be withheld without first~~
2 ~~providing written notice to an employee including the reason(s) withheld. Such notice shall~~
3 ~~be provided to the employee prior to the anniversary increase date. Withholding an increase shall~~
4 ~~be considered a disciplinary action.~~

5 **23.1 Progressive Discipline.** The principles of progressive discipline shall be used except when
6 the nature of the problem requires more serious discipline or immediate action. **All discipline**
7 **issued shall be in written form. The Employer may provide documentation explaining the**
8 **rationale for discipline; this documentation is not considered separate discipline.**

9 Progressive discipline includes the following steps:

- 10 (1) documented verbal warning;
- 11 (2) written warning;
- 12 (3) suspension without pay (**maximum fourteen (14) days**), **suspension of seniority**
13 **rights, or pay reduction, withholding pay increase, or demotion or; the Employer may**
14 **also issue or** a final written warning;
- 15 (4) discharge.

16 **Coaching (see Section 5.EX1) is not a step of the discipline process and is not an**
17 **investigatory interview, but may result from an investigatory meeting. Coaching cannot be**
18 **grieved.**

19 **23.1.2 Suspension of seniority rights.** ~~The Employer may in its discretion incorporate~~
20 ~~into an employee's final written warning.~~ **Suspension of an** the employee's seniority rights **shall**
21 **not exceed** for one (1) year in no more than two of the following three contract areas: offering of
22 overtime work (9.1.4), requesting vacation and holiday time off (12.4.3), and job bidding (18.1).

23 ~~23.7 Limits on Pay Reductions.~~ Reductions in pay shall not exceed either a reduction of three
24 percent (3%) for ~~four (4) six (6) pay periods or a reduction of six percent (6%) for three (3) pay~~
25 periods.

26 **23.8 Transmissions to Union.** All notices ~~of job reclassification or~~ of pre-discharge
27 hearings, suspension, pay reduction, demotion, final written warning, **unpaid leave due to**
28 **investigation or discipline,** and discharge shall be delivered to the Union electronically on the
29 same day that the employee is notified. In the event that the Employer fails to provide
30 notification as discussed above, the Union will promptly notify the Employer of such failure as
31 soon as the Union becomes aware of it. Should the Employer fail to notify the Union of a pre-
32 discharge meeting, the Union may request the meeting be rescheduled in order to secure union
33 representation for the employee. In such event, the meeting will be rescheduled pursuant to
34 Article 23.4, as if the Union received notice on the day that the Union provides notification to the
35 Employer. Should the Employer fail to notify the Union of suspension, pay reduction, demotion,
36 final written warning and discharge, timelines shall be suspended pending union notification to
37 the Employer.

38 **24.1 Grievance Procedure.** ~~The parties encourage~~ Unless the issue relates to the
39 ~~employee's supervisor,~~ ~~S~~supervisors and employees **must make a good faith effort** to
40 **engage in problem-solving** ~~solve issues~~ among themselves at the earliest possible time,
41 ~~preferably~~ prior to initiating a grievance. **Problem-solving may occur with the assistance of**
42 **the Union. The absence of pre-grievance problem-solving shall not alone be cause for**
43 **denying a grievance, but the Union may not advance a grievance until the above-referenced**
44 **problem solving has occurred.** The employee and supervisor may agree in writing to extend the
45 formal grievance filing deadline.

46 **24.1.1. Grievance defined.** A grievance is defined as any dispute arising out of or
47 concerning the application, meaning or interpretation of this Agreement.

48 **24.1.2. Time extensions.** No extension of any time limit set forth in this Section 24.1
49 may occur without the written agreement of both parties. Failure of an employee or the Union to
50 meet a time limit shall constitute withdrawal of the grievance. Failure of the Employer to meet a
51 time limit shall constitute an automatic progression of the grievance to the next step.

52 **24.1.3 Union representation.** Once an employee files a grievance, the employee shall
53 not be required to discuss the subject matter of the grievance without the presence of a Union
54 representative.

55 **24.1.4. Grievances of specific matters.** Grievances involving the following specific
56 matters shall be submitted as follows:

57 a. Grievances involving the *appeal of a reclassification matter* (**Sections 21.2-**
58 **21.4**) shall be filed with the designated Compensation Manager in Human Resources at
59 Step 2 in the grievance process.

60 b. Grievances involving the *application of insurance benefits* (**Article 15**) shall
61 be filed with the Benefits Manager in Human Resources.

62 c. Grievances involving *layoff, suspension without pay, ~~reduction in pay,~~*
63 *~~demotion,~~ final written warning or discharge* shall be submitted to Human Resources at
64 Step 2 in the grievance process. The Union has the right to appeal such disciplinary
65 action within twenty-one (21) days of the effective date of the action. However, in the
66 case of suspension during a period of pre-disciplinary investigation, the appeal must be
67 made within twenty-one (21) days of the action, if any, which results from the pre-
68 disciplinary investigation.

69 **d. Grievances involving complaints of discrimination or harassment (Section**
70 **6.1.3) shall be submitted to Human Resources at Step 2 in the grievance process.**
71 **Such grievances shall not be advanced filed until the Employer's investigation is**
72 **complete, unless the investigation takes longer than ninety (90) days, at which point**
73 **the Union may advance the grievance. ~~The investigation shall not exceed forty-five~~**
74 **~~(45) days unless all parties agree to an extension. HR shall update the Union and~~**
75 **~~grievant on the progress of the investigation at least twice monthly. The Step 2~~**
76 **grievance response may be amended once the Employer's investigation is complete.**
77 **Employees shall also be referred to the appropriate state or federal agency.**

78 *ed.* A verbal warning shall not be grievable. The verbal warning shall be placed
79 in the employee's file and the employee may respond in writing to the warning, which
80 shall also be placed in the employee's file. If, however, an employee receives a written
81 warning pertaining to a related issue within one (1) year following receipt of the prior
82 verbal warning, both warnings may be grieved collectively.

83 ~~*e. Grievances alleging a violation of Section 6.1.3 (Non-discrimination and*~~
84 ~~*Harassment). Prior to referral to arbitration, an employee grieving Section 6.1.3*~~
85 ~~*must decide with the Union whether to continue to use the grievance procedure or*~~
86 ~~*the procedure established by applicable regulatory agencies. The Employer shall be*~~
87 ~~*notified of this decision in writing. The employee's choice of one (1) procedure shall*~~
88 ~~*preclude the utilization of the other.*~~

89 **24.1.5 Grievance steps.**

90 **STEP 1**

91 The employee or the Union on **an identified** the ~~specific~~ employee's (**or employees'**)
92 behalf shall file a grievance on an official Grievance form no later than twenty-one (21) days
93 following the date of the alleged contract violation or the date the employee first knew or should
94 have known of the alleged contract violation, ~~or, for alleged violations of Section 6.1.3 (Non-~~
95 ~~discrimination and Harassment), no later than twenty-one (21) days following the end of~~
96 ~~the Employer's investigation.~~ The grievance must cite the **employee(s) affected**, specific
97 contract article believed to have been misapplied or violated, **explain how the article was**
98 **misapplied or violated**, and **provide** a specific remedy to adjust for any such discrepancy.

99 The grievance shall be filed with the immediate supervisor and the appropriate
100 Department Director, or designee thereof, with a copy sent to Human Resources and to the
101 Union if an employee is filing the grievance without the assistance of the Union. When a
102 grievance alleges an identical contract violation arising involving at least three (3) supervisors
103 who are directly responsible to a common supervisor, the common supervisor shall be considered
104 the immediate supervisor. In the event that the appropriate Department Director is not properly
105 identified, providing a copy to Human Resources will be deemed to satisfy the Step 1 filing
106 deadline. The Union may also file a limited request for information within seven (7) days of the
107 sStep 1 filing. Such a request shall be limited to items in the grievant's personnel file or
108 grievant's attendance records.

109 The parties **(including the grievant(s))** shall meet at the earliest opportunity and attempt
110 to develop a mutually acceptable solution, with the aid of a problem-solving worksheet in non-
111 disciplinary cases. The meeting may be attended by a Union steward at the employee's request
112 and/or a Human Resources representative at the supervisor's or Department Director's request.
113 If a solution is reached at this or a subsequent meeting, it shall be reduced to writing and signed
114 by all parties involved in the discussion, with a copy sent to Human Resources and the Union. If
115 a solution is not reached, the Director or designee shall respond to the grievance in writing
116 within seven (7) days of the meeting and provide such response to the employee and the
117 designated Union representative. Failure to respond in a timely manner shall be considered a
118 denial of the grievance.

119 Solutions reached without the involvement and agreement of the Union or Human
120 Resources are subject to review and agreement at the parties' discretion and shall become
121 precedent setting only upon the agreement of the Union and Human Resources.

122 **STEP 2**

123 If the Union desires to advance the grievance to Step 2, it must notify Human Resources
124 in writing within fourteen (14) days of the due date for receiving the Employer's Step 1 written
125 response. If the Union wishes to submit a request for information to the Employer, it shall
126 submit the request within seven (7) days after advancing the grievance to Step 2. Information
127 requests shall be limited to information that directly relates either to the specific allegations of
128 the grievance or to assertions contained in the Employer's Step 1 response. The Employer shall
129 respond to the information request within **twenty one (21)** days after receiving the request. The
130 Union shall coordinate the scheduling of a Step 2 meeting within fourteen (14) days after
131 receiving the Employer's response to the information request. If the Union does not submit an
132 information request, the Union shall coordinate the scheduling of a meeting within 14 days after
133 advancing the grievance to Step 2. ~~The Step 2 meeting shall not address issues that were not~~
134 ~~raised in the grievance and Step 1 meeting.~~ **If new issues arise at Step 2, the Union will**
135 **amend the original grievance.** The Employer shall provide a written response at Step 2 within
136 14 days following the Step 2 meeting.