

Tentative Agreement

ARTICLE 25 - Grievance Procedure

A. Grievance Steps

The procedure for the presentation and adjustment of disputes or grievances that may arise is outlined in this Article. The Union will notify the Company of the designated Union Representative to receive grievance responses for each Union jurisdiction.

1. Oral Step

- a. Any employee or group of employees who believe that any provision of this Agreement has not been properly applied or interpreted may orally present the grievance to their immediate supervisor (management) within seven (7) days of the occurrence that leads to the grievance. The supervisor shall give an oral decision to the employee(s) within twenty-four (24) hours of the discussion. Employees, at their request, will be accompanied by a representative of the Union at this step. Oral step decisions are non-precedential.

2. Step 1

- a. If a satisfactory decision is not reached at the oral step, a grievance must be submitted in writing to the local Director/Manager within ten (10) days of the oral decision.
- b. If the Union believes that any provision of this Agreement has not been properly applied or interpreted with respect to discipline or discharge, the Union may bypass the Oral Step and submit a grievance in writing to the local Director/Manager within ten (10) days of the occurrence that leads to the grievance.
- c. The local Director/Manager will render a decision in writing to the employee, Union Representative and the Local Union within seven (7) days of receipt of the grievance. Step 1 decisions are non-precedential.

3. Step 2

- a. If a satisfactory decision is not reached at Step 1, the grievance may be appealed in writing by the Union within ten (10) days of the receipt of the Step 1 decision to the appropriate department Director, or their designee.
- b. At Step 2, either the Union or Company may request, in writing, that a hearing be conducted. If a hearing is requested by either party, the hearing will be scheduled to occur at a date and time mutually agreeable to the Union Representative and department Director, or their designee, and did not respond to the Step 1 decision, within twenty-one (21) days of the department Director's, or their designee's, receipt of the appeal. If a hearing is requested by either party and such hearing does not occur within twenty-one (21) days of the department Director's, or their designee's, receipt of the appeal, the Union, at its discretion, may appeal the grievance to Step 3. When a hearing is conducted, the department Director, or their designee, will render a decision in writing to the employee with a copy provided to the Union Representative and the Local Union within seven (7) days of the hearing date.

Tentative Agreement

- c. If neither party requests a hearing, the department Director, or their designee, will render a decision in writing to the employee with a copy provided to the Union Representative and the Local Union within fourteen (14) days of receipt of the appeal.

4. Step 3

- a. If a satisfactory decision is not reached at Step 2, the grievance may be appealed in writing by the Union to the System Board of Adjustment within thirty (30) days of the receipt of the Step 2 decision.
- b. The Union (Association Director or Vice Director, or their designees) may file a grievance directly to Step 3 of the grievance process for non-disciplinary contract interpretation.

B. Issuance of Discipline

No employee who has successfully completed their probationary period will be disciplined or discharged without being advised in writing of the basis of the charge(s) against them leading to such action. Such notice, or notice of any other disciplinary action, shall be presented to the employee, Union Representative, and the Local Union not later than thirty (30) days from the time the employee's operating department learns of the incident upon which such charge(s) is based, with a copy to the local Union Representative. This notice requirement does not apply to the discharge of a probationary employee who has failed to satisfactorily complete their probationary period.

C. Union Representation at Investigatory Interviews

1. An employee will have the right to have a representative of the Union or, at the employee's option, another Passenger Service employee present when the employee is required to attend a meeting which may result in discipline of the employee. If more than one Steward is on duty, the employee will be permitted to select the Steward of their choice. If the Steward on duty chosen by the employee is unavailable based on the needs of the service, the Company will delay the meeting, provided that it shall not be delayed beyond the end of the employee's shift.
2. The employee will have the opportunity to obtain a Steward's or Union Representative's telephonic participation in the meeting if neither is available on site.
3. Notwithstanding Paragraph C.2 above, if an HBR employee is required to attend an investigatory interview in person, they may have a Steward or Union Representative attend the meeting in person as well, if the Steward or Union Representative is available at that time based on the needs of the operation.
4. Employees will not be required to travel to, attend or participate in investigatory interviews or meetings, in person or by phone, while off duty, except as necessary based on extenuating circumstances.

D. Disciplinary Grievances Other Than Discharge

1. In cases of discipline other than discharge, the employee or Union may request a hearing at the Step 1 level. The request for a hearing must be submitted with the written grievance.

Tentative Agreement

2. The hearing will be scheduled to occur at a date and time mutually agreeable to the Union Representative and department Director, or their designee, within twenty-one (21) days of the local Director/Manager's, or their designee's, receipt of the grievance.
3. The local Director/Manager, or their designee, will render a decision in writing to the employee within ten (10) days of the hearing, and a copy of the decision will be provided to the local Union Representative, and thereafter Step 2 shall apply.
4. Step 1 decisions are non-precedential. The time frame described in this Paragraph is an exception to the normal time frames within Step 1.
5. If a hearing does not occur within twenty-one (21) days of the Director/Manager's, or their designee's, receipt of the appeal, the Union, at its discretion, may appeal the grievance to Step 2.

E. Discharge Grievances

1. In cases of discharge, the affected employee shall file a grievance with the appropriate department Director, or their designee, within seven (7) days of the discharge.
2. The department Director, or their designee, shall schedule a hearing to occur on the discharge grievance at a date and time mutually agreeable to the Union Representative and department Director, or their designee, within ten (10) days of the filing of the grievance. The written decision of the department Director, or their designee, shall be issued to the employee and Union Representative within ten (10) days of the hearing, and thereafter Step 3 shall apply.
3. If a hearing does not occur within ten (10) days of the Director's, or their designee's, receipt of the appeal, the grievance shall be deemed denied, and the Union, at its discretion, may appeal the grievance to Step 3.

F. Remedy

The hearing officer in any discipline, suspension or discharge case shall have the authority to grant any make whole remedy, including but not limited to back pay, seniority and record correction appropriate to cases where it is decided to reduce or eliminate disciplinary penalties determined to be unwarranted under the standard of just cause.

G. Time Limits

1. The time limits set forth in this Article may only be waived by mutual, written agreement of the parties.
2. Failure of the Company to answer grievances within the prescribed time limits at any step automatically moves such grievances to the next level of the grievance procedure.
3. Failure of the employee or Union Representative to comply with any of the prescribed time limits will withdraw the grievance from further consideration.

Tentative Agreement

H. Probationary Employees

Probationary employees may be disciplined or discharged at the Company's discretion and no probationary employee shall have the right to grieve any disciplinary or discharge action of the Company.

I. Hearings

The grievant may be represented at grievance hearings by a representative(s) of the Union. In all cases, a representative(s) of the Union will be present at grievance hearings. The Company official to whom a grievance appeal is submitted under this Article may designate another member of management as hearing officer.

J. Authorized Union Business

Union representatives will be allowed necessary time for authorized Union business during working hours, consistent with the needs of service, as determined by the Company. Authorized Union business is that relating to the investigation of grievances or potential grievances, disciplinary action hearings, and grievance meetings with officials of the Company. In the conduct of authorized Union business, the representative will request permission to be absent from their department Director or designee, provide the reason therefore, and notify their Manager of their return.

K. Union Activity

No employee selected as steward or representative of the Union will be discriminated against for lawful activity on behalf of the Union.

L. Mediation Process

The parties, by mutual agreement, may attempt to resolve a grievance that has been appealed to the system board process set forth in Article 26 of this Agreement through the following mediation process:

1. The issues mediated will be the same as the issues the parties have failed to resolve through the grievance process. Multiple grievances may be submitted to mediation together if mutually agreed to by the parties. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the mediation conference shall be made.
2. The grievant(s) will have the right to be present for the presentation of the case. Other attendees will include those individuals needed to present the parties' positions and to reach agreement with the authority to bind their respective parties. Non-participating observers will not be admitted except by mutual agreement of the parties.
3. The Company and the Union shall each appoint a principal spokesperson for the mediation conference.
4. The mediator has the authority to meet both jointly and separately with the parties; however, the mediator has no authority to compel resolution of the grievance.
5. Any grievance settled during a mediation conference that is intended to be non-precedent setting shall be so stated in a jointly executed settlement agreement.

Tentative Agreement

6. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision involving the interpretation or application of the collective bargaining agreement, together with the reasons for their decision, unless both parties agree that no opinion shall be provided.
7. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.
8. Any written material or documentary evidence presented to the mediator or to the other party shall be returned to the party presenting that material at the end of the mediation conference.
9. In the event that a grievance, which has been the subject of a mediation conference, is subsequently heard before a system board under Article 26 of this Agreement, the mediator may not serve as the arbitrator, nor may they be called as a witness by either party in such proceedings. During the system board proceedings on such a grievance, no reference will be made to the fact that the grievance was the subject of a mediation conference; nor will there be any reference to statements made, documents provided, or actions taken by either the mediator or the participants during the course of a mediation conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the mediation conference.
10. By agreeing to schedule a mediation conference, the parties are not waiving any procedural arguments that they may have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such a conference.
11. All parties in the mediation conference, including the mediator, are barred from disseminating information pertaining to the conference and/or individual grievances to the public, the media or like source.
12. All mediation fees and expenses will be shared equally between the parties. The mediation conference will be held in the same location, as would a system board hearing, unless the parties mutually agree upon another location. Each of the parties will assume the compensation, travel expense and other expenses of the mediation participants brought by that party. The grievant, or grievants if multiple grievances are being mediated, and a Union Representative, who are employees of the Company shall receive free round trip transportation on space positive status over the Company system from the point of duty or assignment to the location of the mediation, to the extent permitted by law.
13. Mediators will be selected by mutual agreement of the parties. If the parties are unable to agree to a mediator or a grievance is not resolved in the mediation process, then the parties shall proceed pursuant to the system board process under Article 26 of this Agreement unless the grievance is withdrawn.

M. Stenographic Report

When it is mutually agreed that a stenographic report is to be taken by a public stenographer of any investigation or hearing provided for in this Agreement, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings be taken by a public stenographer, the stenographic report of any such investigation or hearing

Tentative Agreement

may be taken by either of the parties to the dispute. A copy of such stenographic record will be furnished to the other party to the dispute upon request at a pro rata cost. The cost of any additional copies requested by either party shall be borne by the party requesting them, whether the stenographic record is taken by mutual agreement or otherwise.

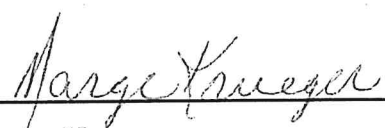
Tentative Agreement

For the Company:

For the Association



Lynn Vaughn
Managing Director of Labor



Marge Krueger
Co-Chair, CWA-IBT Association

10/31/23

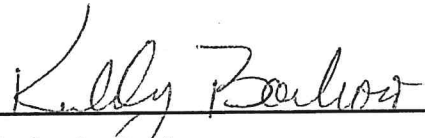
10/31/23

Date

Date



Jerry Glass



Kimberly Barboro
Co-Chair, CWA-IBT Association

10/31/23

10-31-23

Date

Date