

Article ___ Dispute Procedure

____.1 A grievance is any dispute or complaint of an employee or the Union arising from or based on a violation or alleged violation of one or more provisions of this Agreement. Any grievance shall be settled and determined through the following procedure:

Step 1 - Any employee having a grievance along with the employee's steward will first attempt to settle it with the employee's immediate supervisor. This shall occur within five (5) days of the incident giving rise to the grievance. The supervisor shall provide the employee and the steward with an oral response to the grievance within 5 days after a Step 1 meeting. Any failure of the supervisor to timely respond to the grievance shall constitute a denial of the grievance. The disposition of a grievance at this step of the grievance procedure shall not constitute a precedent for the interpretation and administration of this Agreement.

Step 2 - If a grievance is not settled at Step 1 of the grievance procedure, it shall then be reduced to writing by the aggrieved employee or the Union and submitted to the Facility Manager within fifteen (15) days after the Step 1 response was given or due. A grievance pertaining to the discharge of an employee shall be initiated and processed beginning at this Step 2 without resort to Step 1. The written grievance shall specify the alleged violation(s) of this Agreement. The aggrieved employee, a steward and/or a business representative of the Union and the Facility Manager and/or Human Resource or Labor Relations Manager for the Company shall then meet as soon as practicable and

attempt to settle the grievance. The Company will give the Union any answer to said grievance in writing within 15 days after the Step 2 meeting. Any failure to do so shall constitute denial of the grievance.

Step 3 - If a grievance is not satisfactorily settled at Step 2 and if the grievance is otherwise arbitrable in accordance with the terms of this Agreement, it may be submitted to arbitration in accordance with the provisions of this Agreement pertaining to arbitration, but not otherwise. Strict compliance with the procedural requirements and time limits of the grievance procedure is a condition precedent to an aggrieved employee's and the Union's right to take any grievance to arbitration. The aggrieved employee and the Union shall be conclusively bound by the Company's Step 2 answer and said grievance shall not thereafter be arbitrable absent such compliance.

____.2 A grievance shall not be arbitrable unless it involves an alleged violation by the Company of one or more provisions of this Agreement, which alleged violation was designated in writing by the aggrieved employee or the Union to the Company no later than the time such grievance is appealed to Step 2 of the grievance procedure. Likewise, a grievance shall not be arbitrable unless the Union gives the Company written notification of its intent to arbitrate said grievance by registered United States mail sent within (15) days after the Company's Step 2 written answer was given or due.

____.3 Any grievance which is arbitrable under the terms of this Agreement shall be arbitrated in accordance with the rules of the American Arbitration Association which are then in effect. The Company and the union may opt to mutually select an Arbitrator to decide a

grievance. Absent such agreement, the Arbitrator for each such dispute shall be selected in accordance with said rules; provided, however, that each list of arbitrators submitted by the American Arbitration Association shall contain the names of at least seven arbitrators who are members of the National Academy of Arbitrators without regard to the geographic location of their residence in relation to West Wareham, Massachusetts.

____.4 No more than one grievance shall be submitted to any one Arbitrator. The Arbitrator shall have the authority to hear and determine only one grievance unless the Company and the Union mutually agree otherwise in writing.

____.5 The Arbitrator so selected shall have power to receive relevant testimony and other evidence from the parties to the dispute and to hear testimony from such witnesses as he or she deems appropriate. The parties may, if they so desire, be represented by counsel in all proceedings held before the Arbitrator.

____.6 The Company shall bear the cost of preparing and presenting its case to the Arbitrator. The Union shall bear the cost of preparing and presenting its case to the Arbitrator. All other expenses of arbitration, such as but not limited to the Arbitrator's fee, costs of court reporters and transcripts and the cost of any location where the arbitration proceedings are held, shall be shared equally among the Company and the Union.

____.7 The function of the Arbitrator shall be limited to deciding disputed issues of fact and whether any express provision of this Agreement was violated. The Arbitrator shall not have the authority to add to, delete, supplement, ignore or modify any of the terms or provisions of this Agreement. The Arbitrator shall not decide issues which are not directly involved in the case submitted. No decision of the Arbitrator shall require the payment of a wage rate or wages determined on a basis different than what is provided in this Agreement. Were an Arbitrator to

decide that an aggrieved employee should be awarded any back pay due to a discharge, suspension, layoff, or other lost work time, the Company shall be entitled to set off from such award for the employee's gross interim earnings and any unemployment compensation or other benefits received or receivable by the employee from any source during the period he was not working for the Company.

____.8 Subject to the foregoing limitations, the Arbitrator's award shall be final and binding upon the Company, the Union and the aggrieved employee or employees.

____.9. The steward for an employee with a grievance may request permission from the steward's and the employee's supervisors to meet with the grieving employee at a reasonable time, in a non work area, and for a reasonable period of time concerning the grievance.

Permission shall not be unreasonably denied and should be granted provided this will not affect operations and/or there is no interference with the work of the employee, other employees or facility operations.

____.9 Any grievance arising from an alleged violation of this Agreement by the Company shall be deemed, considered and held to have been waived unless the same is presented for settlement and determination in accordance with the time limits and procedures applicable to the various steps of this Dispute Procedure. Time limits may be extended only by mutual written agreement of the Company and the Union. No arbitrator shall have authority to determine questions of compliance with procedural requirements and/or time limits unless the Company and the Union mutually agree in writing to submit such questions to an arbitrator.

____.10 No grievance may be filed or is arbitrable which is based in whole or in part on a circumstance(s) preceding the date of this Agreement or occurring after expiration of this Agreement. No arbitrator may make an award of reinstatement or back pay or any other award

with respect to any alleged grievance arising during any period preceding the date of this Agreement or after the expiration of this Agreement.

_____ .11 Except as otherwise specified in Article ____ .1, Step 1 and Step 2, only the Union shall have the right to prosecute grievances under this Agreement. Only the Union shall have the right to submit to arbitration a grievance which is otherwise arbitrable. If the Union fails, refuses or declines to process a grievance or exhaust the Dispute Procedure on behalf of an employee, or if the Company and the Union settle any grievance submitted on behalf of an aggrieved employee, this shall be final and binding on both the Union and the aggrieved employee and they shall thereafter be estopped to revive or further prosecute said grievance.