

14.01 a. The Employer retains the right to modify or terminate the furnishing of perquisites after consulting with the Union prior to modifying or terminating the perquisites.

14.01 b. When the Employer takes action and the Employee or the Union believes that the reason(s) for the change is unjust the disagreement may be processed through Section 15.

SECTION 15. GRIEVANCE PROCEDURE.

15.01 **PROCESS.**

A grievance that arises out of alleged Employer violation, misinterpretation, or misapplication of this Agreement, its attachments, exhibits, and appendices shall be resolved as provided in Section 15.

15.02 **DEFINITION.**

The term grievance shall mean a complaint filed by a bargaining unit Employee, or by the Union, alleging a violation, misinterpretation, or misapplication of a specific section of this Agreement occurring after its effective date.

15.03 **GRIEVANCE WITHOUT UNION REPRESENTATION.**

15.03 a. An Employee may process a grievance and have the grievance heard without representation by the Union except as provided in Section 15.18.

15.03 b. No meeting shall be held to discuss the grievance without first making an attempt to arrange a mutually acceptable meeting time with the grieving party and the Union, provided that the meeting shall be held within the time limits as provided in Section 15.

15.03 c. No resolution of a grievance filed as provided in Section 15.03 shall be made at any step of the grievance procedure which is inconsistent with this Agreement.

15.04 **CLASS GRIEVANCE.**

A class grievance may be filed at Step 2 by mutual agreement between the Union and the Employer or the Employer's designee within the time limits in Section 15.11.

15.05 **REQUIREMENTS.**

15.05 a. A grievance not filed as provided in Section 15. need not be considered by the Employer.

15.05 b. By mutual agreement between the Union and the Employer any requirement of Section 15. may be waived.

15.06 **FAILURE TO RESPOND.**

In the event the Employer fails to respond within the time limits of any step of Section 15. the grievance may be appealed to the next step.

15.07 **INFORMAL RESOLUTION.**

A grievance shall, whenever possible, be discussed and resolved informally between the grieving party and/or the Union with the immediate supervisor.

15.08 **MEETING.**

By verbal request, the grieving party and/or the Union representative shall be provided an opportunity to meet in Steps 1 and 2 in an attempt to resolve the grievance.

15.09 **INFORMATION.**

The Employer shall provide all information in the possession of the Employer which is needed by the grieving party and/or the Union to investigate and/or process a grievance as follows:

15.09 a. Photocopy and give the material requested to the grieving party and/or the Union within seven (7) calendar days of the request; or

15.09 b. Make the material requested available to the grieving party and/or the Union within seven (7) calendar days of the request for the purpose of photocopying or review for five (5) calendar days on the condition that the grieving party and/or the Union agrees to sign Exhibit 15.09 and be responsible for the material until it is returned.

15.10 **FORMAL GRIEVANCE.**

In the event the grievance is not satisfactorily resolved on an informal basis, the grieving party and/or the Union may file a formal grievance by completing the grievance form provided by the Union.

15.11 **STEP 1 GRIEVANCE.**

The grievance shall be filed with the department head or the department head's designee in writing as follows:

15.11 a. Within eighteen (18) calendar days after the occurrence of the alleged violation. The term "after the occurrence of the alleged violation" as provided in Section 15.11 a. shall mean:

15.11 a.1. Discharge: Eighteen (18) calendar days after the effective date of the discharge.

15.11 a.2. Suspension: Eighteen (18) calendar days after the last day of the suspension.

15.11 a.3. Other Disciplinary Actions: Eighteen (18) calendar days after the effective date of the discipline.

15.11 a.4. Other Alleged Violation(s): Eighteen (18) calendar days after the alleged violation(s) occurred unless the violation(s) are continuing as provided in Section 15.11 b.

15.11 b. Within eighteen (18) calendar days after the alleged violation first became known to the Employee or the Union if the Employee did not know of the alleged violation if it is a continuing violation.

15.11 c. Within eighteen (18) calendar days after the alleged violation is discovered by the grieving party and/or the Union if it is a payroll computational error.

15.12 **STEP 1 DECISION.**
The decision of the department head or the department head's designee shall be in writing and shall be transmitted to the grieving party and/or the Union within thirteen (13) calendar days after receipt of the grievance.

15.13 **STEP 2 APPEAL OR GRIEVANCE.**

15.13 a. In the event the grievance is not resolved in Step 1, the grieving party and/or the Union may file a letter of appeal with the Employer or the Employer's designee specifying the reasons for the appeal together with a copy of the grievance and a copy of the Step 1 decision within nine (9) calendar days after receipt of the Step 1 decision.

15.13 b. In the event a grievance is filed at Step 2 as provided in Section 15.04, the grievance shall be filed as provided in Section 15.11 except that the grievance shall be filed with the Employer or the Employer's designee instead of the department head or the department head's designee.

15.14 **DIFFERENT ALLEGATIONS.**
The Employer or the Employer's designee need not consider a Step 2 grievance which encompasses different allegations than those alleged in Step 1.

15.15 **STEP 2 DECISION.**
The decision of the Employer or the Employer's designee shall be in writing and transmitted to the grieving party and/or the Union within nine (9) calendar days after receipt of the appeal.

15.16 **STEP 3 ARBITRATION.**
In the event the grievance is not resolved in Step 2, and the Union desires to submit the grievance to arbitration, the Union shall notify the Employer within thirty (30) calendar days after receipt of the Step 2 decision.

15.17 **SELECTION OF THE ARBITRATOR.**
Within fourteen (14) calendar days after the notice of arbitration, the parties shall select an Arbitrator as follows:

- 15.17 a.** By mutual agreement from names suggested by the parties.
- 15.17 b.** In the event the parties fail to select an Arbitrator by mutual agreement either party shall request a list of five (5) names from the Hawaii Labor Relations Board from which the Arbitrator shall be selected as follows:
- 15.17 b.1.** The Union and the Employer by lot shall determine who shall have first choice in deleting a name from the list of Arbitrators.
- 15.17 b.2.** Subsequent deletions shall be made by striking names from the list on an alternating basis and the remaining name shall be designated the Arbitrator.
- 15.18** **ISSUES TO BE ARBITRATED.**
- 15.18 a.** Within five (5) calendar days after the Arbitrator has been selected each party may submit a statement of its view as to the issue(s) to the Arbitrator with a copy to the other party.
- 15.18 b.** The Arbitrator shall determine the issue(s) at the hearing.
- 15.18 c.** The date, time and place of the hearing fixed by the Arbitrator shall be within twenty (20) calendar days from the selection of the Arbitrator.
- 15.19** **ARBITRABILITY.**
- 15.19 a.** A grievance may not be arbitrated unless it involves an alleged violation, misinterpretation, or misapplication of a specific section of this Agreement.
- 15.19 b.** In the event the Employer disputes the arbitrability of a grievance the Arbitrator shall determine whether the grievance is arbitrable prior to or after hearing the merits of the grievance. If the Arbitrator decides the grievance is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.
- 15.20** **AWARD.**
- 15.20 a.** The Arbitrator shall render the award in writing no later than thirty (30) calendar days after the conclusion of the hearing(s) and submission of briefs provided, however, the submission of briefs may be waived by mutual agreement between the Union and the Employer.
- 15.20 b.** The award of the Arbitrator shall be final and binding provided, the award is within the scope of the Arbitrator's authority as described as follows:
- 15.20 b.1.** The Arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the sections of this Agreement.

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- 15.20 b.2.** The Arbitrator shall be limited to deciding whether the Employer has violated, misinterpreted, or misapplied any of the sections of this Agreement.
- 15.20 b.3.** A matter that is not specifically set forth in this Agreement shall not be subject to arbitration.
- 15.20 b.4.** The Arbitrator shall not consider allegations which have not been alleged in Steps 1 and 2.
- 15.21** **FEES.**
The fees of the Arbitrator, the cost of transcription and other necessary general costs, shall be shared equally by the Employer and the Union. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.
- 15.22** **TIME OFF TO TESTIFY.**
The Grievant and Employees shall be permitted time off with pay to testify in grievance meetings and arbitration hearings.