

COMMUNITY WORKFORCE AGREEMENT
Alaskan Way Seawall Replacement Project
Disputes and Grievances

ARTICLE VI
DISPUTES AND GRIEVANCES

Section 1. This Agreement promotes close cooperation between management and labor. Each Union will assign a representative to this Project, to ensure the Project is completed economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of Project work, and agree to resolve disputes under the grievance-arbitration provisions in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to this Agreement feels he or she is aggrieved by violating this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the GC/CM Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the GC/CM Contractor) when the meeting concluded but not later than twenty-four (24) hours. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the information concerning the alleged grievance, including a short description, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the GC/CM Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and step 2 as outlined for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement. Meeting minutes shall be kept by the Contractor. If the parties fail to agree, the dispute may be appealed in writing under Step 3 within seven (7) calendar days.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established shall render the grievance null and void. The time limits established may be extended only by written consent of the parties involved at the step -where the extension is agreed upon. The Arbitrator shall have the authority to decide only issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from this Agreement.

Section 4. The GC/CM Contractor and City shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.