

**San Jose Water Company
Grievance Procedures for UWUA Local 259 and OE Local 3**

UWUA Local 259 Grievance Procedure as extracted from the

**Agreement between the San Jose Water Company
and Utility Workers Union of America and A.F.L.-C.I.O.**

**For and on behalf of Local 259 June 6, 1946
As Amended December 1, 2016
Effective January 1, 2017**

Grievance Committee

The Union shall create a Grievance Committee with authority to represent the employees in adjusting grievances. This committee shall consist of not more than three members, all of whom shall be employees, including the Local Union President or his nominee. The Union will notify the Company promptly of the members of this committee and any changes of its members. The Company agrees to meet with the Grievance Committee on any issue at any reasonable time whenever requested by the Union. Duly accredited representatives of the UTILITY WORKERS UNION OF AMERICA, AFL-CIO, shall have the right to attend and participate in all grievance and/or negotiating meetings.

Grievance Procedure

Any complaint, dispute, disagreement or difference arising between any employee or the Union and the Company, shall be presented as a Grievance, in writing on an approved form in the following manner:

- (a) Grievances (other than those involving the Union as such, those of a general nature and those involving a disciplinary layoff or discharge) shall be presented by the employee to his or her immediate supervisor, either personally, with, or through his or her Union representative, not later than 14 days after the date (i) of the action complained of or (ii) the employee or the Union became aware or should reasonably have become aware of the incident which constitutes the basis for the grievance. If the grievance is not satisfactorily settled within 5 days, it shall be referred to the Union Grievance Committee, which may, at its discretion but in any event not later than 14 days of the date the grievance was first presented to the employee's immediate supervisor, take up the grievance with the Vice President of Human Resources.
- (b) Grievances involving the Union as such and those of a general nature shall be referred to the Union Grievance Committee which may, at its discretion but in any event not later than 14 days after the date of (i) the action complained of or (ii) the employee or the Union became aware or should reasonably have become aware of the incident which constitutes the basis for the grievance, take up the grievance with the Vice President of Human Resources.
- (c) Grievances which involve the disciplinary layoff or discharge of an employee shall be referred to the Union Grievance Committee, which may, at its discretion but in any event not later than 7 days after the effective date of such disciplinary layoff or discharge, take up the grievance with the Vice President of Human Resources.

If the grievance is not settled with the Vice President of Human Resources within 5 days, it may, within an additional five days be appealed in writing to the President of San Jose Water Company at his office. A reply shall be made by the Company within 5 days of notification of the grievance to the President.

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If that reply does not settle the grievance and if the Union so requests within 10 days of that reply, the Company shall meet with the Union Grievance Committee. If after every reasonable effort has been made by the Committee and the Company to settle the grievance and no satisfactory settlement has been obtained, either party may with fifteen (15) days from the final meeting between the Company and the Union make written request to the other party that the matter shall be submitted to arbitration in which event the matter shall be submitted to arbitration. Either party may extend the time for making such request by an additional period of not more than fifteen (15) days. Within ten (10) days subsequent to receipt of the written request for arbitration, each party shall notify the other in writing of its selection of its representatives to serve on the Arbitration Board.

The Arbitration Board shall consist of three members: one selected by the Union, one selected by the Company, and the third selected by the two thus appointed. Within five (5) days after their selection, the representatives of the Union and the Company shall meet to select the third arbitrator and if they shall thereafter fail to agree upon the third arbitrator within five (5) days, the Director of the Federal Mediation and Conciliation Service shall be requested to submit a panel of five (5) arbitrators and from such panel the arbitrators representing the Company and the Union shall promptly select the third arbitrator by the alternate striking of names from said panel.

The Arbitration Board shall render its decision as soon as possible, and it shall be final and binding on all parties. The Arbitration Board shall have no power to add to, subtract from, alter, modify, or amend any of the terms or conditions of this Agreement.

The expense of the arbitrator for the Company shall be borne by the Company, the expense of the arbitrator for the Union shall be borne by the Union, and the expense of the third arbitrator shall be paid equally by the Company and the Union. Each party shall bear the expense of presenting its own case.

If mutually agreed upon, the Company and the Union may waive the use of the Arbitration Board, and instead, mutually agree upon a single neutral arbitrator to hear and decide upon a particular grievance.

A written record of the disposition of each grievance shall be kept.

Saturdays, Sundays, and holidays shall be excluded in computing time under this section.

An employee will not be denied his or her request for Union representation at any interview or meeting held with the Company where the employee has reasonable ground to believe that the matter to be discussed may result in the employee being the subject of disciplinary action.

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Grievance Procedures for UWUA Local 259 and OE Local 3 (cont.)**

OE Local 3 Grievance Procedure as extracted from the

AGREEMENT, made and entered into this 8th day of November, 2016, by and between SAN JOSE WATER COMPANY ("Company") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, ("Union").

**GRIEVANCE COMMITTEE, ARBITRATION, LOCKOUTS, AND ECONOMIC ACTION
Grievance Committee, Arbitration, Lockouts, and Economic Action**

Any dispute concerning the interpretation of this Agreement or its application, or any dispute regarding wages, hours, and working conditions, which has not been settled on the job, shall as soon as possible (but, in all disputes except those concerning job classification, in no event later than ten [10] days after [a] the date of the action complained of or [b] the date the grievant became aware or should reasonably have become aware of the incident which is the basis for the grievance) be submitted in writing for adjustment and settlement to the Grievance Committee, which shall act as a Board of Arbitration. The Grievance Committee shall consist of three (3) members appointed by the Company and three (3) members appointed by Union. As soon as possible and practical, but not to exceed five (5) business days after receipt of notice of complaint concerning a dispute referred to above, the Grievance Committee shall meet and attempt to adjust and settle the matter. If the Grievance Committee cannot settle the matter in dispute within eight (8) hours after convening, then a seventh (7th) member mutually agreed upon within twenty-four (24) hours thereafter shall be chosen by the Grievance Committee and the majority decision of the Grievance Committee and such seventh (7th) member shall be final and binding upon both parties and upon the Employees, and a decision in writing shall be given within fifteen (15) days. If the Grievance Committee is unable to agree upon the seventh (7th) member within the time aforesaid, then either party may make application to the Federal Mediation and Conciliation Service for the appointment of the seventh (7th) member and the majority of the group comprising the Grievance Committee and the seventh (7th) member shall be authorized and empowered to make a final and binding decision upon the parties and upon the Employees. Because all disputes are intended to be resolved through the grievance and arbitration procedure there will be no strikes, work stoppages, lockouts or any other economic actions by either party during the term of this Agreement.

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