

City TA:

Union TA:

### **Article 36. Grievances, Complaints and Arbitration**

36.1 To promote better City-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose. The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

36.2 If there is a breach of any provision of this Agreement affecting a group of employees, or if the breach of any provision of this Agreement is the result of an agreement reached between the City and an employee without the approval of the Union involved, the Union shall have the right to take up such breach with or without the consent of the employees or employee involved.

#### **36.3 Procedure**

**36.3.1 Time Limits.** It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the City to respond in writing within the time limits at each level shall render the grievance automatically appealed to the next level in the grievance procedure. ~~sustained and the requested remedy will be awarded.~~ Failure of the Union to advance the grievance to the next step without mutual agreement will render the grievance abandoned. ~~automatically appealed to the next level in the grievance procedure.~~ The Union will advise the appropriate individual at the next level within a reasonable period of time. ~~Upon the timely filing of written grievance as specified herein, the Union shall have sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure with or without the consent of the employee(s) originally filing the grievance.~~

36.3.2 **Informal Level.** Before initiating a formal written grievance at Level One, the employee ~~may~~ shall attempt to resolve the matter by informal conference with their immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee ~~may~~ shall attempt to contact another supervisor or manager. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section. Either party may declare that the informal level has been completed.

~~36.3.3 Upon appeal of any discharge, demotion, or suspension before the Civil Service Board, any grievance filed under the terms of this Agreement shall be withdrawn. Upon appeal of any discharge, demotion, or suspension before the Civil Service Board any grievance filed under the terms of this Agreement shall be withdrawn.~~

#### **36.3.4 Level One -- Bureau Head or Designee**

- A. If a dispute is not resolved at the informal level, the employee or Union shall file the grievance in writing to the Bureau Head or Designee within thirty (30) calendar days of the claimed violation.
- B. The grievance statement shall specify (each of) the provision(s) of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by (each of) the employee(s) and/or by the Union. The Grievant and the Union have a good faith obligation to be as complete and forthcoming as possible in making this statement and providing information regarding the grievance.

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- C. The parties shall meet to discuss the grievance with the appropriate bureau head or designee to whom the grievance is submitted and shall communicate their decision, along with the reasons therefore, to the employee and the Union in writing within thirty (30) calendar days ~~twenty-one (21) calendar days~~ after having received a timely appeal to Level One.

**36.3.5 Level Two -- Human Resources and Commissioner in Charge**

- A. If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to the Bureau of Human Resources ~~and the Commissioner in Charge~~ at Level Two within thirty (30) ~~fourteen (14)~~ calendar days after receiving notice of the Level One decision.
- B. The Union or the Grievant with the concurrence of the Union shall have the right to perfect ~~or amend~~ the grievance at any time prior to a union appeal to Level 4 – Arbitration during the Grievance Process with the understanding that the right to perfect the grievance is limited to the substantive issues previously raised in the grievance. ~~prior to Level Two with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.~~
- C. The Unions shall have a right to take up any disciplinary action brought against a Shop Steward by the City as a grievance at Level Two of the grievance procedure (see Clause 23.2 of this Agreement) within thirty (30) calendar days of receipt of written notice to impose the disciplinary action.
- D. A grievance involving a suspension, demotion or discharge shall be filed directly to Level Two no later than thirty (30) calendar days of receipt of written notice of imposed discharge, demotion or suspension.
- ~~E. To submit a grievance to Level Two a copy of the grievance shall be filed simultaneously with the office of the Commissioner in Charge and the Bureau of Human Resources. The Commissioner in Charge may either retain jurisdiction at this level of the procedure or delegate the Bureau of Human Resources /bureau head to handle the grievance with full authority to settle it. If the Commissioner in Charge does not retain jurisdiction of the grievance within seven (7) calendar days after receiving a timely appeal, the grievance shall be considered as having been delegated to the Bureau of Human Resources.~~
- ~~F. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested.~~
- G. ~~Upon timely filing, the written grievance will be discussed between the employee, the Union involved and the Director of the Bureau of Human Resources/bureau head or their designee within twenty one (21) calendar days after filing, unless extended by mutual written consent. The Director of the Bureau of Human Resources or their designee shall respond to the grievance within thirty (30) calendar days after the grievance has been filed at Level Two.~~

**36.3.6 Level Three -- Mediation**

- A. If the Union is not satisfied with the Level Two, upon the mutual agreement of the parties it may be referred to mediation within ~~fourteen (14)~~ thirty (30) calendar days after the Level Two disposition has been rendered.
- B. The costs of the mediator will be equally split between the parties.

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**36.3.7 Level Four -- Arbitration**

- A. If the grievance remains unresolved at Level Two or Level Three (mediation), the ~~local Union involved~~ shall have the right to refer the matter to arbitration. In the event the local Union elects to do so, it must notify the Bureau of Human Resources of its decision in writing within thirty (30) ~~twenty-one (21)~~ calendar days of denial of the grievance at Level Two or thirty (30) ~~twenty-one (21)~~ calendar days after the close of mediation if the parties agreed to refer the grievance to Level Three.
- B. After the grievance has been referred to arbitration, the parties or their representatives shall jointly request the State Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- C. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.
- D. The City and local Union involved shall divide equally the arbitrator's fee, the cost of any hearing room and the cost of a shorthand reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them.
- E. The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the parties. The local Union involved shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and the Bureau of Human Resources/Bureau Head in good faith shall be binding on all parties.
- F. The parties shall make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings.