

PROCEDURE FOR PROCESSING GRIEVANCES

1. Definitions:

1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the provisions of this Agreement or the policies of the City as set forth in City policies or undertaken through separate legal processes. Matters for which a specific method of review is provided by law, by the rules and regulations of the City Council or by the administrative regulations and procedures of the City are not within the scope of this procedure.

1.2 A "grievant" is an employee of the City covered by the terms of this Agreement.

1.3 A "day" is any day in which City Hall of the City is open for business.

1.4 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated to adjust grievances.

1.5 A "conferee" is a person who is not a party to a grievance, who is asked by either party to serve as that party's advisor or representative.

2. Informal Level:

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

3. Formal Level:

3.1 Level I:

Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to his/her immediate supervisor. No grievance shall be entertained or processed unless it is submitted at Level I within the fifteen (15) days time limit. If a grievance is not presented within the time limit set forth above it shall be considered waived.

This statement shall be a clear, concise statement of the grievance, the specific provision of the agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

Within the specified time limits, the grievant or the immediate supervisor may request a personal conference.

The immediate supervisor shall communicate his/her decisions to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

3.2 Level II:

In the event the grievant is not satisfied with the decision at Level I, he/she must appeal the decision on the appropriate form to the Department Head within ten (10) days.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Department Head shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Department Head may request a personal conference within the above time limits. If the Department Head does not respond within the time limits, the grievant may appeal to the next level.

3.3 Level III:

If the grievant is not satisfied with the decision at Level II, he/she must, within ten (10) days, appeal the decision on the appropriate form to the Personnel Officer.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Personnel Officer shall communicate a decision to the grievant within ten (10) days. Either the grievant or the Personnel Officer may request a personal conference within the above time limits. If the Personnel Officer does not respond within the time limits, the grievant may appeal to the next level.

3.4 Level IV:

In the event that the grievant is not satisfied with the decision at Level III, he/she must appeal the decision in writing within ten (10) days to the City Manager. The City Manager alone has the power to render a final and binding determination of a grievance, subject to right of established judicial review.

General Provisions:

- a. Any party to a grievance may, at any step in the formal level, request one other person to serve as a conferee and to be present during the proceeding.
- b. A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.
- c. Time limits given in these procedures may be modified by written agreement of the parties involved.
- d. If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.
- e. Any unit member may present grievances in accordance with this Article without intervention of the Unit, so long as the adjustment is not inconsistent with the terms of this Agreement.
- f. All documents resulting from the processing of a grievance shall be kept in a separate grievance file and will not be kept in an employee's personnel file.

GRIEVANCE FORM

LEVEL _____

DATE: _____

TO: _____

FROM: _____

REASON FOR GRIEVANCE:

Employee Signature

Date Grievance Received: _____

By: _____
Signature