

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### A. Definitions:

For purposes of this Article, the terms used herein shall have the following listed definitions:

"GRIEVANCE" is defined as any complaint of a unit member, unit members, or CSEA involving the interpretation, application, or alleged violation of this Agreement.

"CONFeree" is a representative chosen by the grievant, ~~for~~ CSEA or the Superintendent for the County.

"GRIEVANT" is one or more unit members or CSEA acting on behalf of the entire unit in pursuing a grievance.

"A WORK DAY" is any day that the County Office Administrative Offices are open for business.

#### B. Grievant Identification and Determination:

If the same alleged grievance is made by more than one unit member, the grievant will determine if an individual or group grievance is filed. The names of all grievant(s) shall appear on all documents related to the filing, negotiation, and settlement of the grievance.

#### C. Pre-Grievance Informal Meeting:

1. The grievant has the right to be represented by a representative or conferee of their choosing.
2. A concern, which may become a grievance shall be raised and discussed in a private, informal conference between the parties involved before the grievance procedure is involved. The informal conference shall be held prior to the deadline for filing a formal grievance.

#### D. Formal Grievance Process

##### 1. Level One: Immediate Supervisor:

- a. A formal grievance shall be filed within forty-five (45) workdays after the unit member knew, or reasonably should have known, of the circumstances forming the basis of the alleged grievance.

- b. The grievant must present their grievance in writing to the county administrator with immediate administrative responsibilities for the position to which the complainant is assigned. This statement shall be a clear, concise statement of the grievance including the people, times, dates, and places involved, the section of the Agreement for which there is an alleged violation, the decision rendered at the private conference, and the remedy sought.
- c. Within five (5) workdays after the grievance is filed, either party shall have the right to request a personal conference in order to resolve the grievance. The conference shall be held within ten (10) workdays after the request is received. Each party may request the presence of one conferee. The administrator shall provide a written response to the grievance within ten (10) workdays after the meeting or within fifteen (15) workdays after the grievance is filed when no meeting was requested.

2. Level Two – Department Head

- a. The grievant may appeal the decision to Level Two in writing to the department head within ten (10) work days after receiving the decision of Level One or after the decision deadline if no response is given. In the event that the department head is also the immediate supervisor the grievant shall proceed to Level Three.
- b. The department head or his/her designee shall hold a conference with the grievant within ten (10) workdays after the appeal is received. The department head shall provide a written response to the grievance within ten (10) workdays after the conference.

3. Level Three –Superintendent:

- a. The grievant may appeal the decision to Level Three in writing to the Superintendent within ten (10) work days after receiving a decision at Level Two or after the decision deadline if no response is given.

- b. The Superintendent or his/her designee shall hold a conference with the grievant within ten (10) workdays after the appeal is received. Each party may request the presence of one conferee. The Superintendent shall provide a written response to the grievance within ten (10) workdays after the appeal is filed. In the event that the Superintendent does not render a decision within the ten (10) day time limit or if the grievant is not satisfied with the decision, the Association may appeal to Level Four Mediation.

4. Level Four - Mediation

- a. Within ten (10) workdays after the Association has submitted the grievance to mediation, The Association and the Superintendent shall request a mediator from the State Conciliation to assist in resolution of the grievance.
- b. The purpose of the mediation is to attempt to resolve the grievance in its entirety pursuant to the Agreement of the Association and the Superintendent. If the mediation solves the grievance, the solution shall be reduced to writing. If the mediation does not successfully resolve the dispute, the Association may, within ten (10) workdays of termination of the mediation, as determined by the mediator, submit the matter to Level Five.

5. Level Five – Grievance Hearing

- a. The parties shall attempt to agree upon an arbitrator. Should the parties be unable to agree upon an arbitrator, the parties shall submit, jointly or individually, a request to the State Mediation and Conciliation Service to supply a list of five (5) names. If the parties cannot agree upon one (1), each party shall alternatively strike names from the list until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- b. The fees and expenses of the arbitrator shall be equally shared by the Superintendent and Association. All other expenses involved in processing the grievance shall be borne by the party incurring them.
- c. The arbitrator shall not have the power to add to, subtract from or

modify any terms of this agreement.

- d. The arbitrator's decision shall be in writing and shall set forth findings of fact and his/her decision in the matter. The arbitrator shall simultaneously provide or mail copies of his/her decision to the Superintendent, the grievant(s), and the Association.
- e. The decision of the Arbitrator shall be binding and final on all parties.

E. Miscellaneous Provisions:

- 1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 2. In the grievance procedure, when it becomes necessary bargaining unit members will be granted release time.
- 3. If necessary, time limitations stipulated in this procedure may be extended by written mutual agreement of the parties. Any decision not appealed within the time limits shall be considered settled on the basis of the last decision and not subject to further appeal.