

GRIEVANCE PROCEDURE

A. Purpose

1. It is agreed that this procedure will be used by the parties in good faith for the purpose of securing equitable solutions to the problems that arise affecting the employment relationship.

2. Settlements or accommodations reached shall not affect the rights and/or obligations of any parties and shall not add to, subtract from or modify any terms of this agreement.

B. Definition

A "grievance" under this Article is a claim or allegation that there has been a breach, misinterpretation or improper application of the terms of this Agreement or any law or legally promulgated rule or regulation.

C. Presentation of a Grievance

1. Grievances shall be resolved exclusively by the procedures in this Agreement.

2. There shall be no loss of pay for employees for time spent during grievance meetings or hearings as a grievant or a witness, but such employees shall not receive overtime or compensatory time.

3. The time limits specified herein may be amended only by mutual agreement in writing. All references to days in this Article are to calendar days.

4. A grievance is initiated with the delivery of a form agreed upon by the parties to the Office of the Director. The form must be signed by the grievant or a Union Representative. A grievance shall set forth the specific nature

of the alleged breach, misinterpretation or improper application; the facts in support of the grievance; the date it is alleged to have occurred; the specific section of this agreement or any law, rule or regulation allegedly breached, misinterpreted or improperly applied; and the remedy sought.

5. The Union is entitled to information in the possession of the Employer that would be of use in the administration and enforcement of this Agreement, including the processing of grievances under this Article. Management shall provide the requested information no later than seventy-two (72) hours prior to the meeting or hearing.

6. If at any time during the grievance process the Employer does not schedule meetings or hearings or issue decisions within the time limits specified in this Article, the Union at its option, may move the grievance to the next step to the process.

D. The Grievance Resolution Procedure

1. Step One Meeting

a. Within fifteen (15) days of an occurrence giving rise to a grievance, or within fifteen (15) days of when the Union or Employee should reasonably have known of such an occurrence, a grievance may be filed by an employee or a Union Representative with the Office of the Director.

b. Within ten (10) days of the filing of the grievance, the Director or his designee, who shall be a managerial executive, will convene a meeting to discuss and seek a resolution of the grievance.

c. Within seven (7) days following the meeting, the Director or his designee shall issue a written decision sustaining or denying the grievance. All step one decisions will be served upon the Union.

2. Step Two Hearing

a. If the Union is not satisfied with the disposition of the grievance at step one, the grievance may be appealed to the Office of the Director. An appeal must be filed within ten (10) days of receipt of the step one decision.

b. The appeal of the step one decision shall identify witnesses the Union expects to present at the hearing, supplemental facts not contained in the original grievance that will be testified to at the hearing, and the anticipated time for testimony by the individual witnesses.

c. A hearing will be scheduled by the Employer within ten (10) days of the filing of the appeal. At the hearing the parties may present witnesses who shall testify to the facts and may present documents and other evidence. All witnesses are subject to cross examination. The hearing officer will be a managerial executive or an attorney.

d. Within twenty-five (25) days of the hearing, the Employer will issue a written decision sustaining or denying the grievance. All step two decisions will be served upon the union.

e. The Union may elect to bypass step two and appeal the step one decision directly to arbitration. If within ten (10) days of receipt of the step one decision, the Union neither notifies the Employer of its decision to appeal the step one decision to step two or directly to arbitration, the Union will be deemed to have abandoned its grievance. If the Union elects to bypass step two and proceeds directly to arbitration, the Union will file the required notice under 3b below, with PERC and the Employer, within thirty (30) days of its notice to bypass step one.

3. Arbitration

a. If the Union is not satisfied with the disposition of the grievance at step two, the grievance may be moved to arbitration by the Union within thirty (30) days of receipt of the step two decision.

b. Should the Union wish to move a grievance to arbitration, the Union shall notify both the Employer and the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

c. (1) Any unresolved grievance may be appealed to arbitration, except matters involving discipline, appointment, promotion, or assignment or matters within the exclusive province of the State Department of Personnel.

(2) If a grievant elects to pursue an individual complaint before a court or administrative agency of competent jurisdiction, including the Department of Personnel and the Division on Civil Rights, such an election by the grievant will be deemed an absolute waiver of the right to have the grievance heard before an arbitrator under this Article. This waiver shall be final and binding upon all parties.

(3) Where the grievance involves an alleged violation of individual rights specified in State Department of Personnel law and

rules for which a specific appeal to the Department of Personnel is available, the individual may present his/her complaint to the Department of Personnel directly.

(4) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel.

d. The arbitrator shall hear the matter and consider the evidence previously submitted to the Employer and make a decision that shall not modify, add to nor subtract from the terms of this Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing