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AMENDMENT TO CONTRACT

ARTICLE 22
 GRIEVANCE PROCEDURE

SECTION 1.

The term "grievance" shall mean an allegation by a bargaining unit employee that there had been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters not covered by this Agreement.

SECTION 2.

All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer. Where a grievance is not answered by management within the stipulated time limits, it is presumed that the grievance is to have been granted by the City in full, and the City shall immediately implement the requested remedy.

SECTION 3.

It is the mutual desire of the Employer and the F.O.P. to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

STEP ONE - CHIEF

In order for an alleged grievance to receive consideration under this procedure the grievant, with the F.O.P. representative, if the former desires, ~~must identify the alleged grievance to the~~ **shall reduce the grievance to writing and file it with the Chief** within ten (10) calendar days after the employee knew or should have known of the occurrence that gave rise to the ~~answer grievance. within ten (10) calendar days following the date on which the Chief was presented the grievance.~~ **The Chief shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief shall investigate and respond in writing to the grievance within ten (10) calendar days following the meeting date.**

STEP TWO - SAFETY-SERVICE DIRECTOR

If the grievance is not resolved in Step 1, the employee with the appropriate F.O.P. representative, if the former desires, shall ~~reduce~~ **appeal** the grievance ~~to~~ **in writing and shall to the Safety-Service Director** within ten (10) calendar days of ~~the Step 1 Response~~ **the Step 1 Response**, ~~refer the grievance to the Chief at Step 2 of the grievance procedure.~~ The

Chief Safety- Service Director shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The **Chief Safety-Service Director** shall investigate and respond in writing to the grievance within ten (10) calendar days following the meeting date.

STEP THREE - MAYOR

If the grievance is not resolved in Step 2, the employee with the appropriate F.O.P. representative, if the former desires, shall appeal the grievance in writing to the Mayor within ten (10) calendar days of the Step 2 Response. The Mayor shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Mayor shall investigate and respond in writing to the grievance within ten (10) calendar days following the meeting date.

STEP THREE FOUR ARBITRATION

If the grievance is not satisfactorily settled at Step 2, the F.O.P. may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Second Step reply.

Upon receipt of a request for arbitration, the Employer or his designee and representative of the F.O.P. shall, within fourteen (14) calendar days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on submission Agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the F.M.C.S. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the Rules and Regulations of F.M.C.S.

The Arbitrator shall limit his decisions directly to the interpretation, application or enforcement of the specific Articles in this Agreement. He shall not modify or amend this Agreement.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under previous Agreement, grievance or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the

arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer at Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the preview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

The findings of the Arbitrator will be binding on all parties. (Any cost involved in obtaining a list of Arbitrators shall be equally divided between the Employer and the F.O.P.). (All costs directly related to the service of the arbitrator shall be equally divided between the Employer and the F.O.P.).

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fee shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

SECTION 4.

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed with the Chief;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. Location where the grievance occurred;
7. A description of the incidents giving rise to the grievance;
8. Specific articles and sections of the Agreement violated;
9. Desired remedy to resolve the grievance.

A grievance may be brought by any employee covered in this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance, except that the F.O.P. may bring a contractual grievance on behalf of the employees.

SIGNATURE PAGE TO FOLLOW

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FOR THE UNION:

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