

Grievance Procedure

- 6.1 Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union.
- 6.2 The following Grievance Procedure shall be followed in resolving said disputes:
- STEP ONE: A grievance shall be submitted in writing within thirty (30) calendar days of the occurrence to the appropriate departmental supervisor. The grievance must provide a brief summary of the matter grieved and the remedy sought. Within five (5) calendar days of the filing of the grievance a union representative and designated county representative shall meet in an effort to resolve the grievance. Where no resolution is met, the Company shall provide a written response to the grievance within **ten (10)** calendar days of the filing of the grievance.
- STEP TWO: In failing to have the dispute resolved in STEP ONE, the Union may, within ten (10) calendar days of the County's written Step 1 denial, submit the grievance, in writing, to the to the appropriate Division Manager. The Division Manager or his/her designated representative and a Union representative shall meet within seven (7) calendar days of the Step 2 submission in order to review and attempt to resolve the grievance. The Company shall offer a written decision within seven (7) calendar days after such meeting. If a resolution is reached at Step 2, it will be reduced to writing and signed by both parties.
- If the parties cannot agree, the dispute may then be referred by the Union to arbitration as provided for in this Article. The Union may request arbitration by giving the Employer written notice within fourteen (14) calendar days of receipt of the written denial of the grievance at Step 2.
- 6.3 Arbitration shall be by an arbitrator selected from a panel supplied by the Federal Mediation and Conciliation Service (FMCS) (or an equivalent service if FMCS is unavailable). The arbitrator's decision shall be final and binding upon both parties. The Union shall request a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators ("NAA"). The Employer shall have the first strike and the parties shall then alternate striking arbitrator names until one is chosen. The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. The arbitrator will issue a decision with any award in writing.
- 6.4 The arbitrator shall not have the authority to add to, detract from or amend the Agreement or any agreement made supplementary hereto.
- 6.5 Any awards of back pay by the arbitrator shall be limited to the amount of wages the employee would otherwise have earned from employment with the County during the period involved less other compensation for personal services that such employee may have received from any source during that period.