

## **ARTICLE IV – GRIEVANCE PROCEDURE (Arlandria County)**

**Section 4.1 – Definition** A grievance is defined as a complaint by the Union alleging a violation, misinterpretation, or misapplication of one or more specific written provisions of this Agreement.

**Section 4.2 – Informal Resolution** Employees and their immediate supervisors are encouraged to resolve issues informally prior to filing a formal grievance. This step is not mandatory but may help expedite issue resolution.

### **Section 4.3 – Formal Grievance Procedure**

**Step 1 – Immediate Supervisor** The Union shall submit a written grievance to the employee's first-line supervisor (outside the bargaining unit) within ten (10) calendar days of the event giving rise to the grievance, or within ten (10) calendar days of when the employee knew or should have known of the event. The grievance must identify the grievant(s), factual basis, contract provisions allegedly violated, and the remedy sought. The supervisor shall respond in writing within ten (10) calendar days.

**Step 2 – Department Head** If unresolved at Step 1, the grievance may be advanced in writing to the Department Head within ten (10) calendar days of receipt (or due date) of the Step 1 response. The Department Head shall meet with the grievant and Union within ten (10) calendar days and respond in writing within ten (10) calendar days of that meeting.

**Step 3 – Human Resources Director** If unresolved, the grievance may be appealed to the County Human Resources Director within ten (10) calendar days of the Step 2 decision (or due date). The HR Director or designee shall meet with the grievant and Union within ten (10) calendar days and provide a written response within ten (10) calendar days of the meeting.

**Step 4 – HR & Labor Relations Committee** If still unresolved, the Union may appeal to the Arlandria County HR & Labor Relations Committee by submitting a written request to the HR Director within ten (10) calendar days of the Step 3 response (or due date). The Committee shall meet in closed session under Wisconsin Open Meetings Law and may hold a hearing. A written decision shall be issued within fifteen (15) calendar days of the meeting.

**Step 5 – Arbitration** If the Union is not satisfied with the Committee's decision, it may request arbitration by notifying the HR Director within twenty (20) calendar days of receipt of the Step 4 decision. The Union shall request a panel of seven (7) arbitrators from the Wisconsin Employment Relations Commission (WERC). Each party may reject one panel in its entirety. Selection shall follow an alternate striking method. The arbitrator shall fix the hearing schedule and location, subject to availability.

The arbitrator's authority is limited to interpreting the Agreement. The arbitrator may not amend, delete, or add to its terms. The decision shall address only the issue raised in the written grievance and be issued within thirty (30) calendar days of hearing closure or brief submission, unless extended by mutual agreement. The decision shall be final and binding. No award shall be retroactive beyond the Step 1 filing date.

**Section 4.4 – Costs** Arbitrator fees, court reporter expenses, and WERC costs (if any) shall be split equally. Each party bears its own costs for case preparation, witnesses, and representatives.

**Section 4.5 – Time Limits** Failure of the County to meet any timeline shall constitute a denial, and the Union may advance the grievance. Union failure to meet timelines shall waive the grievance, unless extended by mutual written agreement.

**Section 4.6 – Bypass and Expedited Review** The parties may agree in writing to skip any step. Disciplinary terminations shall begin at Step 3.

**Section 4.7 – Withdrawal and Non-Precedent Settlements** Grievances may be withdrawn or settled at any step by mutual agreement. Settlements shall not establish precedent unless expressly agreed in writing.

**Section 4.8 – Representation Time and Coordination** Grievance handling shall not unduly disrupt operations. Stewards may attend meetings during work hours with supervisor approval. The Union shall designate a grievance coordinator to serve as the primary contact for grievance matters.

**Section 4.9 – Confidentiality** Grievance records and discussions shall be treated as confidential to the extent permitted by law.

**Section 4.10 – Scope and Grievability Limits** This procedure applies only to alleged violations of specific contract terms. Matters reserved to management discretion or otherwise excluded by law are not grievable, except to the extent that the impact on wages, hours, or conditions of employment is explicitly addressed in this Agreement.