

Tentative Agreement on Grievance Procedure

**Art. XIX Grievance and Appeal Procedure**

[Note: Change all Steps to Arabic Numerals (e.g., "Step 1" instead of "Step I")]

Section 1 - General Provisions.

The City and the Union recognize that early settlement of grievance or appeal of disciplinary actions is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or appeal of disciplinary action, or Union grievances as provided for below. In presenting a grievance or appeal of disciplinary action, the aggrieved and/or ~~his or her~~ their representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal. Release time for investigation and processing a grievance or appeal of disciplinary action is designated in Article IV of this Memorandum of Agreement (MOA).

Section 2 — Definitions.

- a) Grievance means an unresolved complaint or dispute regarding the application or interpretation of rules, regulations, policies, procedures, this MOA, Memorandum of Agreement or City ordinances of resolution, relating to terms or conditions of employment, wages or fringe benefits, excluding however those provisions of this MOA which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance or appeal of disciplinary action procedure.
- b) Appeal of a disciplinary action means an appeal of any kind of disciplinary action against an employee covered by this Memorandum of Agreement. Discipline is defined as suspensions without pay, reductions in pay, demotion, or discharge. Reprimands, transfers, reassignments, layoffs, and negative comments in performance evaluations are not ~~considered~~ discipline.

Section 3 - Conduct of Grievance Procedure or Appeal of Disciplinary Action Procedure.

- a) An aggrieved employee may be represented by the Union or may represent ~~himself/herself~~ themselves in preparing and presenting a grievance or appeal of disciplinary action at any level of review, except arbitration. Grievances ~~or appeal of disciplinary action~~ may

also be presented by a group of employees. No grievance or appeal of disciplinary action settlement may be made in violation of an existing merit rule or memorandum of agreement. The Union will be notified prior to the implementation of any settlement made which affects the rights or conditions of other employees represented by the Union. The Union and the Steward will be copied on all written representation unit grievance or appeal of disciplinary action decisions.

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Section 4 - Grievance and Appeal Procedure.

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**Step 4 IV.** If the grievance or appeal of disciplinary action is not resolved at **Step 3** ~~Step III~~, the union may appeal aggrieved employee may choose between final and binding resolution of the grievance or appeal of disciplinary action to final and binding arbitration by filing the appeal through appeal to the City Manager or through appeal to final and binding arbitration. ~~For the term of this Memorandum of Agreement,~~

Appeals to final and binding arbitration may be processed only with Union approval. ~~All Step IV appeals must be filed~~ in writing at the Human Resources Department within fifteen (15) working days of receipt of the Human Resource Director's decision at Step 3.

~~If the grievant or appellant elects final and binding resolution by the City Manager, the City Manager will choose the methods he or she considers appropriate to review and settle the grievance or appeal of disciplinary action. The City Manager shall render a written decision to all parties directly involved within fifteen (15) working days after receiving the grievant/appellant's appeal.~~

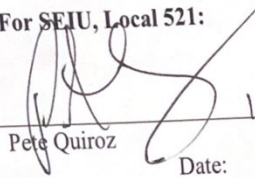
If the Union grievant/appellant elects final and binding arbitration in accordance with this provision, the parties shall mutually select an arbitrator within ~~90~~ sixty (60) days from the date of receipt of the written request for appeal. In the event the parties cannot agree on an arbitrator, they shall mutually request a panel of five arbitrators from the California State Conciliation Service or from the American Arbitration Association if either party objects to the State Conciliation Service, and select an arbitrator by the alternate strike method.

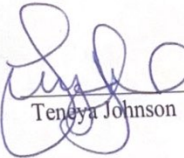
The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Memorandum of Agreement and ~~such~~ Merit System Rules, regulations, policies, procedures, City ordinances, resolutions relating to terms or conditions of employment, wages or fringe benefits, as may hereafter be in effect in the City insofar as may be necessary to the determination of grievances or appeal of disciplinary action appealed to the

City of Palo Alto/SEIU, Local 521 Negotiations | 2024


arbitrator. The arbitrator shall be without power to make any decision contrary to, or inconsistent with or modifying in any way, the terms of this Memorandum Of Agreement. The arbitrator shall be without authority to require the City to delegate or relinquish any powers which by State law or City Charter the City cannot delegate or relinquish. Where either party seeks arbitration of a grievance and the other party claims the matter is not subject to the arbitration provisions of this Memorandum of Agreement, the issue of arbitrability shall first be decided by the arbitrator using the standards and criteria set forth herein in Article XX and without regard to the merits of the grievance or appeal of disciplinary action. If the issue is held to be arbitrable, the arbitration proceedings will be recessed for up to five (5) working days during which the parties shall attempt to resolve the grievance. If no resolution is reached, the arbitrator will resume the hearing and hear and resolve the issue on the merits. Copies of the arbitrator's decision shall be submitted to the City, the aggrieved employee and the Union. All direct costs emanating from the arbitration procedure shall be shared equally by the City and ~~the aggrieved employee or the Union.~~

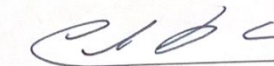
For SEIU, Local 521:

  
Pete Quiroz Date: 11/25/24

  
Teneya Johnson Date: 11/25/24

For the City of Palo Alto:

  
Ben Farnsworth Date: 11/25/24

  
Charles Sakai Date: 11/25/24