

Proposal made by IFPTE Local 21 to the City of San Jose

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Submitted on: 02/12/2026 @ _____

FOR AEA, AMSP, and CAMP

AEA - ARTICLE 18 GRIEVANCE PROCEDURE

AMSP & CAMP – ARTICLE [XX] GRIEVANCE PROCEDURE

18.1 A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement or divisional, departmental or City rules, policies or procedures subject to the scope of bargaining as set forth in Section [XX] of this Agreement. Any dispute between the City and an employee, or, where provided, the appropriate representative of the Union, regarding the interpretation or application of the written Memorandum of Agreement, or the interpretation or application of the Employer/Employee Resolution No. 3936, as amended, shall be considered a grievance. A grievance may be initiated only by the employee directly affected except as otherwise provided herein. filed by an employee on their own behalf or by their designated representative(s). Where the dispute directly affects a significantly large group of employees in the representation unit, the Union representative may file a grievance on behalf of such employee(s).

18.2 Grievances involving the interpretation or application of Resolution No. 39367, as amended, shall be filed in writing with the Municipal Employee Relations Officer and shall be processed in accordance with applicable provisions of the Resolution.

18.2.1 Alternative to the Grievance Procedure. As an alternative to the formal grievance procedure, the Union and Employee Relations may, through mutual agreement, meet and attempt to resolve on an informal basis, problems which arise involving contract interpretation, Civil Service rules, or other matters affecting the relationship between the Union and the City.

18.2.2 The Office of Employee Relations and the Union may review an issue on an ad hoc basis on its merits and its relationship to the contract. The result of these discussions may be:

1. To create a side agreement for immediate implementation.
2. To continue the current practice for discussions during the next contract period.

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[3. To change practice to conform to the contract language.](#)

[4. To maintain the status quo.](#)

[If the issue cannot be resolved through this process, the Union maintains the option to proceed through the appropriate grievance procedure.](#)

18.3 Grievances involving the interpretation or application of this Agreement shall be processed in accordance with the procedures set forth in this Article.

18.3.1 STEP I

18.3.1.1 An employee may present the grievance orally either directly or through the Union representative to the immediate supervisor. The grievance must be presented within ten (10) ~~thirty (30)~~ working days ~~following the event or events on which the grievance is based:~~ [from the date of occurrence of the act or the date the grievant or Union might reasonably have been expected to have learned of the alleged violation being grieved.](#) The immediate supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within ten (10) working days after receiving the oral grievance, the immediate supervisor shall give the employee an oral reply.

18.3.1.2 If the employee is not satisfied with the reply of their immediate supervisor, they may appeal the grievance to Step II.

18.3.2 STEP II

18.3.2.1 If the employee desires to appeal the grievance to Step II, the grievance shall be reduced to writing and presented to the Department Director or their designated representative, within ~~five (5)~~ [fifteen \(15\)](#) working days following the receipt of the immediate supervisor's oral reply.

18.3.2.2 To ensure clear communication and assist in resolving the grievance, the written grievance shall contain the following information:

- A clear statement of the problem
- The alleged facts upon which the grievance is based

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- The section of the MOA claimed to have been violated and the specific violation claimed
- The remedy requested by the grievant
- ~~The grievance shall be signed and dated by the employee~~

18.3.2.3 The Department Director, or their designated representative, may arrange a meeting between themselves, the employee, the appropriate Union representative, and the immediate supervisor to attempt to resolve the grievance. In any event, the Department Director, or their designated representative, shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to Step II.

18.3.2.4 If the employee is not satisfied with the decision, they may appeal the grievance to Step III.

18.3.3 STEP III

18.3.3.1 If the employee desires to appeal the grievance to Step III, the employee shall indicate in writing the reason for the appeal and present it along with the original written grievance to the Municipal Employee Relations Officer, or their designee, within ~~five (5)~~ ~~fifteen (15)~~ -working days following receipt of the written decision at Step II.

18.3.3.2 Within fifteen (15) working days after receipt of the appeal to Step III, the Municipal Employee Relations Officer, or their designee, shall ~~not schedule~~ a meeting with the employee, the appropriate Union representative, and the Department Director or their designated representative to discuss the matter. A written decision shall be given to the employee or the appropriate Union representative within ten (10) working days following the meeting.

18.3.3.3 If the decision of the Municipal Employee Relations Officer, or their designee, is unsatisfactory, the appropriate Union representative may appeal the grievance to Step IV- Arbitration.

18.3.4 STEP IV - ARBITRATION

18.3.4.1 If the grievance has been properly processed through the previous steps of the procedure and is not resolved, the appropriate Union representative may appeal the grievance to Arbitration. The appropriate Union representative shall notify the Municipal

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Employee Relations Officer, or their designee in writing, within ~~ten (10)~~ fifteen (15) working days following receipt by the employee of the written answer at Step III.

18.3.4.2 Within ~~fourteen (14)~~ fifteen (15) working days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Municipal Employee Relations Officer, or their designee, with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. The employee may also be permitted to attend. If the parties are unable to agree upon the issue or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator. At the beginning of the hearing referred to herein, the arbitrator shall determine what the issue, or issues, is.

18.3.4.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.

18.3.4.4 Within ten (10) working days following receipt of the above referenced list, the parties shall ~~complete the arbitration selection process~~ meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

18.3.4.5 The parties shall hold a discussion at least ten (10) working days prior to the arbitration hearing date to narrow issues for arbitration, determine possible stipulations and exchange documents intended for use at the hearing. The parties shall contact the selected arbitrator within ten (10) working days in order to schedule the arbitration hearing at the earliest mutually convenient date.

18.3.4.6 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator, if the parties have not mutually agreed upon the issue, or issues, and render a written decision and reasons for the decision as soon after the hearing

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as possible. The decision shall be binding on both parties, and shall be limited to the issue, or issues, involved.

18.3.4.7 The decision shall be sent to the Municipal Employee Relations Officer, or their designee, and to the employee or appropriate representative of the Union.

18.3.4.8 Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration procedure and shall contribute equally to the fee and expenses of the arbitrator. The arbitrator's fee shall be determined in advance of the hearing. Court reporter fees are also shared equally among the parties.

18.3.4.9 The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement, except that in the event it is a dispute concerning the arbitrability of the grievance, the arbitrator shall have the authority to rule on the issue of arbitrability, to wit: Whether or not the grievance involved an interpretation of the Agreement. However, the arbitrator will have no authority to rule on the issue of whether or not the grievance is a matter that is within the scope of representation, as defined under the Meyers-Milias-Brown Act.

18.3.4.10 [Time limits may be extended by written mutual agreement of the parties.](#)

18.3.5 General Provisions

18.3.5.1 Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, either the employee, except for appeals to Step IV, or the appropriate Union representative may appeal the grievance to the next higher step within the time limits provided.

18.3.5.2 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation until the provisions of this Article, including arbitration, have been utilized.

18.3.5.3 Working days as used in this Article shall be defined as the Monday thru Friday regularly scheduled working days of the employee or appropriate Union

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representative filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the City responsible for replying to the grievance.

18.3.5.4 If an employee desires to file a grievance involving separation from City employment pursuant to the application of Section 8.11, Leaves of Absence, the employee shall file the grievance in writing at Step II within ten (10) calendar days following the date of separation.

18.3.5.5 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Any of the time limits specified in Steps I through IV may be extended by written mutual agreement of the parties.