

CLINTONVILLE PUBLIC LIBRARY  
GRIEVANCE PROCEDURE  
Date of Approval: 15 September 2011

**Definitions:**

1. A grievance shall mean a dispute regarding the application of Library or City of Clintonville policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:
  - A. the name and position of the grievant;
  - B. a clear and concise statement of the grievance;
  - C. the issue involved;
  - D. the relief sought;
  - E. the date the incident or alleged violation took place;
  - F. the specific provision of the Employee Handbook/City Policy or workplace safety rule alleged to have been violated; and
  - G. the signature of the grievant and the date.
  
1. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee is scheduled to work. The time limits within which an action is to be taken under this Grievance Procedure shall be computed by excluding the first day and including the last day.
  
2. A "grievant" is an employee as defined by state statutes governing this Grievance Procedure. At the grievant's cost and request, he/she may be represented by a person of his/her choice.
  
3. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or Library or City Policy related to: safety of the physical work environment, safe operation of workplace equipment and tools, provision of protective equipment; training and warning requirements; workplace violence; and accident risk.
  
4. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion.

Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.

5. "Termination" means discharge from employment. Layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

## **Procedures:**

### Step 1

Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known, the employee shall present the written grievance to the Library Director. The Library Director shall provide a written answer within ten (10) days of receipt of the grievance, with a copy to the City Administrator.

An employee who has been notified of termination may process the grievance commencing at Step 3.

### Step 2

If the grievance is not satisfactorily resolved at Step 1, the grievance may be submitted to the City Administrator within five (5) days after the grievant receives the Step 1 response. After receipt of the written grievance, the City Administrator, or his/her designated representative, will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the City Administrator shall respond to the grievance in writing. The City Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this Grievance Procedure and otherwise properly processed as required by this Grievance Procedure. If the City Administrator is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.

### Step 3

If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed within ten (10) days after the grievant receives the Step 2 response. The grievant shall submit a written statement specifically describing the reason(s) for the appeal. If the decision at Step 2 is based, in whole or in part, on the basis of timeliness, scope of this Grievance Procedure or other failure of the grievant to properly follow this Grievance Procedure, the matter shall be referred to the Library Board who shall determine whether the matter should be processed further. If the Step 2 decision addresses only the merits of the grievance, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the City Administrator. Any costs incurred by the IHO will be paid by the City. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the City shall have

the burden. In workplace safety cases, the employee shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the Employee Handbook/City Policy or rule that forms the basis for the grievance.

#### Step 4

Either party may appeal an adverse determination at Step 3 to the Library Board, by filing written notice to the Library Director within ten (10) days of receipt of the decision of the IHO. The Library Board shall within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The review will be conducted by the Library Board during a closed session meeting unless an open session is requested by the employee. The Library Board may make its decision based on the written decision of the IHO or the Library Board may examine any records, evidence and testimony produced at the hearing before the IHO. A majority vote of those members of the Library Board present shall decide the appeal within twenty (20) days following the last session scheduled for review. The Library Board will issue a final written decision which shall be binding on all parties.

#### **Timelines:**

Failure to process a grievance by the grievant within the time limits, or agreed upon extensions, shall constitute waiver of the grievance and the grievance will be considered dismissed and resolved on the basis of the Library or City's last answer. Failure of a Library or City representative to meet the time limits applicable to responding to the grievance shall constitute a denial of the grievance and applicable time limits for advancing the grievance shall apply. To encourage that grievances are addressed in a prompt manner the time limits set by this Grievance Procedure are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of all parties.

#### **Exclusive Remedy:**

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this Grievance Procedure shall prevent any employee from addressing concerns regarding matters not subject to the Grievance Procedure with administration and employees are encouraged to do so. Matters not subject to the Grievance Procedure that are raised by employees shall be considered by Library or City representatives who have final authority, subject to any applicable Library or City policy or directive, to resolve the matter.