

ARTICLE 12. Grievance Procedure

SECTION 1. Grievances or disputes that may arise, including the interpretation of this Agreement, or as a result of the adoption of rules and regulations provided in Article 11, shall be settled in the following manner.

SECTION 2. The UNION may form a grievance committee that shall, from time to time, acquaint itself with grievances submitted to it by any firefighter governed by this Agreement. Such committee may, in the event it deems a grievance meritorious, refer the grievance to the Fire Chief, in accordance with the procedure provided in Section 3, for the purpose of correcting, rectifying and adjusting the grievance. In addition, the committee may submit grievances in all cases regarding the interpretation and application of this Agreement.

SECTION 3. The procedure for adjudicating grievances is as follows:

Step 1. The employee and/or the grievance committee shall discuss the grievance with the Deputy Fire Chief within forty-five (45) calendar days from the occurrence thereof or the employee's knowledge thereof. The Deputy Fire Chief shall respond to the grievance no later than fifteen (15) business days after the grievance was brought to his attention.

Step 2. If the grievance remains unresolved, it must be stated in writing and presented to the Fire Chief no later than five (5) business days after the Deputy Fire Chief response, and the Fire Chief shall set a time and place for hearing the grievance presented by the representatives of the grievance committee, with or without the presence of the complaining employee, within five (5) business days after such grievance has been referred to the Fire Chief; but, in the event the Fire Chief is out of the city or away from duty at the time the grievance is referred to his/her office, then the Fire Chief shall, within five (5) business days following return to the city and/or assuming work duty, establish a time and place for hearing the grievance, with or without the presence of the complaining employee, as presented by the representatives of the grievance committee.

A.

The Fire Chief shall render a decision within five (5) business days after

hearing the grievance as presented, but if the Fire Chief has not rendered a decision within said five (5) business days, the grievance will be deemed as a matter of law to have been rejected.

B. The committee may appeal the Fire Chief's decision to the city council

within five (5) business days, which must render a decision to be determined on an administrative basis within three (3) weeks after written notice of appeal has been filed with the council. The council may also take further testimony or make further inquiry as it deems proper. The decision of the Council shall be served on the appellant by mailing a copy to Local No. 710, at P.O. Box 2064, Coeur d'Alene, certified mail return receipt requested, or by personal service on an officer of Local No. 710.

C. The Council and Committee may agree to mediation prior to arbitration.

If the parties agree to mediation, time limits shall be stayed until at least one party advises the other that mediation has not been successful.

Step 3. The committee may appeal the council's decision to an arbitrator whose functions and procedure for appointment are as follows:

A. The appeal of the council's decision must be filed with the city clerk within five (5) business days from the date of the council's decision.

B. At the time of filing its notice of appeal, an arbitrator may be selected

by mutual agreement of the CITY and the UNION. The arbitrator shall not be a member of the bargaining unit or an elected official or employee of CITY.

C. If the parties cannot agree on an arbitrator, the parties shall, within twenty (20) working days of the filing of the notice of arbitration, send a joint written request to the American Arbitration Association for a list of five (5) arbitrators from which the parties shall select an arbitrator to hear and determine the grievance. The method of selection shall be by alternate striking of names on the list until only one (1) name remains. The one (1) remaining shall be the selected

arbitrator. The party who strikes the first name shall be determined by the flip of a coin. Each party may, only once, strike the entire list and request a new list from the American Arbitration Association. Written notice of the appointment of the selected arbitrator shall be signed by both parties and mailed to said arbitrator within five (5) working days after selection.

- D. Upon the appointment of the selected arbitrator, as hereinabove provided, said arbitrator shall hold an arbitration hearing at the time and place selected by the arbitrator, but such hearing must be held within three (3) weeks from the date of the selection of the arbitrator, and the notification thereof. At the hearing, the laws of evidence of the state of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7, Chapter 9 of the Idaho Code, and the terms and conditions of this Agreement. The arbitration may be continued by the arbitrator at the request of a party and upon a showing of good cause.

Step 4. The award of the arbitrator shall be binding upon the parties hereto and the award may be entered upon the records of any court having jurisdiction, except that each party shall retain the right to appeal as provided in the provisions of Title 7, Chapter 9, Idaho Code. Costs of arbitration, including the arbitrator's fee, shall be borne equally by the CITY and the UNION.