

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. Definitions.

- a. Grievance: A grievance is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement.

- b. Grievant: A grievant is the person, persons, or the Union making the claim.

- c. Party in interest: The party in interest is either the person or persons making the claim or the persons against whom the claim is made.

Section 2. Purpose. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The District and the Union agree that all employees shall have the unqualified right to file grievances and neither the Union nor the District may take any action against any employee as a result of the employee's exercise of that right.

Section 3. Procedure

- a. Time Limits: These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended only by written mutual consent of the parties involved at any level of the procedure. Days shall mean those days (normally Monday through Friday and excluding legal holidays) when the District office is open for business. Regardless of the day it is received, a grievance filing or response will be considered timely if postmarked one or more days prior to the last day allowed for its filing or response.

b. Representation: Any grievant may be represented in all stages of the grievance procedure by ~~himself/herself~~ **themselves** or by the Union. When an employee is not represented by the Union, the Union shall have the right to be present to state its views at all stages of the grievance procedure.

c. Financial Responsibility: Each party shall pay ~~any and~~ all costs incurred by said party. Arbitration costs shall be borne equally by both parties.

d. Resolution of Grievances: A grievance shall be considered resolved if: (a) the grievant(s) receives a satisfactory resolution to the grievance, or (b) the grievant(s) chooses to withdraw the grievance in writing, or (c) the grievant(s) fails to appeal the grievance to the next level within the number of days allotted at that level. The parties may mutually agree in writing to the initial filing of a grievance at Level Two or Three.

e. Written Decision: Decisions rendered at Level One which are unsatisfactory to the grievant(s) and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Union.

f. Statutory Appeal: Nothing in this article shall be construed as interfering with an employee's statutory right to appeal ~~a~~ dismissal or demotion to the Board in accordance with ORS 332.544.

Section 4. Levels of Grievance. The parties may mutually agree to file a grievance at any Level of the grievance procedure in the event the Level One respondent does not have the authority to remedy or adjust the grievance.

Level One:

An employee with a grievance shall present the grievance to ~~his/her~~ **their** immediate supervisor in writing on the established grievance form (Appendix D) within ten (10) days after the grievance becomes known to the aggrieved party. At that time, the grievant shall explain the nature of the grievance, the article(s) allegedly violated, against whom it is leveled, and what the grievant would consider an equitable solution to the grievance. From the date of the grievant's

initial presentation of grievance, the immediate supervisor shall have five (5) days to respond to the grievance.

Level Two:

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance at Level One, the grievant may file the grievance with the Superintendent/designee within five (5) days after the decision at Level One was received or within ten (10) days after the grievance was presented at Level One, whichever is sooner.

Level Three - Arbitration:

a. If the Union is not satisfied with the disposition of the grievance at the prior step, it shall have the right to submit the grievance to binding arbitration by forwarding notice of intent to arbitrate the grievance to the Superintendent's/designee's office not less than five (5) days after receipt of the decision at the prior step.

b. Within ten (10) days after such written notice of submission to arbitration, the District and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall, thereafter, obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period or to subsequently obtain a commitment to serve from the selected arbitrator, a request for a list of seven (7) arbitrators may be made to the Employment Relations Board by either party. Upon receipt of the list of arbitrators, the Union and the District shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by lot.

c. The arbitrator so selected shall confer with the representative of the Board and the Union and hold hearings promptly and shall be requested to issue **his/her their** decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date written closing briefs are submitted to **him/her them**. The arbitrator's decision shall be in writing and shall set forth **his/her their** findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall further be without power to add to, delete from, or otherwise modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

