

## Article 14 – Grievance Procedure

### 14.1 Definitions:

1. Grievance: ~~A grievance shall be an allegation by an employee, or group of employees, or the Association that the District has violated a provision of this Agreement. A grievance is a claim of an alleged violation of this Agreement~~
2. Grievant: ~~The grievant is the person, persons, or Association making the claim. A grievant shall mean an employee subject to this Agreement, a group of employees subject to this Agreement, the Association, as applicable, presenting a grievance.~~
3. Days: The term “days” as used in this Article 14 shall mean District business calendar days except where otherwise indicated.

### 14.2 PURPOSE

1. 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 related to the interpretation and application of the provisions of this Agreement.
2. Nothing contained herein will be construed as limiting the right of the aggrieved party to discuss and attempt to resolve the matter informally with the responding party. In addition, nothing contained herein will be construed as limiting the right of any employee or group of employee or group of employees having grievance, to discuss and attempt to resolve the matter informally with any appropriate member of administration, and to have the informal grievance adjusted ~~without intervention by the Association~~, providing that the adjustment is not inconsistent with the terms of this Agreement, ~~that the OSEA Field Representative/Association shall be given the opportunity to be present at any grievance meeting above level one such adjustment and state its views on any grievance adjustment above level one.~~

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### 14.3 1. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

### 2. Year End Grievance:

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year which could result in irreparable harm to a party of interest, the time limits set forth herein may be reduced by mutual written agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One: Informal

The aggrieved party ~~may~~will first discuss the grievance with the responding party with the objective of resolving the matter informally. The grievance must be presented within sixty (60) calendar days

of the occurrence of the alleged violation, or within sixty (60) calendar days following the grievant's first knowledge of the cause, whichever is later. Failure by the aggrieved party to present the grievance to the responding party within said time frame shall deem such grievance waived.

#### 4. Level Two: Formal

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered by the responding party within ten (10) days after presentation of the grievance at level one, the grievant may file with the responding party a formal written grievance. Such formal written grievance shall include the nature of such alleged violation, the date(s) the alleged violation occurred, the ~~specific~~ provision(s) of the Agreement alleged to have been violated, and the proposed remedy. Within ten (10) days after receipt of the written grievance the responding party will meet with the grievant ~~and/or~~ a representative of the District ~~and of~~ Association, as appropriate, in an effort to resolve the grievance. The filing at this level must be within ten (10) days of the level one meeting or within ten (10) days of the date of the responding party's disposition, whichever is soonest. If the grievance procedure is initiated at Level Two, the grievance must be presented within sixty (60) calendar days of the occurrence of the alleged violation or within sixty (60) calendar days of the grievant's first knowledge of the cause, whichever is later.

#### 5. Level Three

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) days after presentation of the grievance to the responding party at level two, the aggrieved party may refer the grievance to the Superintendent of the District ~~and/or~~ the ~~OSEA Field Representative~~ ~~chapter president~~ or designee, as applicable. This referral shall be made within ten (10) days after the hearing at level two or within ten (10) days of the date of the responding party's disposition, or within ten (10) days from the date such disposition was due, whichever is soonest. Within ten (10) days after receipt of the grievance, the responding party ~~iesy~~ will meet with the grievant, ~~and if the grievant so desires with a representative of the Association or District, as applicable, in an effort to resolve the grievance.~~

#### 6. Level Four: SOESD Board:

Within ten (10) days, if the grievant is not satisfied with the disposition of their grievance at Level Two, they may file their appeal with the School Board. The School Board may hear the appeal and render its decision within ten (10) days after hearing the appeal. The parties may mutually agree to appeal a Level Three decision directly to Arbitration.

#### 7. Level Five: Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within ten (10) days from the date of the level three meeting, the grievance may be advanced to final and binding arbitration. Such notice shall be from the ~~OSEA Field Representative~~ ~~chapter president~~ or designee or the District Superintendent, or designee, as applicable and shall be within thirty calendar (30) days after the receipt of the responding party's level three. If any question arises as to whether a particular dispute

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is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute.

- b. Within ten (10) working days after notice of submission to arbitration, either party may request arbitration from the Employment Relations Board of the State of Oregon. The parties shall select the arbitrator from the list of seven (7) provided by ERB.
- c. The Arbitrator selected will confer with the representatives of the Superintendent and the Association, hold a hearing promptly, and will issue their decision not later than thirty (30) working days from the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and when proofs are submitted to them. The Arbitrator's decision will be in writing and will set forth their finding of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall restrict their findings to the meaning, interpretation, and application of this Agreement and shall have no power to modify, delete, add or subtract from it. The decision of the Arbitrator will be submitted to the parties and will be final and binding upon the parties.
- d. The cost for the services of the Arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be borne equally by the parties. Costs of witnesses will be borne by the party incurring those costs.

14.4 Starting at level two through Arbitration, all grievances shall be presented and answered in writing. Failure by the grievant to forward a grievance in writing within time limits, except when mutually extended, shall constitute a waiver of the grievance. Failure by the responding party to answer a grievance in writing within the time limits, except when mutually extended, shall constitute a denial of the claim and will allow the grievant to proceed to the next step of the procedure, regardless of the nature of the grievance.

#### 14.5 RIGHTS TO REPRESENTATION

1. The grievant shall have the right to union representation at all levels of the grievance procedure. The grievant shall be offered Association representation at all levels of the grievance procedure above Level One. In the event the grievant declines Association representation, the Association shall be informed by the grievant. The District shall notify the grievant and the Association of all grievance meetings above Level One. The Association shall be allowed attendance to ensure the integrity of this Agreement and that any settlement to a formal grievance is not inconsistent with the express terms of this Agreement. No grievance shall be pursued to binding arbitration except by the Association. The Association shall not be required to pursue any grievance which, in its sole determination, lacks merit. Any grievant or group may be represented at all stages of the grievance procedure by themselves, or at their option, by a representative selected or approved by the Association or themselves.
2. No reprisals of any kind shall be taken by the District, the Association or its members, or against any person involved in the grievance.

#### 14.6 MISCELLANEOUS

- ~~1. If a grievance affects a group of classified employees, is presented by the Association against the District, or by the District against the Association, the processing of such grievance shall be commenced at level three.~~
- 2.1. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- ~~3. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.~~
- ~~4. Any aggrieved party will be required to exhaust the grievance procedure set forth in this Article, including Arbitration.~~
- ~~5. For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and Fair Dismissal proceedings, the Board shall permit an employee access to and the right to inspect and acquire copies of their personnel file and any other files or records of the Board which pertain to the employee only or any issue in the proceeding in question. A representative of the Association may accompany and assist the employee in this regard. Confidential letters of reference secured from sources outside the school system will be excluded from the materials available for the employee's inspection.~~
- ~~6. This Article does not apply to the actions taken pursuant to Article 13, Discipline and Discharge, for which the sole remedy shall be as provided in that article.~~
- ~~7. Election of Remedies  
Taking a grievance to arbitration constitutes an election of remedy and is a waiver to any and all rights of the parties to litigate or otherwise contest the aggrieved subject matter in any court proceeding, provided such subject matter was within the arbitrator's authority.~~