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August 19, 2014

**Article 20 - Grievance Procedure/Contract Maintenance**

**A. Definitions**

1. Grievance—A “grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement.
2. Aggrieved Person—An “aggrieved person” is the person or persons or the Association making the claim.
3. Party-in-Interest—A “party-in-interest” is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Representation - A grievant shall be entitled to an Association representative at each stage of the grievance procedure. With prior agreement from the District a grievant may include a non-Association representative

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**B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. The Association and District shall meet on an established, regular basis to review contractual concerns of the Association or the District. It shall be the responsibility of the Association to have initially investigated any concern brought to them as to its accuracy and to provide the District with all pertinent information.

**C. Procedures**

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. However, the calendar for time limits shall not begin as long as the Association and District are discussing the matter. The time limits specified will begin after five (5)

grievance in writing with the superintendent, with a copy to the Association within five (5) work days after the decision at Level One, or ten (10) work days after the grievance was presented, whichever is sooner.

- b. After five (5) work days, but within ten (10) work days after the superintendent receives the written grievance, s/he will meet with the aggrieved person and, if so desired, the Association representative selected by aggrieved in an effort to resolve it. A decision, in writing, will be forwarded to all parties within five (5) work days following the meeting.

5. Level Three—School Board

If the decision recommended by the superintendent does not resolve the problem, the employee has the right to appeal to the Board, through the superintendent's office, within five (5) work days of receipt of the superintendent's decision. The problem will be discussed informally at the next regularly scheduled Board meeting which occurs at least five (5) work days after the superintendent has received the employee's appeal, in an executive session of the Board, except where prohibited by Oregon State Statute, with the employee, his/her Association representative and the superintendent.

Within five (5) work days following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) work days following the regular Board meeting, the grievance may proceed to Level Four. However, the Board retains the prerogative to decline the right to review the superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four.

6. Level Four—Arbitration

Grievances not settled in Level Three of this grievance procedure may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made to the superintendent by the Association within ten (10) work days of receipt of his/her answer in Level Three.
- b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) work days of the appeal, request

All employee concerns outside the contractual definition shall be handled through the established complaint procedure as per District policy. The District and Association may agree to discuss such concerns informally and to resolve such issues. Beyond this, the terms of Article 20 shall not apply.