

## **Article 12**

### **Grievance Procedure**

#### **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. Grievant—A "grievant" 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.

#### **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.

#### **C. Procedure**

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. Time limits may be extended by mutual written agreement, or for as long as qualifying discussions are occurring.

Either party may determine that the informal discussions have reached an impasse, at which time they will notify the other party in writing. Time limits will then begin on the next work day.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth herein shall be reduced 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—Principal or Immediate Supervisor

- a. The Grievant shall first discuss it with his/her principal or immediate supervisor (with the presence of a designated Association representative, if requested), with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or the immediate supervisor. If the employee does not submit his/her grievance to the principal or immediate supervisor in writing within twenty (20) school days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The Grievant may be accompanied and represented by an ~~individual~~ designated Association representative of his/her choice when presenting the written grievance.

The principal or immediate supervisor shall reply in writing to the Grievant within five (5) school days after receipt of the written grievance. The Association president shall receive a copy of that response.

4. Level Two—Superintendent

- a. If the Grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance s/he may file the grievance in writing with the Superintendent, with a copy to the Association, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner.
- b. After five (5) days, but within ten (10) school days after the Superintendent receives the written grievance, s/he will provide the Grievant and, if so desired, his/her representative and the Director of Human Resources an opportunity to present evidence regarding the grievance. A decision, in writing, will be forwarded to all parties within five (5) days following the meeting.

5. Level Three—School Board

If the decision recommended by the Superintendent does not resolve the problem, the Grievant has the right of appeal to the Board, through the Superintendent's office, within five (5) days of receipt of the Superintendent's decision. The Board will provide the Grievant and, if so desired, his/her designated Association representative and a district representative an opportunity to present evidence regarding the grievance. The appeal shall be heard at the next regularly scheduled Board meeting which occurs at least five (5) days after the Superintendent has received the Grievant's appeal, in executive session of the Board except where prohibited by Oregon State Statute. Within five (5) 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) 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 by the Association to arbitration provided:

- a. Written notice of a request for arbitration is made to the Superintendent within ten (10) school days of receipt of the Board's 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) school days of the appeal, request the Employment Relations Board (ERB) to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the Grievant, the Association, and the District. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. Hearing procedures shall follow AAA rules unless herein designated otherwise.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring them.

**D. Rights of Employees of Representation**

Employee and Association—Any Grievant may be represented at all stages of the grievance procedure by himself/herself, and/or, at his/her option, a designated Association representative. Commencing at Level Two of the grievance procedure, the Association shall have the right to be present and to state its views.

**E. Group Grievance**

Group Grievance—If, in the judgment of the Association, a grievance affects a group or class of employees at more than one site, the Association may submit such grievance in writing directly to the Human Resource Director. If, in the judgment of the Association, a grievance affects a group or class of employees at one site, the Association may submit such grievance directly to the principal. These submissions shall be considered the level one grievance submission and shall follow all timelines outlined in level one (C,3,b).

This provision shall be utilized only when the allegations involve the same contractual provision and the same alleged violation.

**F. 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. If the grievance is based upon information in the personnel file, such information will remain in the file unless found to be invalid by the grievance procedure.

**G. Failure to Meet Timelines**

Failure by the District at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the Grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

**H. Other Concerns**

All concerns, outside of the contractual definition, may proceed through Level Three and end there.