

ARTICLE TEN – GRIEVANCE PROCEDURE

- 10.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement. This Agreement shall modify or replace policies, rules, regulations, or practices of the College which shall be contrary to the terms of this Agreement.
- 10.2 Grievances will be processed in the following manner and within the stated time limits. Grievances must have occurred within the past twenty (20) days or the Union must have had knowledge of them, or should reasonably have had knowledge of them, for no longer than the past twenty (20) days to be eligible for processing.
- 10.3 General
- 10.3.1 Any or all time limits specified in the grievance procedure may be waived or extended by mutual consent of the Union and the College. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the College to submit a written reply within the specified time at any step shall permit the grievant to proceed to the next step.
- 10.3.2 A grievance may be initiated by the Union at Step 3 of the procedure if it involves an alleged violation of Union rights (i.e., Union security) or is a "class action" involving employees in several departments (e.g., personnel files or insurance eligibility). In such case, the grievance shall identify the category of affected employees so as to allow specific identification of each employee.
- 10.3.3 A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.
- 10.3.4 For the purposes of this Article, "days" shall mean College business days.
- 10.3.5 A representative of the Union shall be present at all steps of the procedure. The Union will be provided a copy of all College replies.
- 10.4 Step 1
- 10.4.1 The grievance shall be discussed with the employee's immediate supervisor outside the bargaining unit. The employee or Union representative shall advise the supervisor of the particular clause(s) of the Agreement in dispute and the facts upon which the alleged violation is based. If the grievance is not resolved within ten (10) days, then it proceeds to Step 2 of the procedure.
- 10.5 Step 2
- 10.5.1 The grievance shall be reduced to writing, signed by a representative of the Union, filed with the immediate supervisor and include the following information:
- 10.5.1.1 A statement of the grievance and the facts upon which it is based.
- 10.5.1.2 The remedial action requested.
- 10.5.1.3 The section of this Agreement to which the grievance relates.
- 10.5.2 If the grievance is not resolved within ten (10) days following, then it shall proceed to Step 3.
- 10.6 Step 3
- 10.6.1 The President, or a designee, shall meet with the employee within ten (10) days of the Step 3 grievance and shall render a decision within ten (10) days of the meeting.
- 10.7 Step 4

- 10.7.1 If the grievance is still not resolved, the Union shall have ten (10) working days from the date the decision is rendered in Step 3, to demand arbitration of the grievance. Step 4 timelines, described below, will begin when the written Union demand to arbitrate is received by the College.
- 10.7.2 Within fifteen (15) working days of receipt of the demand to arbitrate: 1) the parties will select an arbitrator, using the process described in 10.7.2.1.; 2) the College will make all necessary scheduling arrangements with the arbitrator and affected parties; 3) the College will notify the Employment Relations Board of the arbitrator selected and 4) the College will explain to the arbitrator that an incentive payment will be made if the decision is rendered within twenty (20) working days of the close of oral and/or written arguments. The amount of the incentive payment will be mutually agreed upon in advance by the Union and the College.
- 10.7.2.1 Selecting an Arbitrator
- 10.7.2.1.1 The parties shall alternately strike one name from the list of arbitrators, described in 10.7.2.2.1., until only one is left. The Union shall have the privilege of striking first. The one remaining shall be the arbitrator.
- 10.7.2.2 Creating the Arbitrator Lists
- 10.7.2.2.1 At the beginning of each fiscal year, a master list of all AAA certified arbitrators who reside in the State of Oregon will be obtained from the Employment Relations Board. The Union and the College will each use this master list to compile two (2) lists of ten (10) names. Names will be alternately struck from these lists until two (2) lists of five (5) names remain. Use of the lists will alternate.
- 10.7.3 The arbitrator shall render a decision within a reasonable time. The powers of the arbitrator shall be limited to interpreting this Agreement and/or determining if it has been violated. The decision of the arbitrator shall be binding on both parties.
- 10.7.4 The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its own case in arbitration.