

TR'd 4-4-24
DLR

Grievance Procedure

Section 1 - General

To promote positive City-employee relationships, both parties pledge their immediate cooperation to settle any grievances that might arise out of alleged violations of this agreement, and the following procedure shall be the sole procedure used for that purpose.

The Union shall have the right to file a grievance with or without the consent of the employee(s) involved. The City and the Union are committed to providing employees with access to the grievance process. The City will provide accommodations as required under the ADA and will not put barriers in place for the Union to provide employees with language access to the grievance process.

Section 2 - Contents of Grievances and Responses.

(a) Step 1 and Step 2 grievances shall be in writing and clearly identified as a "Grievance" and shall include the following information:

- (i) the date the grievance is filed;
- (ii) the name of the grievant(s);
- (iii) the article(s) of this agreement alleged to have been violated, or the discipline alleged to have been imposed without just cause, hereafter referred to as the "grievance matter";
- (iv) the date and place, the grievance matter occurred, or was discovered;
- (v) a short narrative explaining the facts and reasons supporting the grievance;
- (vi) the remedy being sought; and
- (vii) whether the grievant(s) is requesting an ADA accommodation to ensure they can participate in the grievance process. .

All grievances filed during the time period described in Section 3 (b) below shall be deemed timely. Upon request of the City, any missing information shall be supplied in a timely manner.

(b) All responses to grievances shall be in writing and clearly identified as a "Grievance Response." All responses to grievances shall be sent to the aggrieved employee(s) with copies to the Union and to the Director of the Bureau of Human Resources. All responses to grievances shall include the following information:

- (i) the date of the response to the grievance;
- (ii) the name of the person making the response;
- (iii) the decision sustaining or rejecting the grievance;
- (iv) the proposed remedy if the grievance is sustained;
- (v) and a short narrative explaining the facts and reasons supporting the outcome of the grievance.

Section 3 - Time Periods and Procedure.

(a) For purposes of this article, all days are calendar days. All grievances must be submitted according to the timelines set forth in this article. Any grievance that is not submitted within these timelines is untimely and not subject to this procedure or arbitration.

A grievance involving a suspension, demotion, or discharge shall be filed directly to Step 2 within thirty (30) days of the receipt of the written notice of the imposed suspension, demotion, or discharge. In all other cases, the parties may proceed to Step 2 upon mutual agreement. Failure by the City to respond in writing within the time limits at any level shall render the grievance automatically appealed to the next step in the grievance procedure. If the Union does not advance a grievance in accordance with the timelines set forth in this Article, the grievance will be resolved in accordance with the City's most recent grievance response. By mutual agreement between the parties any deadlines set forth in section 3 shall be extended.

Upon appeal of any discharge, demotion or suspension before the Civil Service Board any grievance filed under the terms of this Agreement shall be withdrawn.

(b) Informal Step: Before initiating a formal written grievance at Step 1, the aggrieved employee(s) or the Union shall attempt to resolve the matter informally with the employee's immediate supervisor. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section.

(c) Step 1. The aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall file a grievance with the Bureau Director within thirty (30) days of when the matter giving rise to the grievance occurred or could have been reasonably discovered. The Bureau Director or designee shall have twenty-one (21) calendar days to respond to the grievance.

[BARGAINING NOTE: The parties understand that given the uncertain impacts of Charter Transition on the organizational structure, there could be workgroups without a Bureau Director and in those cases the Step 1 grievance would be filed with the appropriate Director level role]

(d) Step 2. If the grievance matter remains unresolved, the aggrieved employee(s) or the Union shall have the right to seek resolution of the grievance matter from the Director of the Bureau of Human Resources within fourteen (14) days after the Step 1 response is received. The Director of the Bureau of Human Resources or designee shall have fourteen (14) calendar days to respond to the grievance.

(e) Step 3. If the grievance matter remains unresolved, the Union shall have the right to seek resolution of the grievance matter through arbitration or mediation. If the Union fails to exercise its right to request arbitration or mediation of the grievance matter within twenty-one (21) days after the Step 2 response is received, the right to arbitrate or mediate the grievance matter terminates.

Section 4 - Mediation. A grievance may proceed to mediation only by the mutual consent of the Union and the Bureau of Human Resources. The Union and the City will agree upon the mediator and time and place for mediation. If the grievance matter is not resolved by mediation, only the Union shall have the right to seek resolution of the grievance matter through arbitration. The

Union's right to request arbitration of the grievance matter begins on the last day of mediation and terminates fourteen (14) days after the last day of mediation.

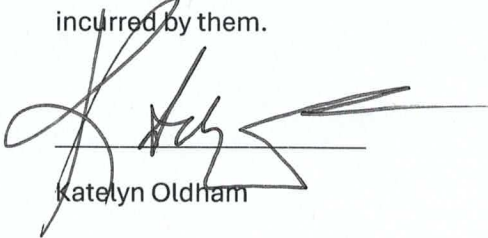
Expenses for the mediator's services and the proceedings shall be borne by each party in equal share.

Section 5 - Arbitration.

The Union must exercise its right to request arbitration by providing written notice to the Director of the Bureau of Human Resources within twenty-one (21) days of the Step 2 response unless the parties have agreed to mediation. After notification, the City or the Union shall request from the Employment Relations Board a list of names of seven (7) arbitrators from Oregon and Washington. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the City shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter in any way the terms of this agreement. The decision of the arbitrator shall be within the scope and terms of this agreement and the arbitrator shall be requested to issue the decision in writing, indicating findings of fact and conclusion, to both parties within thirty (30) days after the conclusion of the proceedings, including after filing of briefs, if any. It may also provide retroactivity not exceeding twenty-one (21) days prior to the date the grievance was filed and shall state the effective date.

Expenses for the arbitrator's services and the proceedings shall be borne by each party in equal share; provided that, if the Union unilaterally withdraws a grievance, with or without prejudice, or the City unilaterally grants a grievance, that party shall be solely responsible for any resulting arbitrator cancellation fees. However, each party shall be responsible for any other expenses incurred by them.



Katelyn Oldham

4-4-24

Date

Dan Rowan

Date