

5/4/25

@ 6:15

City TA:

AMK 6/4/25

Union TA:

Donald Miravalles 6/4/25 @ 4:20pm

ARTICLE 22

SETTLEMENT OF DISPUTES

Section 1, General. To promote better 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. Grievances concerning alleged discipline without just cause shall be processed under this Article. Any settlement of a grievance under this Article, which would alter or amend the terms of this agreement, or any side bar agreement or memorandum of understanding shall not be binding on either party unless the settlement or memorandum of understanding or side bar agreement is approved in writing by the President-Executive Director of the Union and the Director of the Bureau of Human Resources.

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 place, date and time the grievance matter occurred;
 - (v) a short narrative explaining the facts and reasons supporting the grievance; and
 - (vi) the remedy being sought. 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 affirming or rejecting the grievance;
 - (iv) the proposed remedy if the grievance is affirmed;
 - (v) and a short narrative explaining the facts and reasons supporting the affirmation or rejection of the grievance.

Section 3, Time Periods and Procedure.

- (a) For purposes of this article, all days are calendar days. Day Zero (0) is the day the grievance matter occurred, or the employee or the Union became aware of its occurrence. Day Zero for disciplinary actions is the day of receipt of the letter imposing disciplinary action or the effective date of a suspension, demotion, or discharge. Time limits may be extended by mutual agreement.

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The parties may agree that the grievance is more appropriately filed with the Bureau of Human Resources or to waive the initial steps of the grievance procedure and proceed to Step 2 upon mutual agreement.

- (b) **Informal Step:** ~~For non-disciplinary grievances, B~~before initiating a formal written grievance at Step 1, the aggrieved employee(s) ~~or Union shall will~~ attempt to resolve the matter informally with the employee's immediate supervisor. The employee ~~shall will~~ notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section. The employee or the Union will inform the immediate supervisor if they file a formal grievance.
- (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 twenty-one (21) days of when the matter giving rise to the grievance occurred.

The Bureau Director or designee who has received the grievance in the first step of the process shall have ~~fourteen (14) twenty-one (21) thirty (30)~~ calendar days to respond to the grievance.

- (d) **Step 2.** If the grievance matter remains unresolved, the aggrieved employee(s), or the Union, with or without the consent of the aggrieved employee(s), shall have the right to seek resolution of the grievance matter from the Director of the Bureau of Human Resources within ~~fourteen (14) twenty-one (21) thirty (30)~~ days after the Step 1 response is received or due.

The Director of the Bureau of Human Resources shall have ~~fourteen (14) twenty-one (21) thirty (30)~~ calendar days to respond to the grievance.

- (e) **Step 3.** If the grievance matter remains unresolved, only the Union, with or without the consent of the aggrieved employee(s), 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) fourteen (14)~~ days after the Step 2 response is received or due, the right to arbitrate or mediate the grievance matter terminates.

Section 4, Discharge. The Union shall have the right to grieve the discharge of an employee through arbitration. A grievance over a discharge must be filed ~~in writing with the employee's Bureau Director, with a copy to the Director of the Bureau of Human Resources at Step 2,~~ no later than ~~twenty-one (21) fourteen (14)~~ days after the effective date of the discharge. If the grievance matter is not resolved at the ~~Bureau Human Resources~~ Director level, only the Union, with or without the consent of the aggrieved employee(s), 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 twenty-one (21) days after the effective date of the discharge and ends thirty-five (35) days after the ~~effective date of the discharge~~ Step 2 response is received.

Section 5, Mediation. Mediation may be engaged by the mutual consent of the Union and the Bureau of Human Resources. If the grievance matter is not resolved by mediation, only the Union, with or without the consent of the aggrieved employee(s), 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 6, Arbitration. The Union must exercise its right to request arbitration by providing written notice to the Director of the Bureau of Human Resources. After notification, the parties or their representatives shall jointly request the Employment Relations Board for a list of names of seven (7) arbitrators from Oregon and Washington. The parties shall

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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 filing of briefs, if any. It may also provide retroactivity not exceeding sixty (60) 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.

~~Section 7, The Union Grievance Committee.~~

- ~~(a) The names of union stewards who may represent employees shall be provided in writing to the City by the Union, and the individuals so designated shall constitute the Union Grievance Committee.~~
- ~~(b) Union stewards will make every effort to investigate grievances and process them during hours which will not interfere with City operations or take employees off their jobs. However, where it is reasonably necessary to investigate the grievance during working hours, this will be done without loss of pay to employees whose presence in such investigation and processing is necessary.~~

