

ARTICLE 18 - OTHER BENEFITS

18.1 Eligibility

18.1.1 Monthly Eligibility

An employee who is in a paid status for thirty percent (30%) or more of their regular work days in any calendar month, shall be eligible for all benefits provided for in this Article and in Section 13.1 - sick leave.

18.2 Holidays

18.2.1 General Eligibility

An employee who is in a paid status on their last regular work day before or after a holiday shall be eligible for the holiday pay.

An employee in a position which has a less than twelve (12)-month work year is not eligible for Independence Day holiday pay unless the employee is in a paid status the day before or after Independence Day. This is not intended, nor may it be construed to modify eligibility of a seasonal employee to that holiday.

18.2.2 Paid Holidays

The following shall be paid holidays for all eligible employees:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving
Day Prior to Christmas *
Christmas Day
New Year's Day
Martin Luther King Day *~~Strike~~
Memorial Day
Juneteenth

*Applicable only to twelve (12)-month employees.

18.2.3 Holiday Compensation

An employee in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day. Any employee who is required to work on any contract-designated holiday shall be compensated a total of two and one-half (2-1/2) times the employee's regular rate of pay for the hours worked or receive compensatory time at a total of two and one-half (2-1/2) times the hours worked.

18.2.4 Holidays on Weekends

If any of the holidays designated in Section 18.2.2 falls on a Sunday, the holiday shall be observed on the following Monday not itself a holiday designated in Section 18.2.2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday not itself a holiday designated in Section 18.2.2.

18.3 Vacation

18.3.1 Eligibility

18.3.1.1 Each twelve (12)-month work year employee shall earn the following annual paid vacation after each month worked for the District:

During the first four (4) years of paid status time, five-sixths (5/6) of a day,

After four (4) years of paid status time, one and one-fourths (1-1/4) of a day,

After fourteen (14) years of paid status time, one and two thirds (1-2/3) of a day.

18.3.1.2 During the probation period the employee is credited with vacation, but it is not an earned right until after completion of the probationary period.

18.3.2 Use of Sick Leave During Vacation

If an employee becomes ill during their vacation, the days of illness may be exchanged for an equal amount of sick leave on the condition that the employee's immediate supervisor or the Human Resources office is immediately notified of the illness. No more than five (5) vacation days may be exchanged for sick leave without a physician's statement explaining the illness or injury which would have entitled the employee to sick leave according to the District's sick leave policy.

If an employee is prevented from beginning their vacation because of illness, they shall immediately notify the Human Resources office and vacation time shall be changed to sick leave.

18.3.3 Employee Previously Working Less Than Twelve (12)-Months

An employee working in a less than twelve (12)-month position in the District who moves to a twelve (12)-month position shall be credited with years of continuous District employment status (paid and unpaid) since most recent date of hire.

18.3.4 Prior Approval and Reporting

Vacation time must be approved by the employee's immediate supervisor and the Superintendent or designee prior to the vacation time beginning. Vacation time shall be reported on the absence report in the same manner as other days away from work.

18.3.5 Notice of Vacation Days

The District will give employees regular notice of their vacation day balance.

18.3.6 Pay for Unused Vacation

Employees who resign after giving notice, or who are terminated shall be paid for any vacation which they have earned at time of resignation or termination.

18.3.7 Scheduling Vacation

Twelve (12)-month employees shall be encouraged to take their vacations between June 15 and August 15 of each calendar year.

The Superintendent or designee shall have the power to approve vacations at other times when they find the other times do not interfere with the operation of the District's programs.

18.3.8 Vacation Accumulation

Vacation leaves shall not be cumulative unless the Superintendent or designee approves the accumulation. The approval shall be granted if the Superintendent or designee finds the vacation was not taken because of the "needs" of the District. No accumulation shall be allowed beyond the fiscal year following the fiscal year the vacation time accrued unless the employee was unable to take the vacation time that year due to the "needs" of the District. In the latter case, the District may elect to pay the employee an amount equal to the pay they would be paid while on vacation or to allow the employee vacation time during the subsequent fiscal year.

18.3.9 Change of Positions from Twelve (12)-Months to Less than Twelve (12)-Months

Prior to the District making a final decision to reduce a current twelve (12)-month bargaining unit position to less than twelve (12) months, it shall notify the Association. If the Association demands that the decision and impact of the decision be bargained, then the District shall enter into bargaining; however, if the bargaining comes to an impasse, the final decision on the reduction and any modification in working conditions as a result of the reduction shall be the final decision of the District's School Board. The Association agrees to be bound by the School Boards decision.

If a twelve (12)-month employee has their position reduced to less than twelve (12) months, then the employee can use their seniority as determined in Section 24.3 to retain a twelve (12)-month position in the same classification.

18.4 **Classified employees will receive one free meal daily when on duty.**

18.5 Classified employees who ride the bus to work shall be eligible for a bus pass provided by the district.

ARTICLE 21 - WORK RULES AND MISCELLANEOUS MATTERS

- 21.1 Calculation of Paid Absences - Variable Hours
- 21.1.1 Calculation of Paid Absences - Variable Hours Paid Absences. Employees whose number of assigned hours varies will have their pay for paid absences calculated as follows:
- Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day. This average will be computed based on all the hours the employee was in a paid status during the previous month excluding overtime, divided by the number of contract days the employee was in a paid status during the previous month. The result will be the number of hours in the employee's average work day. The resulting average work day will be used to calculate paid leave benefits.
- 21.1.2 Calculation of eligibility for Insurance Benefits. Employees whose number of assigned hours vary will have their eligibility for insurance benefits calculated as follows: Using the time report period prior to the paid absence that is most recent and in which the employee was in a paid status for at least five (5) days, the District will compute the employee's average work day for the purpose of determining the employee's eligibility for insurance benefits. This average will be computed based on all the hours up to 40 in a workweek the employee was in a paid status during the previous month divided by the number of contract days the employee was in paid status in the previous month. Therefore, an employee's portion of an insurance premium that is shared with the District may vary from month to month.
- 21.2 Duty-free Meal Period, All employees working six (6) or more hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, except in case of emergency. The meal period shall come at a midpoint in the shift as nearly as possible. Meal periods may not be scheduled so as to shorten the work day. Employees working five (5) or more hours may request or may be scheduled to receive a duty-free meal period of not less than thirty (30) minutes.
- 21.2.1 Employees entitled to a duty-free meal period must receive one unless exceptional and unanticipated circumstances that occur rarely prevented the duty-free meal period. If an employee works during the scheduled thirty (30)-minute meal period, the meal period worked shall be paid for the entire period. The employee will notify the supervisor by the end of the next business day and record the missed meal period on a timesheet. Employees are expected to take meal periods, to communicate with their supervisor concerning missed meal periods, and to maintain accurate timesheets. If an employee is unable to resolve concerns about meal periods with the supervisor, the employee shall promptly submit their concern to HR.
- 21.3 Rest Periods. Every member of the bargaining unit shall be provided a paid rest period of fifteen (15) minutes for every four (4) hours worked or major fraction thereof. Insofar as is possible the rest break is to be taken in the middle of each work period. Rest periods may not be used at the beginning or end of the work day or adjacent to a meal period.
- 21.3.1 If the District establishes a ten (10)-hour day, four-day work week, then the effected employees and their supervisor shall mutually agree on a schedule for three (3) ten (10)-minute rest periods during the ten (10)-hour day. Insofar as possible, the ten (10)-minute rest periods shall be scheduled in the middle of each work period and in compliance with Oregon law. These ten (10)-minute rest periods shall be in lieu of the two (2) fifteen (15)-minute rest periods provided by this section.
- 21.3.2 The District will work with its supervisors and administrators, as well as all other District employees to make sure that classified employees' unpaid lunch break, and their paid morning and afternoon breaks, are respected as duty free time.
- 21.3.3 Employees are expected to take breaks and to communicate promptly with their supervisor if they are not receiving their break. If an employee is unable to resolve concerns about break periods with the supervisor, the employee may promptly submit their concern to HR.
- 21.4 Non-student Attendance Work Days. Employees whose work years are either 196 days, ten (10) months, or eleven (11) months who would otherwise be required to work on a day during which students are not in attendance and who are not required by the supervisor to work on a non-student day, may, upon the approval of the ~~principal~~**supervisor**:
- 21.4.1 Be excused from work on a non-student day and work another day which they would otherwise not be required to work, or,
- 21.4.2 Be excused from work on a non-student day without pay.

21.4.3 A one-half (1/2) day (4-hour) or less employee may be excused from work on a non-student day and work a full day on another regular work day.

21.5 SAFE WORK ENVIRONMENT:

The Association and the District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health, safety, and personal liability. To achieve this goal, the parties agree as follows:

The District shall maintain safety committees in accordance with its obligations under law. (ORS Chapter 654 and OAR Chapter 437, concerning Occupational Safety and Health). The purpose of the safety committee is to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health. The safety committee shall include an equal number of employee volunteer or elected members and employer-selected members. When employees and the district agree, the number of employee volunteer or elected members may exceed the number of employer-selected members.

Hazardous conditions in the work environment that are made known to the District and pose a danger to the health or safety of unit members shall be reported to the District Safety Committee.

All unit members, in the course of performing their duties, shall report all unsafe practices and conditions to their immediate supervisor.

Unit members shall not be required to participate in work activities under conditions that as determined by the District, physically endanger their personal safety or well-being.

When a member is assaulted by, or feels threatened by, a physically aggressive student, the member will submit an incident report from documenting extreme behavior to the building administrator. The appropriate District administrator will promptly initiate an assessment of the environment and, if appropriate, work with the member to implement a safety plan and/or appropriate training in a timely manner.

Employees will be allowed paid time to fill out district-required incident report forms.

21.6 Personal Property:

The District shall reimburse unit members for the reasonable cost of personal property with a value of \$500 or less that is stolen or damaged if related to their instructional responsibilities or is stolen or damaged as a result of the District's negligence. The District shall reimburse unit members for the reasonable cost of personal property with a value greater than \$500 that is stolen or damaged and is properly documented as stolen or damaged as a result of the District's negligence.

ARTICLE 24 - REDUCTION IN FORCE AND RECALL

24.1 Definitions

- 24.1.1 Classification - the specific position title to which an employee is assigned based on the District's classification schedule set forth in Appendix C or newly created by the District. When an employee is assigned work time in two or more classifications, the employee's primary classification is the classification in which the employee is assigned fifty percent (50%) or more of the employee's total average daily work hours. If the assigned work time in two or more classifications is equal, the District will designate a primary classification at the time of assignment. An employee who has four (4) or more assigned hours, but less than four (4) hours in their primary classification, shall have rights as if assigned four (4) hours in their primary classification.
- 24.1.2 "Previously-held primary classification" refers to the primary classification held immediately prior to the employee's present classification.
- 24.1.3 "Generic group" refers to the generic positions within the classification family for an employee's present primary classification.
- 24.1.4 Bumping means the displacement of one employee by another employee with greater seniority. Reassignment is the placement of an employee in a new assignment per the provisions of this Article.
- 24.1.5 "Classification seniority" means an employee's total length of continuous service in a classification since their date of assignment to that classification. "District seniority" means an employee's total length of continuous service with the District since their most recent date of hire into a bargaining unit position. Ties of seniority shall be broken by lot. Time employed in a temporary or substitute or other non-bargaining unit position will not count toward seniority.

Exception: The classification seniority date of an employee in a non-facilities classification as of September 30, 2015, recognized by the District based on contract language in effect between April 2012 and September 30, 2015, will remain the employee's seniority date for the duration of the employee's assignment to that classification.

- 24.1.6 Layoff occurs when due to program changes or workforce reductions: (1) an employee's position is eliminated, or their primary classification hours reduced below their current timeblock; (2) the elimination/reduction has been, or is expected to be, in effect longer than twenty-two (22) work days; and (3) the District has been unable to find an assignment for the employee within their classification and timeblock. Timeblocks are: eight (8), seven (7) to less than eight (8), six (6) to less than seven (7), five (5) to less than six (6), four (4) to less than five (5) hours per work day in the work week. However, for bus drivers, bus aides and driver specialists, the timeblocks recognized are the minimum workday assignments in Article 22.1.1. An employee's timeblock is determined each September 30, or for employees hired or promoted between October 1 and June 30, upon hire or promotion.
- 24.1.7 Displacement occurs when prior to the bumping process, a bargaining unit member is either unassigned or is assigned working hours that do not meet their timeblock rights for the following work year.

24.2 Notice

- 24.2.1 Notice of Initial Assignment. As soon as possible during the staffing process, Human Resources will issue notices to affected employees informing them of a reduction in hours, copies of which will be provided to OSEA on or by the same day. Employees will be given at least 10 calendar days' notice of the opportunity to either: (1) exercise bumping and recall rights or, (2) in the case of a reduction in timeblock in their present classification assignment, to accept the reduction and waive rights to bumping and recall.

After the Spring stalling process is complete, the District and OSEA will meet to review bumping charts, and the District will provide OSEA copies of layoff letters and notices of final placement.

- 24.2.2 In the event of a layoff which completely eliminates an employee's rights to any position, the District will provide the following notice: If it is the result of an administrative decision, the Association will receive notice of not less than thirty (30) calendar days; if it is a levy failure or other fiscal emergency, the District will notify the Association as soon as possible when such decision has been made. The parties recognize special circumstances may exist which precludes timely notification. The District agrees that it will provide

the Association notice in such instances at the earliest reasonable moment possible. The notice will specify the reasons therefore, class(es) and position(s) affected and names of employees to be laid off

- 24.2.3 Upon request by OSEA, on approximately October 15 of each year, the District will provide OSEA with a copy of the recall list and a list of employees in the bargaining unit, their position assignment(s), FTE and classification seniority date.
 - 24.2.4 Order. While the District reserves the right to determine positions to be eliminated or reduced in hours it will layoff employees within each affected job classification according to classification seniority, except when district seniority is specifically provided. Generally no bargaining unit member may be laid off until the district first has laid off probationary employees who hold positions in the affected classifications.
- 24.3 Reassignment and Bumping Procedures, The following process applies to employees who have received the Notice of Initial Assignment and have exercised their rights to enter the bumping process:
- 24.3.1 Prior to layoff, the District will assign an affected employee to an existing vacancy within their current classification and timeblock. If none, the employee may, based on classification seniority, bump a less senior employee within the employee's current timeblock and classification. If none, the employee is laid off and placed on the recall list, and 24.3.2 applies.
 - 24.3.2 A laid off employee may, based on classification seniority, bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in their current classification has been exhausted. If an employee is not assigned under this provision, 24.3.3 applies.
 - 24.3.3 Previously-held classification. If a laid off employee is not assigned under 24.3.2, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock and previously-held primary classification, if any. If none, the employee may bump a less senior employee in the next lesser timeblock. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in their previously-held classification has been exhausted. If an employee is not assigned under this provision, 24.3.4 applies.
 - 24.3.4 Generic classification. If a laid off employee is not assigned under 24.3.2 or 24.3.3, the employee may, based on District seniority, bump a less senior employee within the employee's timeblock into a classification in the family generic group. An employee's right to assignment in the family generic group will be exercised within the employee's existing timeblock in descending order of pay grades within the family generic group, beginning with the highest pay grade held by the employee at the time of layoff. This process will continue, in order of descending timeblocks, until the opportunity to assign the employee to a position of four (4) or more hours in the generic family group has been exhausted.
 - 24.3.5 An employee who bumps into a new assignment under Articles 24.3.2 to 24.3.4 will retain recall rights to an assignment in the classification and timeblock held at the time of layoff, but does not have the right to bump into other new assignments. An employee who rejects an assignment to a position offered under 24.3.1 to 24.3.4 forfeits recall rights.
 - 24.3.6 Salary placement. An employee reassigned under 24.3.2 to 24.3.4 will be placed on the salary step that most nearly matches the employee's hourly pay rate at the time of layoff, but is not a wage increase.
 - 24.3.7 Employees do not have the right to be assigned to a position in a higher timeblock or workyear than the employee held at the time of the reduction in hours.
 - 24.3.8 Exceptions. The provisions of 24.3.1 to 24.3.5 do not apply when the displacement of a less senior employee would violate the District's affirmative action/ diversity plan; when the employee has been given written notice of performance problems and has not satisfactorily resolved the problems; or when the District determines that a less senior employee has special or unusual qualifications and experience for a position.

In order to bump, the employee must have the ability, capacity and skill to perform the job at the time of bumping. The employee must then demonstrate the ability to perform all job functions within ten (10) working days from the date they assume the job duties. If, after a trial period of the ten (10) working days, the employee cannot perform the duties of the newly assigned position in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or laid off and placed on the recall list.

Special or Unusual Qualifications and Experience" refers to those skills and abilities, acquired either as a result of on-the-job training or formal training, that allow the employee to perform part of the job description or significantly enhance performance of the job currently occupied, and which could not be acquired by a replacement employee without special training or on-the-job training within the first ten (10) working days of placement into the position. Examples are licensure to perform the position; bilingual language fluency by an educational assistant; skills necessary to act as a vocational trainer; in-depth knowledge of student information systems.

- 24.3.9 Work Year Rights. Notwithstanding 24.3.1 to 24.3.4, when the work year of a **twelve (12)**-month employee is reduced to less than **twelve (12)**-months, the employee may displace a less senior employee holding a **twelve (12)**-month position in their primary classification, unless the timeblock drops below four (4) hours. If no such position exists, the employee will be assigned in an **eleven (11)**-month position in their primary classification, unless the timeblock drops below four (4) hours. This process will continue until the right of the **twelve (12)**-month employee to be placed in a position of four (4) or more hours in their primary classification is exhausted.

If the employee is not assigned as a result of the above, the employee will be assigned based on district seniority in a **twelve (12)**-month position in the employee's previously-held position unless the timeblock drops below four (4) hours. If no such position exists, the employee will be placed in an **eleven (11)**-month position in their previously-held classification, unless the timeblock drops below four (4) hours. This process will continue until the right of the employee to be placed in a position of four or more hours in their previously-held classification is exhausted. The employee may then, based on district seniority, displace a less senior employee in a **twelve (12)**-month generic classification of at least four (4) hours, and if none, then an **eleven (11)**-month generic position of at least four (4) hours, and so on. This process will continue until the right of the **twelve (12)**-month employee to be placed in a position of four (4) or more hours is exhausted. If an employee is not assigned under 24.3.9, the employee is laid off, and the provisions of 24.4 (Recall) apply.

The process described in this section applies to **ten (10)**-month and **eleven (11)**-month employees.

24.4 Recall

- 24.4.1 Laid off employees will be placed on a recall list in classification seniority order for up to twenty-seven (27) months. Employees will be recalled according to such list, as openings in the classification and timeblock (and workyear if applicable) from which the employee was laid off become available. In order to support stability in staffing, the District's obligation to recall employees is in effect from the beginning of the annual staffing process for the following school year through September 30 of that school year. At other times, the District retains discretion to recall employees.
- 24.4.2 No new employee will be hired into a vacant position while employees with rights to recall to that classification and timeblock remain on the recall list.
- 24.4.3 Employees on layoff status will be considered in-district applicants when applying for positions.
- 24.4.4 Laid off employees shall be responsible for notifying Human Resources of a telephone number, email and mailing address through which they can be reached. Unless the employee has requested notification by certified letter, the District shall notify a member of recall by telephone/ voicemail and email at the last telephone number and email address provided to Human Resources by the employee. An employee shall respond within three **(3)** business days of the email, except that between August 15 and September 30, employees shall respond to the email within seventy-two (72) hours. If an employee has requested notification by certified letter, the employee will have five (5) days from the date of the letter to respond. The District will assume its offer for a position is rejected if: (1) the laid off employee does not respond within the timelines of this paragraph; (2) the member responds and declines; or (3) the District cannot reach the member at either their last known telephone number or email address. Any laid off employee member may provide Human Resources with written authorization designating another person as their exclusive representative to accept or reject an offer for a position on the employee's behalf.
- 24.4.5 Recall rights shall automatically terminate if any one of the following occurs:

24.4.5.1 Twenty-seven (27) months have passed from the effective date of such layoff.

- 24.4.5.2 An employee fails to accept a position offered from the recall list. Laid off employees who accept a position offered from the recall list in a lower timeblock (or workyear, if applicable) than their pre-layoff classification, or in a previously held classification, will retain recall rights.
- 24.4.5.3 An employee fails to timely respond to recall.
- 24.4.5.4 An employee accepts a bargaining unit position from the recall list in their classification and timeblock (and workyear, if applicable).
- 24.4.5.5 An employee waives recall rights in writing.
- 24.4.5.6 An employee is hired by the District in some other position for which the employee applied.

24.5 Layoff Review

If an employee is laid off because the District determined that a less senior employee should be retained under Article 24.3.9, they may appeal the District's decision to the Superintendent or designee after having an informal conference with the Director of Human Resources or designee. An appeal to the Superintendent, addressed to the Director of Human Resources, must be made within fifteen (15) days after issuance of a layoff notice and will substitute for Formal Level One of the Contract Grievance Procedure. The Superintendent or designee will hold a meeting on an employee appeal and make a decision within fifteen (15) days of the meeting. Only the Association may appeal the Superintendent's decision to arbitration. Provisions of the Contract Grievance Procedure will apply. The Arbitrator will be without authority to reverse the Superintendent's decision on the application of the District's affirmative action or diversity policy or a determination that a less senior employee has special or unusual qualifications and experience for a position unless the Association proves that the Superintendent's decision was arbitrary or capricious. If backpay is awarded by the Arbitrator, it will not be retroactive to a date earlier than the date of the Association's notice of appeal to arbitration provided to the District pursuant to the Contract Grievance Procedure.

ARTICLE 25 - GRIEVANCE PROCEDURE

- 25.1 Purpose. The purpose of this procedure is to solve grievances at the lowest possible level.
- 25.2 Definitions
- 25.2.1 Grievance. A "grievance" may either be:
- 25.2.1.1 A claim by an employee or a group of employees based upon an alleged violation of this ~~Agreement~~ **Contract**, or
- 25.2.1.2 A claim by the Association based upon an alleged violation of this ~~Agreement~~ **Contract** affecting the Association or a clearly-defined class of employees.
- 25.2.2 Aggrieved Person. An "aggrieved person" is the person, persons, or ~~A~~ association making the claim.
- 25.2.3 Party in Interest. A "party in interest" is the person or ~~A~~ association making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, or the Superintendent or designee.
- 25.2.4 Representative. A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and to advise a party in interest.
- 25.2.5 Immediate Supervisor. An "immediate supervisor" is the person who has direct supervisory responsibility over the aggrieved person.
- 25.2.6 Day. A "day" shall mean the aggrieved person's work day excluding Saturdays, Sundays and the aggrieved person's vacation days and holidays.
- 25.3 Levels
- 25.3.1 Informal Level. Before presenting a written grievance, the aggrieved person shall attempt to resolve the matter by an informal conference with the aggrieved person's immediate supervisor, principal, or other administrator who has jurisdiction of the matter. The Association may be present at the conference and participate in the conference if authorized to do so by the aggrieved person or to ensure the adjustment of the grievance is not inconsistent with the terms of the collective bargaining contract then in effect.
- 25.3.2 Formal Level One--Principal or Immediate Supervisor or Other Administrator.
If the grievance is not resolved at the informal level, the aggrieved person or a representative shall present the grievance in writing on the appropriate form to the principal, immediate supervisor or other administrator who has jurisdiction in the matter within fifteen (15) days of the act, omission or event giving rise to the grievance. A copy of the grievance form shall be sent to the Association's grievance committee.
- 25.3.3 Formal Level Two--Superintendent or Designee
- 25.3.3.1 If the aggrieved person is not satisfied with the disposition at Formal Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, the aggrieved person may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within seven (7) days after receiving a written notice of the decision, or within fifteen (15) days after presentation of the grievance, if no written decision was rendered.
- 25.3.3.2 The appeal shall include a copy of the original grievance, the decision rendered, if any, and a statement of the reason for the appeal, and the specific relief requested.
- 25.3.3.3 The Superintendent or designee at their discretion may:
1. Hold a hearing, or
 2. Make a decision without a hearing when there is no dispute of facts, but the parties may file written memorandums, or
 3. Hold an informal conference.
- 25.3.3.4 The Superintendent shall communicate a written decision to the Association and the parties in interest within fifteen (15) days after receipt of the notice of appeal if a hearing is not held, written

memorandum not requested, or an informal conference is not held; within ten (10) days after receiving the written report of the designee if a designee is utilized; or if written briefs are filed ten (10) days after receiving the briefs; or if an informal conference is held within ten (10) days after the conference; whichever of the dates applies.

25.3.4 Formal Level Three--Arbitration

25.3.4.1 The Association, which has a duty of fair representation to unit members, may submit a qualified grievance to arbitration by notifying the Superintendent in writing within fifteen (15) days of the Level Two decision. Notwithstanding any other provision herein, the Association alone may appeal a qualified grievance to arbitration.

A grievance qualifies for arbitration if it is a contract grievance except as described in section 25.3.4.1.1. A contract grievance is one which pertains to any dispute about the interpretation or application of the collective bargaining agreement between the parties.

1. A contract grievance based on the terms of section 15.5 (nondiscrimination) does not qualify for arbitration except for a grievance alleging unequal application based on sexual orientation.
2. If an employee exercises the employee's right under ~~D~~istrict board policy GDPD (or its successor) and ~~D~~istrict administrative rule G7800.03 (or its successor) and has a school board hearing on the employee's dismissal or demotion, then the superintendent's decision in section 25.3.3 is final and binding and the employee can not appeal the superintendent's decision to Formal Level Three - Arbitration in section 25.3.4.

25.3.4.2 If within ten (10) days after the Association's notice of its intent to submit the grievance to arbitration, the District has not informed the Association that the District believes the grievance is not arbitrable, the Superintendent or designee and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from such arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the ten (10)-day period, a request for a list of arbitrators shall be made to the Oregon Employment Relations Board by either party. The arbitrator shall be selected in the same manner as the interest arbitrator selection in ORS 243.746(2).

If the District believes the grievance is not arbitrable, it may inform the Association of the District's belief, in which event the parties may pursue all available legal means to resolve the question of arbitrability before the procedures described above shall be implemented.

25.3.4.3 The arbitrator so selected shall hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

25.3.4.4 The arbitrator shall interpret ~~the~~**this Agreement-Contract** and determine if it has been violated. They shall be without power or authority to add to, subtract from, or to modify the terms of this ~~Agreement-Contract~~**Agreement-Contract**, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this ~~Agreement-Contract~~**Agreement-Contract**. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.

25.3.4.5 Costs for the services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room if ~~D~~istrict facilities are not used, shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring them.

25.3.4.6 Arbitrability. Claims involving alleged discrimination covered by any federal or state law, executive order or administrative regulation shall be grievable, but not arbitrable.

25.4 Miscellaneous

- 25.4.1 Representation. Any aggrieved person may be accompanied at all stages of this procedure by a representative of their own choosing. The Association shall have the right to be present at all stages of the procedure.
- 25.4.2 Group Grievance. If a group grievance affects a clearly-defined group or class of employees, the grievance may be submitted through the Association or through such aggrieved parties jointly in writing to the Superintendent directly and the proceeding of such grievance shall commence at Level Two.
- 25.4.3 Non-reprisal. No reprisals of any kind shall be taken by the District or any member of the administration nor by an Association member or representative against any participant in any grievance procedure.
- 25.4.4 Meetings and Hearings. Unless specifically requested by the aggrieved party or the District, meetings and hearings under this grievance procedure shall not be conducted in public. The hearings shall include only the parties in interest; their designated representatives; the hearings officer; witnesses, unless they are excluded by the hearings officer, and a court reporter or stenographer if requested by either party in interest. (The cost of the court reporter or stenographer shall be that of the party who requests their presence.) If grievances are filed jointly, there shall be a single designated representative for all joint aggrieved parties. Every effort will be made by all parties to avoid interruption of classroom and any other school-sponsored activities.
- 25.4.5 Written Decisions. Decisions rendered at all levels, except the Informal Level, shall be in writing setting forth the decision and the reason for it. That document shall be transmitted promptly to all parties in interest and the Association.

Time Limits. It is important that grievances be processed as rapidly as possible. Specified time limits may, however, be extended by mutual agreement in writing of the aggrieved person and the District.