

justification for the proposal. The Union shall have sixty (60) days to submit a counter-proposal for consideration by the City.

- B. Give the affected employee(s) not less than six (6) months' notice of possible layoff unless only seasonal and part-time employees are affected in which case a minimum of three (3) months' notice shall be given.
- C. Following said notice, provide the employee with four (4) hours per month paid leave upon employee's attendance at formal vocational rehabilitation activities. Educational reimbursement may apply to cover the cost of such rehabilitation (see Article 17). Total paid leave shall not exceed twenty-four (24) hours.
- D. Attempt to relocate the employee to another position for which the employee is qualified within the City service.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section 22.1. It is the intention of the parties to this Agreement that all disputes involving the interpretation, application or violation of contract language be settled by their submission to the grievance procedure as set forth below.

Employees shall first attempt to resolve disputes involving the interpretation, application or violation of contract language informally.

Employee terminations that the Union elects to grieve shall begin at Step 3 in the grievance process, upon mutual written agreement, and will be filed within fifteen (15) days from the imposed discipline.

Step 1. Supervisor - The Union, or any employee with notice to the Union, shall claim a breach of this Agreement by filing a grievance to the employee's immediate supervisor. Grievances must be in writing and must be submitted to the employee's supervisor within fifteen (15) days from the occurrence of the incident giving rise to the grievance or the employee's knowledge thereof, whichever occurs later. The written grievance shall include:

- A. A statement of the grievance and relevant facts;
- B. Identification of the provision(s) of the Agreement violated; and
- C. Remedy sought.

The supervisor shall respond to the grievance in writing within ten (10) days.

Step 2. Department Director - Within ten (10) days from the date of the supervisor's response, if the grievance remains unresolved, the grievance may be appealed to the Department Director. All appeals to the Department Director must be made in writing. The Department Director may, at their discretion, schedule a meeting with the aggrieved party, who may request representation at the meeting. The Department Director shall respond to the grievance in writing within ten (10)

days of receipt of the appeal, or in the event a meeting is scheduled, within ten (10) days of the meeting.

Step 3. City Manager - Within ten (10) days from the date of the Department Director's response, if the grievance remains unresolved, the grievance shall be appealed to the City Manager or a person designated by the City Manager. All appeals to the City Manager or designee must be made in writing. The City Manager or designated representative shall meet with the grievant, if available, and their Union representative, or in the case of a "class action" grievance affecting more than one employee with the Union and shall respond to the grievance in writing within ten (10) days after the meeting. In the event the grievant is not available, the City may delay the Step 3 meeting.

Step 4. Arbitration - If the grievance is not resolved within ten (10) days the date the City Manager/designee's written response is received by the employee and the Union, the Union shall notify the City of its intent to arbitrate. Notice of intent to arbitrate must be submitted within ten (10) days of receipt of the City Manager/designee's response.

The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree as to the arbitrator within ten (10) days, the arbitrator shall be chosen in the following manner:

- A. A list of seven (7) arbitrators in Oregon and/or Washington shall be requested from the Employment Relations Board. The parties shall alternately strike one name from the list until only one is left. (The party designated to strike the first name will be determined by the flip of a coin.) The remaining name shall be the arbitrator. One (1) day will be allowed to complete the striking of names.
- B. The arbitrator shall render a decision within thirty (30) days from the close of the hearing. The decision of the arbitrator shall be binding on both parties.
- C. The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.
- D. The powers of the arbitrator shall be limited to the interpretation and application of the specific provisions of this Agreement and determining if it has been violated. The arbitrator shall have no authority or jurisdiction to add to, amend, modify or revise the Agreement.
- E. The Union agrees that contract violation grievances shall be pursued either through the grievance procedure or as an unfair labor practice, but not both.

Any time limits specified in the grievance's procedure may be waived in writing by mutual consent of the parties. Failure of an employee or the Union to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a response within the specified time will automatically move the matter to the next step in this procedure.

A grievance may be terminated at any time upon receipt of a signed statement from the Union.

For purposes of this Article, "days" shall mean Monday through Friday, during normal City business hours, excluding holidays recognized under Article 10 of this Agreement. For the purpose of this Agreement, all references to "business days" shall have the same meaning.

ARTICLE 23 - PERSONNEL FILE

Section 23.1. Each employee shall have the right, upon request, to review and obtain, at their own expense, copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the City. There shall be only one personnel file and it shall be maintained by the Human Resources Department.

Section 23.2. When a disciplinary item is placed in an employee's personnel file, the City shall at that time provide a copy of the item to the employee. An employee may respond to any item placed in their personnel file and the employee's response shall become a part of the file. All formal disciplinary actions shall be recorded in the employee's personnel file.

Section 23.3. All employment inquiries from prospective employers of current employees shall be referred to the Human Resources Department for a response unless otherwise requested by the employee.

Section 23.4. Oral reprimands, which have been documented in writing, and written reprimands shall be considered to have been expunged at the end of eighteen (18) months from the time the reprimand was dated, provided there is no subsequent related reprimand or disciplinary action taken during the intervening period of time. Documents related to violation of the Drug and Alcohol Policy shall be retained for twenty-four (24) months but shall be considered to have been expunged after twenty-four (24) months absent a further violation. All other disciplinary documents shall be considered to have been expunged from the employee's personnel file at the end of three (3) years from the date of the disciplinary action, provided no other disciplinary action has been taken; in which case, the documents shall be considered to have been expunged three (3) years from the most recent disciplinary action.

Section 23.5. Documents that shall have been considered to be expunged pursuant to Section 23.4, shall be sealed in an envelope and not physically destroyed to comply with the Oregon Public Records Law and will be maintained by the Human Resources Department. Except as set forth below, such documents will not be used against an employee for the purpose of progressive discipline, but may be used in any civil or administrative proceedings. Employees may request for the expunged records to be removed from their file.

The City may also use such documents in arbitration proceedings only if the Union uses the argument that the City failed to be consistent in its disciplinary actions, lax enforcement of rules, make the employee aware of the policy or standard in question, or if the City discriminated against the employee. The City may also use such documents to show compliance with legal obligations if the Union or employee claims non-compliance with a legal obligation.