

12/12/19

Given Union:

TriMet's 2019 initial contract proposal
December 12, 2019
Article 1 Grievance Procedure

TriMet reserves the right to make additional proposals in any part of the contract at any time prior to its statutory Last Best Offer.

Any contract language currently in the WWA, which is not changed or removed during bargaining shall continue in the subsequent agreement.

Section 3 – ADJUSTMENT OF GRIEVANCES & ARBITRATION

Par. 1. It is ~~hereby~~ agreed that the properly accredited ~~officers-representative~~ of the District shall meet with the properly accredited officers of the Union on all grievances relating to any alleged violation of any provision of this Agreement or concerning the suspension, discharge, or other discipline of any employee covered by this Agreement (except during the employee's probationary period). All such grievances when filed by the Union or an employee shall be processed through the procedures ~~set out in Sections 3 and 4 of this Article below~~. ~~Effective August 1, 2012, the Union shall be responsible for paying its representatives in any step of the grievance procedure.~~

Par. 2. Should there be any dispute, complaint, or grievance of any employee or the Union, ~~herein collectively referred to as grievances~~, it must be presented by the ~~employee or the~~ Union to the Director of Labor Relations. For a suspension or discharge the notice must be no later than the 10th day after the day upon which the Union was notified of the action. ~~appropriate Department Director~~ All other grievances are due within thirty (30) days following either the occurrence out of which the grievance arose or from the first date the grievance could reasonably be assumed to have been known to the employee, whichever is later. Failure to present the grievance within ~~thirty (30) days~~ these timelines will be deemed is a waiver of the grievance.

Step 1

~~Such Grievances~~ shall be presented in writing to the Director of Labor Relations who shall forward it to the appropriate Department Manager or his/her designee ~~specifying the date of submission~~. A representative of the Union shall accompany the employee to meet with ~~the the District representative. appropriate Department Manager~~. If the Department Manager or his/her designee and the grievant are unable to arrive at a satisfactory settlement, the Department Manager or his/her designee will provide a written answer to the Union within twenty (20) ten (10) days after the date the grievance ~~was first presented~~ meeting was held. ~~To be timely, the Union must...~~

Step 2

~~...refer the grievance to the Department Director or his/her designee within ten (10) days of the Step 1 response.~~

a. ~~Within ten (10) days after the date of receipt of such written grievance, a meeting shall be scheduled between the Department Director or his/her designee and Union Representative.~~

b. ~~If the two are unable to arrive at a satisfactory settlement within ten (10) days after their initial meeting, the Department Director or his/her designee will provide a written answer to the Union within ten (10) days after the date the grievance was first presented. To be timely, the Union must...~~

Step 32

~~...If the Union does not accept the response provided by the District, the Union may elevate the grievance to arbitration. To be timely, the Union must ~~Submit~~ submit the grievance to the Director of Labor Relations requesting arbitration the Federal Mediation and Conciliation Service as provided in Paragraph 6 of this section within thirty (30) days of the date of the Union's receipt of the ~~s~~Step 1 answer decision.~~

Par. 3. Non-precedence setting settlements: The persons handling grievances ~~at each step~~ for the District and the Union shall have the authority to ~~finally~~ resolve the grievance ~~at that level~~, except no such settlement shall set a precedence, have any effect on or alter this Agreement, or be relied upon or presented in any future arbitration or Employee Relations Board process. For a settlement to set a precedence and have binding effect on the parties beyond settling the grievance, it must be executed as provided in Article 1, Section 1, Par. 4 b.

Par. 4. Optional Expedited Arbitration

The District and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- a. Both parties must mutually agree to expedite arbitration to resolve a specific grievance.
- b. The hearing shall be informal.
- c. No briefs will be filed.
- d. There will be no formal rules of evidence.
- e. Each party will have ~~one (1)~~ two (2) hour to present its case and one ~~half (1/2)~~ hour for cross-examination and rebuttal. Each case will be completed within three ~~(36)~~ hours or less.
- f. ~~The arbitrator must agree to hear a minimum of two (2) cases in any one (1) day. Both parties and the arbitrator may agree to consider more cases in any one day.~~
- g. The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event shall render a decision within forty-eight (48) hours after the conclusion of each hearing.
- h. The arbitrator's decision shall be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion.
- i. The arbitrator's decision shall be final and binding upon the parties. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
- j. No decision by an arbitrator in this expedited process shall be deemed to establish practice or any precedent for future proceedings.
- k. The fees of the arbitrator shall be borne equally by both parties.

~~Par. 5. Two (2) arbitrators shall be selected every 14 months during the term of this Agreement, to hear cases in the expedited arbitration process. By no later than 12 months of service, the Union and the District will begin selecting two (2) new arbitrators, such selection being completed before the 14 month terms of the incumbent arbitrators has~~

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~~expired. The parties may agree in writing to reappoint any incumbent arbitrator for an additional 14-month term. Hearings with the two (2) arbitrators will be scheduled on a rotating basis, i.e., if Arbitrator A is scheduled to hear two (2) or more cases on a particular day, Arbitrator B will be scheduled to hear the next group of cases, etc.~~

Par. 6. If the expedited arbitration procedure is not selected by the parties, the District and Union shall request a list and select an arbitrator from a list of seven (7) qualified arbitrators (Oregon and Washington residents only) provided by the Federal Mediation and Conciliation Service Employee Relations Board. If possible, this selection will be completed within ten (10) days of the receipt of the list by the parties. The decision of the impartial arbitrator shall be final and binding on both parties hereto. The fee, if any, of the impartial arbitrator shall be borne equally by both parties. All other expenses of arbitration, excluding legal fees, are to be divided equally between the parties.

Par. 7. It is expressly stipulated by and between the parties that any wage or other condition of employment and service that can be improved either for the District or the Union, and which is not expressly provided for herein shall be subject to presentation by the District or the Union at any time by giving thirty (30) days' notice, or less, if notice is waived, to be dealt with in supplemental agreements.

Section 4 – DISCIPLINE

Par. 6. If an employee claims to have been unjustly suspended or discharged during the term of this Agreement, ~~to be timely, the case must~~ they may file a grievance pursuant to Article 1 Section 3 of the agreement.

Step 1

~~...be referred in writing to the appropriate Department Director, or his/her designee, no later than the 10th day after the day upon which the Union was notified of the suspension or discharge pursuant to the provisions of Paragraphs 3 and 4 above, and shall be handled in accordance with the grievance procedures set forth in Section 3 of this Article.~~

~~**Par. 7.** The parties in Step 1, by mutual agreement in writing, may extend the time limit specified in Step 1 for a period not to exceed twenty (20) days.~~