

ARTICLE 20: GRIEVANCE PROCEDURE

Section A – Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting professional educators. Dismissal, non-renewal, and non-procedural evaluation grievances are not subject to the provisions of this article. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any professional educator having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

Section B – Definitions

1. A grievance is a claim based upon a difference of opinion concerning the interpretation or application or alleged violation of this Agreement **or Board policy.**
2. Grievant is the person or persons making the claim who has signed the grievance form. Grievances with multiple signatures will be accepted, but members who have signed shall not be considered representatives of other members who have not signed, although similarly situated. The Association may file grievances only to enforce rights granted by the Agreement to the Association as an entity, such as fair share, or to file a grievance when a member is unwilling to file and the rights of other members may be affected provided the unwilling member is notified. However, grievances under Articles 7: Assignments/Transfers, Article 8: Reduction in Force and Article 21: Evaluation must be filed by the affected member(s) and not by the Association.
3. **Representation is a McEA/OEA agent chosen by the grievant or another person of their choice. In addition to Association representation, the grievant may choose to have an additional support person in attendance.**
- ~~34.~~ All days in this article shall be considered licensed professional educator working days with the exception of initial filing period days which shall be District Office working days.

Section C - Timeline

Informal Process	15 days from incident or first knowledge of incident
Formal Written Grievance	5 days after informal process
Principal/Supervisor Conference.....	5 days after receiving written grievance
Written Decision	5 days after conference
Appeal to Superintendent or Designee	5 days after written decision
Superintendent or Designee Conference	5 days after appeal
Written Decision of Superintendent or Designee	5 days after conference
Appeal to School Board	5 days after Superintendent decision
Board Hearing	Next Regular Board Meeting (if requested within 7 days of the meeting)
Written Decision of Board	14 days after Board hearing
Appeal to Binding Arbitration.....	20 days after written decision

Section D - Procedure

1. Grievances shall be processed as rapidly as possible. The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limits can be extended only by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year.
3. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
4. Where two or more grievances have been filed by members similarly situated who alleged a violation of the same section (s) of the agreement and who allege the same or similar district actions as contract violations, the grievances will be consolidated upon mutual agreement of the parties at Step 1 (if all grievants are in the same building) or at Step 2 (if grievants are in different buildings).

Section E - Informal

The grievant will meet with his/her immediate supervisor, building principal or appropriate district-level administrator who made the decision to identify the problem and attempt to solve the problem in an informal manner within fifteen (15) working days of the date the grievant first had or should have reasonably had knowledge of the incident. The grievant shall identify the purpose of the meeting at the informal level of the grievance process. **The administrator shall notify the professional educator of their right to bring Association representation to any meeting involved in the grievance process.**

Section F - Formal

Step 1:

1. In the event the problem cannot be resolved by informal means within the fifteen (15) day period, the grievant may request a formal conference with his/her principal, immediate supervisor or appropriate district-level administrator who made the decision and submit the formal written grievance within five (5) working days of the conclusion of the informal process. The grievant shall present the grievance in writing, stating the following information:

- a. Name and position of the association member who is impacted.
- b. A detailed statement of the facts to substantiate the grievance, relevant dates and the persons involved.
- c. A statement identifying the contract provision **or Board policy** allegedly violated.
- d. The corrective action requested.
- e. The signature of the grievant.

2. The formal conference shall be held within five (5) working days after the grievant submits the written grievance and the principal or immediate supervisor shall render the decision and the reason or reasons therefore, in writing, within five (5) working days after the conference.

3. The grievant may be accompanied by an Association representative of his/her choice, who may be the spokesperson, and who may present his/her case. Either party may call witnesses who may give testimony directly bearing on the grievance. **Notice of witnesses will be provided a minimum of 24 hours prior to the meeting.**

Step 2:

1. The grievant may appeal the decision rendered by the immediate supervisor, building principal or appropriate District level administrator who made the decision to the Superintendent or designee. Such an appeal shall be filed within five (5) working days after the grievant receives a written decision as in Step 1. The grievance must furnish a copy of the written grievance and decision rendered as provided in Step 1, and a written objection to the decision rendered with a copy to the person last hearing the grievance.

2. The Superintendent or designee shall, within five (5) working days, set a date and time for an appeal conference, which shall be not more than ten (10) working days after the filing, and

notify the grievant, his/her representative and the building principal or immediate supervisor of the time and place.

3. The grievant may be accompanied by an Association representative of his/her choice who may be the spokesperson and who may present his/her case. Either party may call witnesses, **with 24 hour notice**, who may give testimony directly bearing on the case. A copy of the grievance shall be sent to the Association President and the Association shall be entitled to have ~~representative~~ **representation** attend and state the position of the Association at the Step 2 and Step 3 hearings.

4. Within five (5) working days after the conference the Superintendent shall render a written decision and the reasons thereof, sending copies to the grievant, his/her representative, and his/her principal or immediate supervisor.

Step 3: School Board

1. The grievant may appeal to the School Board the decision rendered by the Superintendent in the same manner as set forth in Step 2-A.

2. The School Board shall consider the written record and hear the appeal at the next regular meeting of the Board if the appeal is filed at least seven (7) working days prior to the Board meeting.

3. Otherwise the Board shall consider and hear the appeal at the next scheduled Board meeting. The hearing shall be held in closed session, when allowed under Public Meeting Law, unless the parties mutually agree to have the grievance held in open session.

4. The Board shall render a written decision and the reasons therefore within fourteen (14) working days. Step

4: Arbitration

1. If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within the time limits of the previous step (fourteen days after the Board hearing), the grievant may submit the grievance in writing to the Association:

a. Within five (5) days after the decision at Step Three,

b. Within twenty (20) days after receiving the written grievance, the Association may submit the grievance to arbitration.

2. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA Rules".)

3. Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, the Association shall make a request for a list of seven (7) Oregon or Washington arbitrators to the Employment Relations Board and those names shall be alternately stricken until an arbitrator is chosen.

4. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue the 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 proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

5. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to act upon any matter or condition not contained in this Agreement.

6. Expenses for the arbitrator services and the proceedings shall be borne equally. Each party shall be responsible for the costs of preparing and presenting its own case, including the compensation of its representatives and witnesses.

Section G - Disposition of Records

All documents, communications, and records of a formal grievance will be filed in the school district office separately from the personnel files.

Section H - Rights of Professional Educators

Any grievant may be represented at all stages of the grievance procedure by himself/herself, or with an Association representative of his/her choice. The Association shall have the right to be present and to participate fully at all formal stages of the grievance procedure.

Section I - Miscellaneous

1. Group Grievance: If a grievance affects a group or class of professional educators, the grievance may be submitted in writing to the Superintendent or designee directly following grievance procedures outlined above. The processing of such grievance shall be commenced at Step Two.
2. Cooperation: The District shall promptly furnish information or documents related to the grievance when requested by the Association in order to process the grievance in accordance with ORS 243.672 (1) (e).
3. All decisions of the formal grievance procedure shall be in writing setting forth the decision and the reasons therefore.
4. For professional educators who meet the definition of “teacher” under the provisions of ORS 342.815 (9) and pursuant to ORS 342.895 (5), a moratorium shall be placed on grievance timelines while a professional educator is on a program of assistance.

Section J - Reprisals

No reprisal of any kind shall be taken by either party against any party involved in a grievance procedure by reason of such participation.

Section K - Forms

Forms for processing grievances are included in the Appendix **or parties may use an agreed upon editable template in a shared online platform.**