

Association – An organization representing the licensed personnel, which has been elected by a majority vote of employees and certified as the employee organization pursuant to [Oregon Revised Statute \(ORS\) Chapter 243.650](#) et seq.

~~The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's Paid working daytime.~~

~~"Grievance" shall mean a complaint by an individual bargaining unit member, or a group of bargaining unit members, who that there has been to him, her (or them) claim a violation(s) or inequitable application(s) of any provisions of this contract.~~

~~"Grievant" is the person(s) who has the grievance and is presenting the grievance complaint, also referred to as the Complainant. The Grievant may be an individual and/or the Association.~~

~~"Immediate Supervisor" is the person who has District administrative or supervisory responsibilities over an employee the grievant in the area of grievance as stated in school board policy.~~

~~Association "Representative" is the a person who may speak for and/or advise a grievant or bargaining unit member(s).~~

~~The Parties - Medford School District (District), and the Medford Education Association (Association) and Southern Oregon Bargaining Council (SOBC).~~

~~Transfer: - A change in assignment from one (1) building to another or from one (1) secondary department to another.~~

~~Unit: - A unit description for layoff purposes only shall be District-wide employee grouping as follows:~~

- ~~a. A grade level: Elementary K-5, secondary 6-8, or 9-12, or K-12.~~
- ~~b. Specific license or job classification within the levels as required for the position.~~

~~Vacancy: – A situation where aAn unoccupied position previously held by a bargaining unit member is vacant and retained, or when a new unfilled position is created.~~

~~Group Grievance – a written grievance filed by two (2) or more bargaining unit members or the Association.~~

Article 5 Grievance

A. Definitions

- ~~1. "Grievance" shall mean a complaint by an individual bargaining unit member or a group of bargaining unit members that there has been to him, her (or them) a violation or inequitable application of any provisions of this contract.~~
- ~~2.1. "Grievant" is the person(s) who has the grievance and is presenting the complaint, also referred to as the Complainant. The Grievant may be an individual and/or the Association.~~
- ~~3.1. "Representative" is the person who may speak for and/or advise a grievant.~~
- ~~4.1. "Immediate Supervisor" is the person who has District administrative or supervisory responsibilities over the grievant in the area of grievance as stated in school board policy.~~
- ~~5.1. The term "days" when used in this article shall, except where otherwise indicated, mean the grievant's working days.~~

B. General Provisions

1. Participants
 - a. A grievant has a right to [Association](#) representation of their own choosing at each step of the grievance procedures.
 - b. If any member of the Association's Grievance Committee is a party to an individual rather than a group grievance, they shall not serve as the Association's grievance representative in the processing of such grievance.
 - c. Group Grievance - If, in the judgment of the Association, a grievance affects **two or**

~~more a group or class of~~ bargaining unit members, the Association shall submit the grievance at Step Two. If the matter is not resolved within ten (10) days, the matter may be submitted in writing to the Superintendent and the processing of such grievance shall commence at Step Three (3).

2. Rights and Responsibilities

- a. There shall be no restraint, interference, discrimination, or reprisal exerted on any bargaining unit member choosing to use these procedures for resolution of grievance.
- b. When a bargaining unit member is not represented by the Association, the Association shall have the right to be present and state its views at all stages.
- c. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- d. All documents, communications, and records of a grievance will be filed in the school District office separately from the personnel files. Failure at any step 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 step.
- e. Grievances need to include name(s) of the grievant(s), the affected areas of the contract, date of the event(s), a description of the circumstance(s), and the proposed remedy for the claim(s). If a group grievance is filed by the Association or a class of employees (i.e., counselors, third grade teachers, etc.) individual employee names are not be required, but the name of the class of employees will be required at the time of filing.
- f. In the course of investigating any grievance, representatives of the parties who need to contact an employee or student in school will contact the building supervisor of the building being visited, will state the purpose of the visit immediately upon arrival, and secure permission, provided permission shall not be unreasonably withheld.
- g. There will be no interruption of classroom and/or other school-sponsored activities during the grievance procedure.
- h. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- i. Financial responsibility: Each party shall pay any and all costs incurred by said party.

3. Processing Grievances

- a. Grievances shall be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level shall be considered a maximum.
- b. All parties should complete the grievance process by the end of the school year.
- c. Grievances will be processed after the regular workday or at other times which do not interfere with assigned duties unless mutually agreed upon.
- d. Problem Solving: The District and the Association may work together to resolve a problem claim without or prior to proceeding through the grievance procedure.
- e. The Parties may agree to hold the grievance timelines in abeyance with an agreed upon deadline.

C. ~~Initiating a Grievance and Timing Restrictions~~

~~1. The grievance process must be initiated within fifteen (15) days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, then the grievant must initiate action within the fifteen (15) days following knowledge of the cause or when grievant reasonably ought to have had knowledge of the cause, whichever is sooner. In failing to thus initiate action, they will be considered to have no grievance.~~

~~2. Problem Solving: The District and the Association may work together to resolve a problem without or prior to proceeding through the grievance procedure.~~

D.B. Specific Grievance Procedures

1. Step One: ~~Informal Meeting~~ Individual Written Grievance ~~with Supervisor~~

The grievance process must be initiated within twenty-five (25) days after the occurrence of the cause for the claim of a violation or inequitable application of this Agreement. However, if the grievant did not become aware of the occurrence until a later date, then the grievant must initiate the grievance process within twenty-five (25) days following knowledge of the cause or when the grievant reasonably ought to have had knowledge of the cause, whichever is sooner. In failing to thus initiate the grievance process they will be considered to have no grievance.

The grievant will first discuss the grievance with the Principal or immediate supervisor, either individually or through the Association grievance representative, or accompanied by an Association representative, with the objective of resolving the matter informally. If the matter remains unresolved, the grievant shall notify the supervisor in writing that the matter will be submitted to Step Two for resolution.

Step One: Group Grievance

A group grievance (filed by two or more employees or the Association on behalf of the group) will be filed in writing with the employees' immediate supervisor (Principal, if grievants work in the same building or their supervisor, if grievants are specialists in the same program).

If the group grievance consists of grievants who work in different buildings, levels, and/or work in different specialist positions, the written grievance will move directly to Step Two of the grievance process and be filed with Human Resources.

2. Step Two: Formal Meeting with Human Resources

- a. If the grievant is not satisfied with the disposition of the informal meeting-Step One process with the supervisor, the grievant may file a written grievance with Human Resources within five (5) days following the Step One discussion. This complaint grievance shall set forth ~~all~~ the grounds upon which the complaint grievance is based and the reasons why the grievant considered the previous decision rendered to be unacceptable. This shall include the Contract Article(s) the Grievant believes has been violated.
- b. ~~In the case of group grievances, or where the parties opt to have a meeting, w~~ Within five (5) days of Human Resources receiving the written complaint grievance, a representative from Human Resources will schedule the time and place of a meeting at a mutually agreed upon time (The grievant(s) and District may mutually agree not to meet at this Step). It is understood that if there are scheduling difficulties that both parties will work together to find an acceptable time and the initial attempt at scheduling will occur within five (5) days of receiving the written complaint grievance unless otherwise agreed.
- c. Human Resources shall communicate the decision in writing to the grievant and the Association within five (5) days of receipt of the written Step Two grievance, or within five (5) days of the formal meeting, whichever comes later.
- d. Within five (5) days of receipt of the decision rendered by Human Resources, or if no decision has been rendered within five (5) days after the grievance was delivered to Human Resources, or the meeting was held, whichever comes later, the grievant may amend the grievance and appeal in writing to the Superintendent.

3. Step Three: Appeal to the Superintendent

- a. The Superintendent or designee will meet with the grievant and/or Association Representative to discuss the resolution of the grievance within ten (10) days after receiving it. The Superintendent or designee must provide grievant and the Association

written notice of the time and place of the appeal at least five (5) days prior to the appeal. If a designee is used, that person shall not be the same person used in previous steps of the grievance process.

- b. Attendance at this appeal shall be limited to the grievant(s) and their representatives. Parties may elect to call witnesses who shall appear individually at the appeal.
- c. Within ten (10) days of the appeal, the Superintendent shall communicate to the parties a written decision, which shall include all supporting reasons known by the Superintendent at the time of making the decisions.

4. Step ~~Four~~Three: Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Step Three, they shall submit the grievance to arbitration within twenty (20) days of the written decision. If no decision has been rendered or no meeting occurred within the time limits of the previous step, the Association may submit the grievance for arbitration in writing to the District within thirty (30) days.
- b. 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").
- c. Within ten (10) days after the written notice of submission to arbitration, the Superintendent or designee 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. The Parties shall flip a coin to determine which party strikes first, and then those names shall be alternately stricken until an arbitrator is chosen.
- d. The arbitrator so selected will confer with the representatives of the District 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 hearing 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 the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.
- e. 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.
- f. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne by the losing party as declared by the Arbitrator. Any other expense incurred shall be paid by the party incurring same.
- g. The Association, for itself and for its bargaining unit members, agrees there will be no strike, work stoppage, slowdown, picketing, or observance of a picket line over issues that are or may be processed as grievances. Violation of this paragraph will be grounds for disciplinary action, including, but not limited to, discharge without discourse to the grievance procedure.
- h. The names of any witnesses who are proposed to be used during direct examination in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session. This shall exclude rebuttal witnesses.