

ARTICLE 6 GRIEVANCE PROCEDURES

A. Definitions

Grievance:

A grievance is a claim by the educator or the Association based upon a difference of opinion concerning the interpretation, application, or violation of this Agreement or established Board policy. The parties recognize there are two types of grievances:

- a. A contractual grievance is a claim by an educator or the Association based on the interpretation, application, or alleged violation of this Agreement. Such grievances can be appealed to arbitration as provided for herein.
- b. A policy grievance is a claim by an educator, a group of educators, or the Association based on the interpretation, application, or alleged violation of established Board policy. Such grievance can be appealed only through Level Three of the grievance procedure provided for herein.

Aggrieved Person:

The “aggrieved person” is the person, persons, or the Association making the claim.

Party in Interest:

The “party in interest” is either the person, persons, or Association making the complaint or the persons against whom the complaint is made.

B. Purpose

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 educators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The District and the Association agree that all employees shall have the unqualified right to file grievances and neither the Association nor the District may take any action against an employee as a result of the exercise of their right. Furthermore, no grievance documentation shall be maintained in an employee’s personnel file.

C. Procedure

1. Time Limits:

These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. However, time limits may be extended 5 additional days at any level, other than the initial filing period, with written notice to the other party. Any further extensions will be by written agreement of the parties.

2. Days:

“Days” shall mean any day throughout the calendar year when the District Office is open. At the request of either party, a grievance shall be held over until the following school year with the exception of the initial filing timeline.

3. Financial Responsibility:

Each party shall pay any and all costs incurred by said party. Arbitration costs shall be borne equally by both parties.

4. Resolutions:

A grievance shall be considered resolved if:

- a. The aggrieved receives a satisfactory resolution to their grievance, or
- b. They choose to withdraw the grievance in writing, or
- c. The aggrieved fails to appeal the grievance to the next level within the number of days allotted at that level, or otherwise fails to comply with the requirements of this procedure.

5. Representation:

Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or, at their option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

6. Bypassing Level 1:

It is recognized that in some cases the immediate supervisor may not be able to effectively deal with a particular grievance issue. Therefore, by prior written agreement of the parties, the aggrieved party may, within the time limit allowed for filing at Level One, bypass Level One and utilize Level Two, Superintendent of Schools, as the first step of the grievance procedure.

7. Form:

All grievances shall be filed on the established form (see Appendix C). At each step after filing, the original copy and the original of any attachments, shall be provided by the party filing or responding, as applicable, to the other party.

8. Meetings:

At Levels 1, 2, and 3, upon the request of either the aggrieved party or the District, a meeting shall be held to discuss the grievance.

D. Levels of Grievance

If the issue is not resolved at the lowest level, then implement the following:

LEVEL ONE: The aggrieved person(s)/Association shall present the grievance to their immediate supervisor in writing, and in person, upon the adopted form (Appendix C hereof), within 10 days of the occurrence, or within 10 days of the time when the grievant would reasonably have become aware of the occurrence giving rise to the grievance. In accordance with the requirements as outlined on the grievance form, the aggrieved shall explain the nature of the grievance, against whom it is leveled, and what the aggrieved would consider an equitable solution to the grievance. The aggrieved person shall also state that the grievance is either a contractual grievance or a policy grievance (Sections A, 1 a. and b., above). If the grievance is claimed to be a contract grievance, the aggrieved person shall also specify the particular Article(s), with Section(s) and the paragraphs thereof that they claim have been violated. If the grievance is claimed to be a policy grievance, the aggrieved person shall also specify the specific School Board policy that they claim has been violated. From the date of the aggrieved's initial presentation of the grievance, the immediate supervisor shall have 10 days to respond to the grievance by completion of the applicable blanks of the grievance form.

LEVEL TWO: If the aggrieved person(s)/Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within 10 days after the presentation of the grievance at Level One, the aggrieved

person(s)/Association shall submit the grievance to the Superintendent of Schools by forwarding the grievance form, with the applicable blanks completed, within 10 days of receipt of the Level One response, or within 10 days of submission of the Level One Grievance, whichever shall occur first. The Superintendent or their designee shall have 10 days to respond to the grievance in writing.

LEVEL THREE: If the aggrieved person(s)/Association is not satisfied with the Level Two response, or if there is no response, the aggrieved person(s)/Association shall submit the grievance to the Board within 10 days of receipt of the Level Two answer or within 20 days of submission at the Level Two step, whichever shall occur sooner, by submissions of a copy of the grievance form with the applicable blanks completed. The Board shall determine at its next scheduled meeting whether or not to hear the grievance. If the Board elects to hear the grievance, this will occur at or before the date of the next scheduled Board meeting. The Board shall have five days following the hearing to respond to the grievance in writing.

LEVEL FOUR: If the aggrieved party is not satisfied with the Board's response (or the Level Two response if the Board elects to not hear the grievance appeal), and if the grievance is a contract grievance, the Association shall have the right to have the matter submitted to binding arbitration. A written notice of submission to binding arbitration on the adopted grievance form shall be forwarded to the Superintendent's office no later than 10 days after the aggrieved has received the Board's decision or notice that the Board will not hear the contract grievance. In the event the aggrieved party has not received a response within five days of the Board meeting specified in Level Three above, the Association shall have 15 days from the date of the Board meeting in which to provide the notice of submission to arbitration. The parties shall have 10 days from the date of District receipt of written notification from the Association of its desire to arbitrate the grievance, to meet or confer in an effort designate a mutually agreeable arbitrator, and 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 and the District shall select and arbitrator by alternately striking names from a list of seven arbitrators

provided by the Employment Relations Board. The party to strike the first name shall be determined by lot. The parties shall jointly notify the arbitrator of their selection. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings. They shall issue their decision no later than 20 days from the date of the close of the hearing. The arbitrator's decision shall be in writing, and shall set forth their findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision that requires the modification of any terms or conditions of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any manner not specifically and expressly provided for herein. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.