

Provision:	Article IX, Section 3 (NEW); Section 4	Title:	Time Limits; Step 3
Presentation:	Fifth (Fourth 8/9/24, Third 8/8/24, Second 6/20/24, First 5/30/24; Supposal 5/16/24) (CEA 6/13/24, 8/8/24, 8/9/24)	Date:	8/13/2024

District Proposed 8/13/24:

Section 3(NEW) Time Limits

If the grievant fails to file a grievance or appeal according to the timeline described below, the grievance may not be pursued any farther. If the District fails to meet a timeline, the grievant may proceed to the next step of the procedure. The time limits will be strictly observed but may be extended by agreement of the parties. If a grievance process runs beyond the end of the school year, the grievant may elect to proceed through the steps and utilize business days rather than student days as defined in Section 2. Either the grievant or the Association will notify the Human Resources Director by email by the end of the day on the last day of school of their intention to continue the process during the summer months.

Section 34 Procedure

STEP 1

- A. The parties involved acknowledge that it is usually most desirable for any employee and ~~his~~-their immediately involved supervisor to resolve problems through free and informal communications.
- B. Within 15 student days following knowledge of the act or condition which is the basis of the complaint, the grievant must present the grievance in writing on a Grievance Report Form (District Form No. 510) to his immediate supervisor. (See Appendix F.)
- C. The supervisor will arrange a meeting to take place within 5 student days after receipt of the grievance. The grievant and/or ~~his/her~~their representative and the supervisor will be present for the meeting.
- D. The supervisor will provide the aggrieved party and/or ~~his/her~~their representative with a written decision on the grievance within 5 student days of the meeting. Such decision will include the reasons upon which it is based.

STEP 2

- A. If, within 5 student days, the grievant is not satisfied with the disposition of ~~his/her~~their grievance at Step 1, or if no decision has been rendered within 5 student days after Step 1, part C, then the grievance may be appealed to the Superintendent or ~~his/her~~their official designee. The Association and the District may mutually agree to have this step heard by the Labor/Management Committee. In all cases, however, the Step 2 decision will be made by the Superintendent or ~~his/her~~their official designee. Grievant will use Step 1, Section E on the Grievance Report Form for ~~his/her~~their appeal.
- B. The Superintendent will arrange for a hearing with the grievant and/or ~~his/her~~their representative to take place within 10 student days of ~~his/her~~their receipt of the appeal.
- C. Any employee involved in a grievance will have the right to be represented by legal counsel and to call any witnesses ~~he/she~~they deems necessary to develop facts pertinent to the grievance.
- D. Upon conclusion of the hearings, the Superintendent will have 5 student days to provide ~~his/her~~their written decision, together with the reasons for the decision, to the grievant and/or ~~his/her~~their representative. The Superintendent will provide ~~his/her~~their written decision by use of Step 2 on the Grievance Report Form.

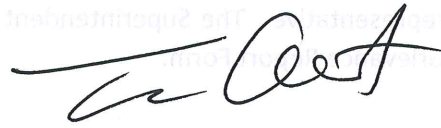
STEP 3

- A. If the Association is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within 5 student days of Step 2D, the Association may request in writing within 15 student days that the grievance be submitted to binding arbitration. If this notice is not submitted to the Superintendent within the 15 day limit, the grievance will be deemed withdrawn. Any questions as to

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whether the grievance can be arbitrated will first be ruled upon by the arbitrator selected to hear the grievance.

- B. If the Superintendent and the Association are unable to agree upon an arbitrator or to obtain a commitment to serve within the 20 student day period, a request for a list of arbitrators may be made by either party to the American Arbitration Association to provide a list from which to select an arbitrator.
 - C. The parties agree to use the expedited rules of the American Arbitration Association as modified by the terms of this procedure.
 - D. The arbitrator will be chosen by the Superintendent and Association by alternately striking one name at a time from the list. The first to strike a name will be determined by lot. The arbitrator whose name remains on the list will serve for that grievance.
 - E. Neither party will be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party in connection with the grievance at Step 2.
 - F. The arbitrator selected will confer with the representatives of the Superintendent, the grievant and/or his/her/their representative. He/She/They will hold any hearings promptly and will issue his/her/their decision not later than 20 student days from the date of the close of any hearing; or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and set forth his/her/their findings of fact, reasoning and conclusions, on the issues submitted, and will make a written report of his/her/their findings of fact and decisions, including the basis in law, if any, for such decisions to the District, the Association, and the grievant within 20 student days after the final hearing is concluded. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator will have no power or authority to rule on any matter involving the content of employee evaluations. The decision of the arbitrator will be submitted to the District and the grievant and/or his/her/their representative and will be final and binding upon the parties.
 - G. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her/their travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- No party at interest in any grievance proceeding will be discriminated against because of his/her/their use of the grievance procedure.
- Grievance investigation and handling will not interfere with classroom instruction.
- H. The Association will reimburse the District for the cost of substitutes when bargaining unit members are required by the Association to be in attendance during class time at arbitration hearings.

Meredith Lemelin 

8/13/24

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