

PTA Proposal X5

Grievance Procedure

Presented by Pembroke Teachers Association on Wednesday, February 11, 2025

The Pembroke Teachers Association proposes the following changes to Article III Grievance Procedure:

ARTICLE ~~III~~ **3**

GRIEVANCE PROCEDURE

- A. Definition: For the purpose of this Agreement, a grievance shall be defined as a complaint between the **Employer-District** and the Association and/or any **employee Member** involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.
- B. Time Limits
1. All time limits herein shall consist of calendar days unless otherwise specified, exclusive of legal holidays.
 2. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing.
 3. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.
 4. A grievance not initiated within the time specified shall be deemed waived.
 5. Failure of the Association to appeal a decision within the time limit specified shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.
 - a. **Such decision shall not be precedent-setting.**
 - b. **If the violation persists, the Association may reinstate the grievance at the appropriate initial level.**
 6. Failure of the **District or** School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately.
 7. The above limitations may be waived by mutual agreement of the parties.
- C. Level One:
1. A ~~teacher or nurse~~ **Member** with a grievance ~~will-shall~~ present it, in writing to ~~his/her their~~ **Principal or Supervisor** ~~either directly or~~ through the Association

within thirty (30) days from the date of the alleged violation or from the date when the grievant or the Association should have reasonably become aware of said alleged violation. ~~In the event that the teacher is not directly responsible to an individual Principal, then he/she will present it to his/her immediate supervisor.~~

2. The written grievance shall be submitted via email and shall include the following:
 - a. The name of the authority to whom the grievance is addressed.
 - b. The date of the grievance.
 - c. The nature of the alleged contract violation(s) resulting in the grievance.
 - d. The article(s) and section(s) of the contract alleged to have been violated.
 - e. The name(s) of the aggrieved member(s) or class of members.
 - f. The terms of the remedy or remedies sought.
3. The Principal or Supervisor shall respond within one (1) day to acknowledge receipt of the grievance.
4. The Principal or Supervisor shall set a date and time for the grievance to be heard no later than five (5) school days after receipt of the grievance. This timeframe may be extended by mutual agreement of the parties.
5. If the grievance shall be heard during the work day, the District shall provide paid leave from work duties for the grievant(s), their Association representative(s), and their witness(es).
6. Decision
 - a. The Principal or Supervisor shall render their decision in writing no later than five (5) days after the hearing of the grievance.
 - b. The written decision shall set forth the decision, the reasons therefore, and any remedial action to be taken within a specific timeframe.
 - c. Such written decision shall be sent via email to the grievant(s) and the Association building representative(s), the PTA Chairperson for the PTA Committee for Professional Rights and Responsibilities, and the PTA President.¹

D. Level Two:

¹ This proposed language (6.a, 6.b, 6.c) and its recurrence at Levels Two and Three of the Grievance Procedure obviates the need for item G.9 below.

1. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association within ~~ten (10)~~ five (5) school days after the hearing at Level ~~I~~ One, the Association may present the grievance, to the Superintendent in writing, ~~using the form attached hereto~~, following the same requirements outlined in section C.2 of this article ~~to the Superintendent~~.
2. The Superintendent shall respond within one (1) day to acknowledge receipt of the grievance.
3. The Superintendent shall set a date and time for the grievance to be heard no later than five (5) school days after receipt of the grievance. This timeframe may be extended by mutual agreement of the parties.
4. If the grievance shall be heard during the work day, the District shall provide paid leave from work duties for the grievant(s), their Association representative(s), and their witness(es).
5. Decision
 - a. The Superintendent shall render their decision in writing no later than five (5) days after the hearing of the grievance.
 - b. The written decision shall set forth the decision, the reasons therefore, and any remedial action to be taken within a specific timeframe.
 - c. Such written decision shall be sent via email to the grievant(s) and the Association building representative(s), the PTA Chairperson for the PTA Committee for Professional Rights and Responsibilities, and the PTA President.

E. Level Three:

1. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association within ~~ten (10)~~ five (5) school days after the hearing at Level II, the Association may present the grievance, in writing, ~~using the form attached hereto~~, to the School Committee.
2. The grievance filed at Level ~~III~~ Three shall be the same grievance filed at Level II.
3. The School Committee Chairperson or their designee shall respond within one (1) day to acknowledge receipt of the grievance.
4. The School Committee Chairperson or their designee shall set a date and time for the grievance to be heard no later than thirty (30) days after receipt of the grievance. This timeframe may be extended by mutual agreement of the parties.

5. If the grievance shall be heard during the work day, the District shall provide paid leave from work duties for the grievant(s), their Association representative(s), and their witness(es).

6. Decision

a. The School Committee shall render their decision in writing no later than ten (10) days after the hearing of the grievance.

b. The written decision shall set forth the decision, the reasons therefore, and any remedial action to be taken within a specific timeframe.

c. Such written decision shall be sent via email to the grievant(s) and the Association building representative(s), the PTA Chairperson for the PTA Committee for Professional Rights and Responsibilities, and the PTA President.

F. Level Four:

1. If the grievance is not resolved to the satisfaction of the Association within ~~thirty (30)~~ ten (10) school days after the hearing at Level Three, it may be referred for arbitration by the Association to an Arbitrator selected in accordance with the procedures of the American Arbitration Association.

2. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing with the American Arbitration Association.

3. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Paragraph A of this Article, and ~~he/she they~~ shall have no power to add to, to subtract from, or modify in any way the terms of this Agreement.

4. The Arbitrator ~~will~~ shall be without power or authority to make any decision or award violative of case law or the statutory law of the Commonwealth of Massachusetts or of the United States, or which requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement.

5. For such matters as have been specifically excluded from the grievance and arbitration procedure, the arbitrator shall not be permitted to hold hearings or take evidence.

6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.²

G. General Provisions:

² This is existing language, moved from the General Provisions of this article.

1. The Association shall have the right to use in its presentation of any level of this grievance procedure, any representative or representatives of its own choosing.
2. If at any grievance level there is no response or hearing held within the agreed timelines, the Association may proceed to the next level of the Grievance Procedure.
- ~~2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.~~
3. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level, in accordance with the grievance procedure.
4. Provided the parties to this Contract agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to Level Three.
5. No discrimination of any kind will be taken by the School Committee or the School Administration against any ~~teacher or nurse~~ Member because of ~~his/her~~ their participation in this Grievance Procedure.
6. The School Committee and the Administration ~~will~~ shall cooperate with the Association in its investigation of any grievance.
7. All documents, communications, and records dealing with the processing of a grievance ~~will~~ shall be filed separately from the personnel files of the participants.
8. If, in the judgment of the Association, a grievance affects a group or class of ~~teachers or nurses~~ Members, the Association may submit such a grievance, in writing, to the Superintendent directly, and the processing of such grievance ~~will~~ shall be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
- ~~9. All decisions rendered at Levels One, Two, and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and/or the Association.~~
10. The decision of the ~~p~~PPrincipal, subject to review and approval of the Superintendent or ~~his/her~~ their designee, involving the assignment, transfer, or promotion of a ~~teacher or nurse~~ Member, and the decision of the School Committee on any questions of educational policy shall not be subject to Arbitration.
11. For the purpose of processing grievances during the summer, days shall be computed based solely upon weekdays; i.e., Monday through Friday, with legal holidays excluded.

12. If, in the judgment of the Association, a grievance affects either a group or class of ~~teachers~~ Members, the processing of the grievance may be commenced by the Association at Level Two.
13. If a grievance is filed in response to some action taken by the Superintendent or Assistant Superintendent, it shall be instituted at Level Two.
14. If a grievance is filed in response to some action taken by the School Committee, it shall be instituted at Level Three.
15. In either instance, the grievance shall be instituted within ~~twenty (20)~~ thirty (30) school days from the date of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation.

H. This Article shall apply to ~~Unit B~~ all units.

**~~PEMBROKE SCHOOL SYSTEM~~
~~PEMBROKE, MASSACHUSETTS~~
~~GRIEVANCE FORM~~**

~~TO-Date~~

~~GRIEVANCE: (State the nature of the grievance and Articles and Sections of the Agreement which have been violated.)~~

~~RELIEF SOUGHT: (State the relief sought.)~~

~~Copies to 1. Management Representative~~

~~2. Grievant~~

~~3. Association~~

~~SIGNED: (Association Representative)³~~

³ The format of a grievance having been detailed in the language of this article, there is no need for a form and grievances shall be submitted in the form of a letter or email including all the necessary components of a grievance (See item C.2).