

**SAINT PAUL PUBLIC SCHOOLS  
PROPOSAL 26T  
ARTICLE 17  
07/30/2025**

**Licensed Contract  
GRIEVANCE PROCEDURE**

RATIONALE: Currently, teachers have 20 days to file a grievance and the district has 5 days to respond to the grievance. The five (5) response days in level two is often not enough time to do the appropriate research, involve the right parties and formulate a response.

**ARTICLE 17. GRIEVANCE PROCEDURE  
SECTION 7. ADJUSTMENT OF GRIEVANCES**

Level One Before any written grievance is submitted, the teacher may meet informally with the principal or immediate supervisor in an attempt to resolve the grievance. The Federation building steward or other Federation representative may be present at such discussion.

Level Two If the grievance is not settled at Level One, the grievance shall be reduced to writing and shall include specific reference to that section of this Agreement allegedly violated. The written grievance shall be submitted by the Federation to the principal or immediate supervisor within twenty (20) after the occurrence of the incident giving rise to the grievance. The decision at this level shall be communicated in writing to the grievant within ~~five (5)~~ **10 days** after receipt of the grievance.

Level Three If the grievance is not resolved at Level Two, the grievance shall be submitted within seven (7) days after receipt of said decision to the Superintendent. Within seven (7) days after receipt of the grievance, the Superintendent shall meet with the grievant to attempt to resolve the dispute. The grievant shall be given at least two (2) days' notice of the meeting. Within seven (7) days after such meeting, the Superintendent shall communicate his decision in writing to the grievant.

Level Four Arbitration. If the grievance is not resolved at Level Three, arbitration of the dispute may be requested by the Federation and utilized subject to the following provisions:

- a) Request. The request to submit a grievance to arbitration shall be made in writing to Superintendent within ten (10) days after receipt of the Level Three decision.
- b) Selection of Arbitrator. Within ten (10) days after receipt of the request for arbitration, the Superintendent and the Federation shall meet to select an arbitrator. If agreement on an arbitrator is not reached at this meeting, the Federation may request a list or panel of arbitrators from B.M.S., provided such request is made within ten (10) days after the meeting. Within five (5) days after the receipt of the B.M.S. list, the Superintendent and the Federation shall meet for the final selection of the arbitrator which shall be made from the submitted B.M.S. list by the alternate striking of listed names until only one name remains, provided, however, that the parties may mutually agree on a different method of selecting an arbitrator from the B.M.S. list.

c) Hearing. Upon appointment, the arbitrator shall schedule a hearing de novo at which the Superintendent and the Federation have the right to representation as they may choose and the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the grievance before the arbitrator. The arbitrator shall not be bound by formal rules of evidence. Not more than one grievance before the arbitrator shall be heard by the arbitrator at one time.

d) Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Board and of teachers.

e) Decision. The decision by the arbitrator shall be requested to be rendered within 20 days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his decision shall be binding on the parties subject to the conditions and limitations in PELRA.

f) Expenses. The Superintendent and the Federation shall share equally the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring the expense, except that by mutual agreement, the parties may share any such expenses.