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ARTICLE 24 GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A claim by an employee or group of employees based on the interpretation or violation of this Agreement. (The Board maintains a separate "Complaint Procedure" for resolution of all issues involving Board policy).
2. Grievant: The employee, group of employees or the Association who alleges a violation of this agreement.
3. Days: Working days. Weekend or vacation days are thus excluded.
4. Immediate Supervisor: The individual who has the administrative authority to resolve the grievance.
5. Employee: Any member of the bargaining unit.

B. General Provisions Related to Grievance Procedures

1. Whenever possible, grievances will not be heard during the working hours of the grievant. However, should investigation or processing of any grievance require that an employee be released from their regular assignment, the employee shall be excused without loss of pay or benefits.

2. The Board acknowledges the right of the grievant to have the Association representative and/or legal counsel present in the processing of a grievance at all levels, and no employee may be required to discuss any grievance without such representation and/or counsel.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed in the grievance file, which shall be maintained apart from the personnel file, along with any statement the employee may wish to make.

4. The number of days indicated at each step shall be considered as maximum. Time limits may be extended by mutual consent of both parties. The parties shall make every reasonable effort to expedite the processing of grievances filed near the end of the school year.

5. Procedures may terminate at any level if the grievant so indicates in writing or fails to pursue their complaint within the specified time limit. Such termination shall not establish precedent for future grievances.

6. The Association may be present at all levels of the grievance procedure.

7. In accordance with the Association's responsibilities to provide fair representation for all employees, at the Association's request the District will provide to the Association information needed to process each grievance, providing the Association will pay the cost of preparing materials not readily available.

8. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reasons of participation.

9. Once the grievance is settled, employees may request a meeting with the supervisor to discuss the provisions of the resolution related to the grievance. The employee has the right to representation.

C. Levels of Grievance Procedures

1. Informal Discussion: Within 30 ~~(thirty)~~ days of the time the grievant first had knowledge, they will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally. The grievant will identify this informal discussion as a grievance at the beginning of the meeting with the immediate supervisor. The immediate supervisor will communicate their decision within 10 ~~(ten)~~ days of the informal discussion.

2. Level One: If the grievant is not satisfied with the disposition of their grievance, they may file a written grievance with their immediate supervisor. If the written grievance is not

filed within 10 (ten) days after the informal decision, the grievance shall be considered as waived. This written grievance shall set forth the specific grounds upon which the grievance is based, the contract clauses involved, and the remedy requested. The immediate supervisor shall communicate their decision in writing within 10 (ten) days to the grievant.

3. Level Two: If the grievant is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within 10 (ten) days after the written grievance was delivered to the immediate supervisor, the grievant or the Association may within 10 (ten) days submit the grievance in writing to the Director of Human Resources. This written grievance shall set forth the specific grounds upon which the complaint is based, the contract clauses involved and the remedy requested. The Director of Human Resources or their designee shall communicate their decision in writing within 10 (ten) days to the grievant.

4. Level Three: If the grievant is not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered within 10 (ten) days after the grievance was delivered to the Director of Human Resources, the grievant may, within 10 (ten) days request in writing that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within 15 (fifteen) days after receipt of a request by the grievant. A copy of such request shall be delivered to the District.

a. Within 10 (ten) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board (ERB) by the Association. The parties shall select an arbitrator from the ERB list within 10 (ten) days of receipt of the list.

The parties shall then be bound by the rules and procedures of ERB. The arbitrator so elected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this Agreement and determine if it has been violated.

- b. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding on both parties.

D. General Provisions Related to Arbitration

1. 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 shall be borne equally by the parties.
2. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
3. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of and failure to do so shall preclude resort to such other remedies.