

Article 5 Grievance

A. Definitions

1. "Grievance" ~~shall mean a~~ An complaint allegation by an individual bargaining unit member or a group of bargaining unit members ~~that there has been to him, her (or them) who claim~~ a violation(s) or inequitable application of any provisions of this contract.
2. "Grievant" is the person(s) who has the grievance and is presenting the claim(s) ~~complaint, also referred to as the Complainant~~. The Grievant may be an individual and/or the Association.
- 2.3. "Group Grievance" a written grievance filed by two (2) or more bargaining unit members or the Association.
- 3.4. "Association Representative" is the person who may speak for and/or advise a grievant or bargaining unit member.
- 4.5. "Immediate Supervisor" ~~is the a~~ is the a person who has District administrative or supervisory responsibilities over an employee ~~the grievant in the area of grievance as stated in school board policy.~~
- 5.6. The term "days" a scheduled work period within the licensed employee calendar except where otherwise indicated ~~when used in this article shall, except where otherwise indicated, mean the grievant's working days.~~

B. General Provisions

1. Participants
 - a. A grievant has a right to Association representation of their own choosing at each step of the grievance procedures.
 - b. If any member of the Association's Grievance Committee is a party to an individual rather than a group grievance, they shall not serve as the Association's grievance representative in the processing of such grievance.
 - c. Group Grievance - If, in the judgment of the Association, a grievance affects a group or class of two or more bargaining unit members, the Association shall submit the grievance at Step Two. If the matter is not resolved within ten (10) days, the matter may be submitted in writing to the Superintendent and the processing of such grievance shall commence at Step Three (3).
2. Rights and Responsibilities
 - a. There shall be no restraint, interference, discrimination, or reprisal exerted on any bargaining unit member choosing to use these procedures for resolution of grievance.
 - b. When a bargaining unit member is not represented by the Association, the Association shall have the right to be present and state its views at all stages.
 - c. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
 - d. All documents, communications, and records of a grievance will be filed in the school District office separately from the personnel files. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
 - e. Grievances need to include name(s) of the grievant(s), the affected areas of the contract, date of the event(s), a description of the circumstance(s), and the proposed remedy for the claim(s). If a group grievance is filed by a class of employees (i.e.: counselors, third grade teachers, etc.) individual employee names are not required, but the name of the class of employees will be required at the time of filing.
 - f. In the course of investigating any grievance, representatives of the parties who

A group grievance (filed by two or more employees or the Association on behalf of the group) will be filed in writing with the employees' immediate supervisor (Principal, if grievants work in same building or their Supervisor, if grievants are specialists in the same program)

If the group grievance consists of grievants who work in different buildings, levels, and/or work in different specialist positions, the written grievance will move directly to Step Two of the Grievance process and be filed with Human Resources.

2. Step Two: Formal Meeting with Human Resources

- a. If the grievant is not satisfied with the disposition of the ~~informal meeting Step One process with the supervisor~~, the grievant may file a written grievance with Human Resources within five (5) days following the Step One discussion. This ~~complaint claim grievance~~ shall set forth ~~all~~ the grounds upon which the ~~complaint grievance~~ is based and the reasons why the grievant considered the ~~previous~~ decision rendered to be unacceptable. This shall include the Contract Article(s) the Grievant believes has been violated.
- b. ~~In the case of group grievances, or where the parties opt to have a meeting,~~ Within five (5) days of Human Resources receiving the written ~~complaint grievance~~, a representative from Human Resources will schedule the time and place of a meeting at a mutually agreed upon time ~~(The grievant(s) and District may mutually agree not to meet at this Step)~~. It is understood that if there are scheduling difficulties that both parties will work together to find an acceptable time and the initial attempt at scheduling will occur within five (5) days of receiving the written ~~complaint grievance~~ unless otherwise agreed.
- c. Human Resources shall communicate the decision in writing to the grievant and the Association within five (5) days of receipt of the written Step Two grievance, or within five (5) days of the formal meeting, whichever comes later.
- d. Within five (5) days of receipt of the decision rendered by Human Resources, or if no decision has been rendered within five (5) days after the grievance was delivered to Human Resources, or the meeting was held, whichever comes later, the grievant may amend the grievance and appeal in writing to the Superintendent.

3. Step Three: Appeal to the Superintendent

- a. The Superintendent or designee will meet with the grievant and/or Association Representative to discuss the resolution of the grievance within ten (10) days after receiving it. The Superintendent or designee must provide grievant and the Association written notice of the time and place of the appeal at least five (5) days prior to the appeal. If a designee is used, that person shall not be the same person used in previous steps of the grievance process.
- b. Attendance at this appeal shall be limited to the grievant(s) and their representatives. Parties may elect to call witnesses who shall appear individually at the appeal.
- c. Within ten (10) days of the appeal, the Superintendent shall communicate to the parties a written decision, which shall include all supporting reasons known by the Superintendent at the time of making the decisions.

4. Step Four: Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Step Three, they shall submit the grievance to arbitration within twenty (20) days of the written decision. If no decision has been rendered or no meeting occurred within the time limits of the previous step, the Association may submit the grievance for arbitration in writing to the District within ~~thirty (30)~~ days.
- b. The arbitration will be conducted in accordance with the Voluntary Labor Arbitration "Rules of the American Arbitration Association" in effect at the time (hereinafter referred to as the "AAA Rules").
- c. Within ten (10) days after the written notice of submission to arbitration, the