

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of bargaining unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

16.2 Definitions:

16.2.1 Grievance: A grievance is an allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this Agreement.

16.2.2 Grievant: A grievant is the bargaining unit member or members making the claim. The ASSOCIATION may file as the grievant when it determines that there is a grievance.

16.2.3 Immediate Supervisor: The immediate supervisor is the DISTRICT designated management employee having immediate jurisdiction over the grievant or who has been designated to adjust the grievance.

16.2.4 Respondent: A respondent is the party named by the grievant or the ASSOCIATION as being responsible for the alleged violation.

16.2.5 Day: A day is a day in which the grievant is scheduled to render service to the DISTRICT. The grievant and DISTRICT may agree to meet during vacation or the summer in an effort to resolve the grievance.

16.3 Procedure:

The grievance must include the following information on the appropriate form:

- a. a statement of the steps initiated by the grievant to resolve the problem at the informal level;
- b. the specific article and section of the written Agreement alleged to have been violated;
- c. a listing of the specific action and events alleged to result in the violation. The listing shall include the names of all persons involved, the times, places and events in which each person so named was involved, and the specific manner in which the written Agreement has been violated.
- d. a statement of reasons why the specific actions identified in section (c) are claimed to be in violation of the written Agreement;
- e. a listing of the specific actions which the grievant desires that the District take to remedy the grievance.

16.3.1 Informal Level:

- a. Within ten (10) days from the occurrence of the act(s) or the act(s) of omission giving rise to the grievance and before filing a formal grievance, or within ten (10) days from when the grievant could reasonably be expected to know of the event(s) which give rise to the grievance and before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her

ARTICLE 16 – GRIEVANCE PROCEDURE

immediate supervisor or respondent. The grievant shall have the right to be accompanied by an ASSOCIATION representative.

- b. The Immediate Supervisor or Respondent shall communicate a decision to the grievant and the ASSOCIATION within five (5) days after the conference.

16.3.2 Level One: Immediate Supervisor or Respondent

- a. If the grievant does not receive a communication from the Informal Level within five (5) days or is not satisfied with the decision received, he/she may file the grievance on the approved form with the Immediate Supervisor or Respondent. The grievant shall have ten (10) days to file.
- b. A conference shall be held within five (5) days of receiving the Level One Grievance between the grievant, and either the Immediate Supervisor or Respondent. The grievant shall have the right to be accompanied by an ASSOCIATION representative.
- c. The Immediate Supervisor or Respondent shall communicate a written decision to the grievant and the ASSOCIATION within ten (10) days after receiving the Level One Grievance. If the Immediate Supervisor or Respondent does not respond within the time limit, the grievant may appeal to the next level.

16.3.3 Level Two: Superintendent or Designee

- a. If the grievant does not receive a written response from Level One within ten (10) days or is not satisfied with the decision received, he/she may file the grievance on the approved form with the Superintendent or his/her designee. The grievant shall have ten (10) days to file.
- b. A conference shall be held within five (5) days of receiving the Level Two Grievance between the grievant, and either the Superintendent or his/her designee. The grievant shall have the right to be accompanied by an ASSOCIATION representative.
- c. The Superintendent or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) days after receipt of the grievance. If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next level of the grievance procedure. If the grievant and/or the ASSOCIATION is not satisfied with the disposition of the grievance, the grievance may be appealed to Level Three.

16.3.4 Level Three: Arbitration

- 16.3.4.1 If the grievant does not receive a written response within ten (10) days after he/she has met with the Superintendent or his/her designee or is not satisfied with the decision received of his/her grievance at Level Two the grievant may, within ten (10) days after a decision by the Superintendent or his/her designee, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from

ARTICLE 16 – GRIEVANCE PROCEDURE

the grievant may submit the grievance to arbitration. If any question arises as to whether or not the grievance can be arbitrated, such a question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the validity of the grievance.

16.3.4.2 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

16.3.4.3 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.

16.3.4.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

16.4 Rights of Teachers to Representation :

16.4.1 No Reprisals: No reprisal of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

16.4.2 Association Representation and Rights: A bargaining unit member may be represented at all levels, including the informal level of the grievance procedure, by himself/herself or, at his/her option, by a representative selected by the Association or its representative. The Association shall have the right to be present and to state its views at all levels of the grievance procedure.

16.5 Miscellaneous :

16.5.1 Exception to Level One: If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the Association directly, and the processing of such grievance will be commenced at Level Two.

16.5.2 Procedure for Decisions: Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.5.3 Timing of Appeals: Time limits for appeal provided in each Level shall begin the day following receipt of a written decision by the parties in interest.
- 16.5.4 Release Time: Whenever possible, grievance conferences shall be scheduled after the regular work day, but if this is not possible, reasonable release time shall be granted to the grievant and the Association Grievance Representative for the purposes of attending Level One, Two, or Three conferences.
- 16.5.5 Separate Grievance File: All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 16.5.6 Grievance Forms: Forms necessary for implementation of this procedure will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association, so as to facilitate operation of the grievance procedure. (See Appendix C – Forms) The costs of preparing such forms shall be borne by the District.