

1 **ARTICLE 4 - GRIEVANCES**

2 **4.1** **Definitions:** - A "grievance" is an allegation by a unit member or the Association
3 that he/she has been adversely affected by a violation, misinterpretation, or
4 mis-application of the specific provisions of this Agreement that has not been resolved
5 through informal discussion with the site administrator or immediate supervisor. The
6 term "grievant" shall include either the unit member or the Association, whichever is
7 applicable.

8 **4.1.1** - "Days", for the purpose of this Article, will mean regular working days
9 when the District Office is open for business.

10 When used hereinafter the words "unit member" shall mean employees
11 within the bargaining unit covered hereby unless otherwise stated.

12 The "immediate supervisor" is that administrator/supervisor having
13 immediate jurisdiction over the grievant and who has been designated by the
14 District to adjust grievances.

15 **4.2** This grievance procedure shall not be used to challenge or change policies,
16 regulations, or procedures of the District which are not included in this Agreement, nor
17 shall the grievance procedure be used for other matters for which specific methods of
18 review are provided by law, District policies, rules or regulations.

19 **4.3** The purpose of this procedure is to secure, at the lowest possible administrative
20 level, solutions to problems, which may from time-to-time arise concerning the
21 interpretation and application of this Agreement.

22 **4.4** Since it is important that grievances be processed as rapidly as possible, the
23 time limits specified at each level should be considered to be maximums, and every
24 effort should be made to expedite the process. Any of the time limits set forth in this
25 Article may be waived by written agreement between the parties. Any of the levels or
26 procedures in the Article may be waived by written agreement between the parties.

27 **4.5** Every unit member shall have the right to present grievances in accordance with
28 these procedures with or without representation. Nothing contained in this Article shall
29 be construed to prevent any individual unit member from discussing a problem with a
30 representative of the District and having it resolved without filing a grievance as provided
31 herein.

32 **4.6** The failure of the grievant to act within the prescribed time limits stated in this
33 Article will act as a bar to any further appeal. The failure of the District to give a decision
34 within the time limits shall permit the grievant to proceed to the next step.

1 **4.7** In any instance where the Association is not represented in a formal grievance,
2 the District shall not agree to a resolution of the grievance until:

- 3 a. The exclusive representative has received a copy of the grievance and the
4 proposed solution to the grievance;
- 5 b. The Association has been given an opportunity to file a response within two
6 (2) days. Any proposed solution, which would change the terms of this
7 Agreement, must be agreed to by the Association.

8 **4.8** Hearings and conferences under this procedure shall be conducted at a time and
9 place which will afford an opportunity, as much as possible, for all persons entitled to be
10 present to attend and will be held, in so far as possible, after the normal duty hours of
11 the personnel involved. When such hearings and conferences are held at the request of
12 the District during the regular workday, all unit members, whose presence is required,
13 shall be released without loss of pay for those hours they are required to attend such
14 hearings or conferences. However, the District will not release, without loss of pay,
15 more than one (1) Association representative per grievance.

16 **4.9** Any investigation or handling or processing of a grievance by a grievant, or the
17 Association, shall be conducted so as to result in no interference with or interruption of
18 the instructional program or regular workflow.

19 **4.10 Association Release Time** - Association representatives may be designated by
20 the Association to take up matters pertaining to grievances. Upon request, the
21 Association shall be afforded forty-eight (48) hours of paid release time per month, not to
22 be accumulated, for investigation of grievances or other union business. An additional
23 twenty-four (24) hours may be available but shall be paid by the Association; and should
24 the Association need more hours beyond the seventy-two (72) hours allotted above, the
25 District shall provide sixteen (16) additional hours as paid release days. Total hours
26 available shall not exceed eighty-eight (88) hours in any one month; three (3) working
27 days notice will normally be provided to the immediate supervisor.

28 **4.11** Although a specific time period is provided for administrative decisions at each
29 level of the grievance procedure, it is recognized that at each level of the procedure
30 grievance claims shall be assigned consecutive numbers, based upon the time and date
31 on which written grievances are received by supervisory or administrative personnel.
32 These grievances shall be processed in a sequential manner, following a pattern that
33 first filed will be first considered. Regardless of specific time periods provided for
34 decisions at the various levels of this procedure, no supervisor or administrator will be

1 required to consider more than two grievances in any one week.

2 **4.12** In a case of multiple grievance claims on the same or similar issues, the District
3 may elect to hear only the first written grievance filed, and the decision rendered shall be
4 applicable to all claims on the same issue, arising from the same set of circumstances.

5 **4.13 Informal Level:** Before filing a formal grievance, the grievant should attempt to
6 resolve the grievance by an informal conference with the grievant's immediate
7 supervisor.

8 **4.14 Level One:** Within fifteen (15) days of the event, act or omission, or when the
9 unit member could reasonably have known of the event, act or omission, the grievant
10 must present his grievance, on the appropriate District form, to his/her immediate
11 supervisor or designated representative. This statement shall be a clear, concise
12 statement of the grievance, the circumstances involved, the decision rendered at the
13 informal conference, and the specific remedy sought. The supervisor, or designated
14 representative, shall communicate his/her decision to the unit member, in writing, within
15 ten (10) days after receiving the grievance. If the supervisor, or representative, does not
16 respond within the time limits, the grievant may appeal to the next level. Within the
17 above time limits, either party may request a personal conference with the other party.

18 **4.15 Level Two:** In the event the grievance has not been satisfactorily settled at Level
19 I, the grievant may appeal the decision, on the appropriate District form, to the Assistant
20 Superintendent, Human Resources, within ten (10) days. The statement shall include a
21 copy of the original grievance, the decision rendered, a clear and concise statement of
22 the reasons for the appeal, and the specific remedy sought. The Assistant
23 Superintendent, Human Resources, shall communicate his decision within ten (10) days
24 after receiving the appeal. Either the grievant or the Assistant Superintendent, Human
25 Resources may request a personal conference within the above time limits. If the
26 Assistant Superintendent, Human Resources does not respond within the time limits, the
27 grievant may appeal to the next level.

28 **4.16 Level Three:** If the grievance is not resolved in Level II, a written notice of appeal
29 to Level III shall be served to the District within ten (10) days following the disposition of
30 the grievance in Level II. If requested by either party, the issue shall be submitted to
31 mediation. A mediator appointed by the State Conciliation Service will hear both
32 positions and render non-binding suggestions in the hope that a solution will result.

33 **4.17 Level Four:** In the event the grievance has not been satisfactorily settled at Level
34 III, the grievant may appeal to the Association, which will within ten (10) days submit a

1 request in writing to the Superintendent for binding arbitration of the dispute.

2 The Association and the District shall attempt to agree on a binding arbitrator. If
3 no agreement can be reached, they shall request the State Conciliation Service to
4 supply a panel of five (5) names of persons experienced in hearing grievances in public
5 schools. Each party shall strike a name until only one name remains. The remaining
6 panel member shall be the binding arbitrator. The order of striking shall be determined
7 by lot.

8 The fees and expenses of the arbitrator and the hearing shall be borne equally
9 by the District and the Association. All other expenses shall be borne by the party
10 incurring them.

11 The arbitrator shall, as soon as possible, hear evidence and render a decision on
12 the issue or issues submitted to him/her. If the parties cannot agree upon a submission
13 agreement, the arbitrator shall determine the issues by referring to the written grievance
14 and the answers thereto at each step.

15 The arbitrator will have no power to add to, subtract from, or modify the terms of
16 this Agreement or the written policies, rules, regulations, and procedures of the District.

17 The arbitrator's decision must be limited to the specific issue or issues submitted
18 to him/her, and based upon the arbitrator's interpretation of meaning or application of the
19 language of the Agreement.

20 After a hearing and after both parties have had an opportunity to make written
21 arguments, the arbitrator shall submit in writing to all parties his findings and decisions,
22 which shall be binding to the Board of Education, the unit members, and the Association.

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