

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Definitions:

1. A "*grievance*" is an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.
2. A "*grievant*" is an employee covered by this Agreement who claims that s/he has been directly and adversely affected by an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
3. A "*day*" used in this grievance procedure shall mean a day in which the District Administration Office is open for business.

### B. Procedure:

#### 1. Level I - Informal:

An aggrieved employee shall first submit his/her alleged grievance within fifteen (15) days after s/he knew or should have known with the exercise of due diligence of the alleged violation, to his/her immediate manager orally for an adjustment of the grievance with the immediate manager informally. The immediate manager shall render his/her decision within ten (10) working days of its submission. No written record shall be kept of the grievance and/or the adjustment of the grievance, and the adjustment of the grievance at this level shall not be considered to establish any precedent in the adjustment of similar grievances.

#### 2. Level II:

In the event that an employee cannot resolve the grievance at the informal step, the employee may appeal the grievance within ten (10) days of the decision at the informal level. S/he shall state and acknowledge in writing the nature of the grievance, the provision(s) of the Agreement alleged to have been violated and the remedy sought, and file it with the Principal or division head. The Principal or division head shall have ten (10) days in which to respond to the appeal. The employee, upon request, shall be entitled to a conference with the Principal or division head at a time and place mutually agreeable to both parties. Such conferences shall be scheduled insofar as possible not to interrupt the instructional program. The Principal or division head shall make an investigation and render a written decision, a copy of which shall be provided to the employee.

#### 3.

Level III:

If the employee cannot resolve the grievance at Level II, the employee may appeal the grievance within ten (10) days of the receipt of the written decision of the Principal or division head at Level II. The employee shall state and acknowledge in writing the nature of the grievance, the reason(s) for the appeal and the remedy sought, and file it, together with a copy of the written decision of the Principal or division head, with the Superintendent or his/her designee. The Superintendent or his/her designee shall within ten (10) days of the receipt of the foregoing material render a written decision concerning the grievance, a copy of which shall be given to the employee. The employee, upon request, shall be entitled to a conference with the Superintendent or his/her designee at a time and place mutually agreeable to both parties. Such conferences shall be scheduled insofar as possible not to interrupt the instructional program.

4. **Level IV:**

If the grievant is not satisfied with the decision rendered pursuant to Level III, the grievant may submit to the Federation a request in writing, within ten (10) working days of the Level III decision, for advisory arbitration of the dispute. The Federation, within fifteen (15) working days of the grievant's request, shall inform the District of its decision to proceed to advisory arbitration.

- a. Should the last day of the fifteen (15) day window fall during the summer break, the Federation shall have thirty (30) additional days to inform the District of its decision to proceed to advisory arbitration.
- b. The Federation and the District may mutually agree in writing to expedited arbitration with the following conditions:
  1. The hearing shall not exceed one (1) day in length.
  2. All documents to be considered by the arbitrator shall be filed at the hearing. No post hearing briefs shall be permitted.
  3. The recommended decision of the arbitrator shall be rendered promptly, and unless otherwise agreed by the parties, not later than three (3) days from the date of the closing of the hearing.
- c. An impartial arbitrator shall be selected jointly by the Federation and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five (5) names. The parties shall alternately strike names until only one (1) name remains.
- d. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Federation. Any additional expenses shall be borne by the party incurring such expense.

- e. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit their decision to the application and interpretation of its provisions.
- f. The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.
- g. After hearing the evidence, the arbitrator shall submit their findings and recommended decision in writing to the Board and the Federation with a copy to the grievant.
- h. The Board, in closed session, shall review the written record and render a final decision no later than the next meeting of the Board or within fifteen (15) days after receiving the record. Nothing shall preclude the Federation or grievant from seeking judicial relief regarding the Board's decision.

C. **Miscellaneous:**

1. **Response:**

If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

2. **Records:**

All records of the proceedings shall be retained by the District in a separate grievance file.

3. **Reprisals:**

No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

4. **Timelines:**

Timelines may be extended upon mutual agreement. In order to expedite processing grievances, the timelines should be considered maximum timelines. The District and the Federation shall make good faith efforts to process grievances sooner than the times permitted. No grievance may be filed on the basis that the District could have responded sooner than the timelines provide.

5. **Representation:**

Each party shall have the right to be represented by a conferee at all levels of the grievance procedure.

6. **Pay:**

The employee, his/her representative, and relevant witnesses who are employees required to absent themselves from duty to attend grievance conferences shall not suffer any loss of pay.

7. **Time Limitations:**

Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

8. **Initiate Grievance at Level III:**

If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or other immediate manager, the grievant may submit such grievance in writing to the Superintendent or his/her designee and the processing of such grievance shall commence at Level III.

9. **Multiple Grievances:**

If the same grievance is filed by more than two (2) grievants at the same time, no more than two (2) grievants represented by the Federation shall be granted release time to attend grievance conferences. The names of the grievants filing the action shall appear on all grievance forms.

10. **Administrative Direction:**

The grievant shall comply with the administrative directions that are the subject of the grievance until the grievance procedure has been exhausted.

11. **Grievance Without Intervention:**

An employee may at any time present a grievance to his/her employer, and have such grievance adjusted without the intervention of the Federation as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution until the Federation has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

12. **Federation as a Grievant:**

The Federation may act as a grievant for probationary teachers on all Articles but Article IX - *Evaluation Procedures*.

13. **Form:**

Grievances will be submitted on the adopted form in Appendix K. For Level I grievances, the top portion of the form and the bottom signature box shall be the only parts used for the purpose of establishing the grievance timeline.