

## Article 12 - Grievance Procedure

12.1 A grievance by a member of the bargaining unit is a formal written claim involving any alleged violation, misinterpretation, or misapplication of any specific provision of this Agreement. The grievance procedure shall not be used for other matters for which remedies are provided by law or official District policies or rules.

### 12.2 Definitions

12.2.1 A "Grievant" shall be a member of the bargaining unit who is covered by the terms of this Agreement and who has been directly adversely affected by the alleged violation, etc. The Association may become a Grievant under the provisions of this Article in those instances in which an Association right, as enumerated in this Agreement, has allegedly been violated. The Association shall initiate its grievance at Step Two.

12.2.2 A "day" is defined for this Article as a day when the District Office is open.

12.2.3 The "immediate supervisor" is defined for this Article as the individual having directed responsibility for the supervision and evaluation of the employee.

12.2.4 The "Association" is defined for this Article as the recognized bargaining agent.

### 12.3 Miscellaneous Conditions

12.3.1 Any bargaining unit member may formally process his/her grievance and have the grievance heard without the participation of the Association except during arbitration. Both the Grievant and the administrative staff shall have the right to be accompanied in any grievance hearing including the informal conference by a colleague or counsel of their choice.

12.3.2 Both parties agree that grievance processing is of a confidential nature.

12.3.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

12.3.4 No reprisals of any kind shall be taken by the District against the grievant or any representative of the grievant by reason of their bringing a grievance or participating in the grievance process; nor, shall any reprisals of any kind to be taken by the Association on any members or representatives of the Association against either the grievant, the District, any District employee, or any participant in the grievance procedure by reason of such participation or decision.

12.3.5 No adjustment shall be made at any step of the procedure which is inconsistent with the terms of the Agreement. The filing of a grievance shall not interfere with the right of the Board to proceed in carrying out its management responsibilities.

12.3.6 A copy of any written formal grievance and/or written decision required in each step of the grievance procedure shall be filed with the Superintendent or his designee and the Association.

- 12.3.7 Prior to any agreed-upon resolution of a formal grievance, the District will notify the Association of the proposed adjustment and provide the Association with the opportunity to file a response within a ten-day period.
- 12.3.8 Time Limits: The time limits included in this procedure may be waived by mutual agreement. Grievances not filed within the time limits shall be deemed settled based upon the decision last made by the District. Grievances not answered within the time limits may be appealed to the next step.
- 12.3.9 Any information in the possession of the District which is needed by the Grievant to investigate and process a grievance shall be presented to the Grievant within five (5) workdays of the Grievant's request for such information.
- 12.3.10 Discussion of the merits of an alleged grievance at any step shall not constitute a waiver of the District's right to declare it non-grievable.
- 12.3.11 In a case of multiple grievance claims upon the same issue arising from the same set of circumstances, the Association may, upon request of all the Grievants, represent such Grievants in a multiple grievance claim.
- 12.3.12 No grievance need be considered at any subsequent step which encompasses different allegations than those presented in Step One.
- 12.3.13 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 12.3.14 When a grievance has been filed by a unit member, the grievant may terminate the grievance at any time by giving written notice of his/her intent to the Superintendent or designee.

#### 12.4 Informal Resolution

- 12.41 The aggrieved employee and his/her immediate supervisor shall attempt to resolve an alleged grievance by an informal conference. In the event the Grievant is not satisfied with the informal resolution, he/she may prepare a formal written grievance and process it through the grievance procedure.

#### 12.5 Formal Resolution

##### 12.5.1 Step One

- 12.5.1.1 In the event the Grievant is not satisfied at the informal level, the Grievant may initiate a formal grievance in writing on the appropriate District grievance form within thirty (30) days after the alleged violation first became known or should reasonably have become known to the Grievant; except that in the case of an alleged payroll computational error, such allegations shall be presented to the immediate supervisor in writing within ten (10) workdays after the alleged error is discovered by the Grievant. The formal grievance shall be presented to the immediate

supervisor, the Superintendent or his designee, and a copy forwarded to the Association.

12.5.1.2 The Grievant shall write a clear, concise statement of the circumstances giving rise to the grievance; citing the specific term of the Agreement which is alleged to have been violated, and the specific remedy sought.

12.5.1.3 The Grievant shall be provided an opportunity to meet with the immediate supervisor or a designee in an attempt to settle the grievance. The decision at this step shall be in writing and shall be transmitted to the Grievant, the Superintendent or his designee, and the Association within ten (10) days after receipt of the formal grievance unless extended by mutual consent.

#### 12.5.2 Step Two

12.5.2.1 In the event the Grievant is not satisfied with the decision at Step One, and wishes to pursue the grievance, an appeal must be filed with the Superintendent or his designee and the Association within ten (10) days following receipt of the decision at Step One on the appropriate District grievance form.

12.5.2.2 After the presentation of the grievance and upon request, the Grievant shall be provided an opportunity to meet with the Superintendent or his designee in an attempt to settle the grievance.

12.5.2.3 The decision of the Superintendent or his designee shall be in writing and transmitted to the Grievant and the Association within ten (10) days after the receipt of the appeal unless extended by mutual consent.

#### 12.5.3 Step Three

12.5.3.1 In the event the Grievant is not satisfied with the decision at Step Two, and wishes to pursue the grievance, an appeal must be filed with the Superintendent for Board review within ten (10) days following receipt of the decision at Step Two on the appropriate District grievance form. The Superintendent, in turn, shall schedule a review of the grievance by the Board of Education.

12.5.3.2 At the first regular meeting of the Board of Education occurring more than twenty (20) days after the filing of the request for review, the Board shall review the case. All parties mentioned in the grievance and those who have processed the same and the Association shall be notified by the Superintendent or his designee of the date the Board of Education will review the grievance.

12.5.3.3 The Board of Education shall render a decision on the disposition of the grievance at either said meeting or at the next regular meeting of the Board of Education thereafter. Such decision shall be officially recorded in the minutes of the Board of Education.

12.5.3.4 If, upon review, the Board of Education determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, prior to rendering the final decision. In the event the Board of Education reopens the record, it shall render its decision on the disposition of the grievance at either said meeting or at the next regular meeting of the Board thereafter.

#### 12.5.4 Step Four: Arbitration

12.5.4.1 In the event the Grievant is not satisfied with the decision at Step Three, and wishes to pursue the grievance, the grievant may request the Association to submit the grievance to arbitration. In the event the Association agrees to pursue the grievance to arbitration the written request shall be filed with the Superintendent no later than fifteen (15) days after the written decision at Step Three.

12.5.4.2 Within five (5) workdays after authorization by the Association for arbitration, either party shall request the American Arbitration Association to provide a list of seven (7) arbitrators.

12.5.4.3 Within five (5) workdays after receiving the list of arbitrators, the representatives for the Association and the District shall meet and shall alternately strike names from the list until only one remains. The remaining arbitrator shall be the arbitrator. The order of striking shall be determined by lot.

#### 12.5.4.4 Power and Limitations of the Arbitrator

The arbitrator shall, as soon as possible, hear evidence and witnesses and render a written decision on the issue or issues submitted to him/her. The arbitrator's decision shall set forth the findings of fact, rationale, and recommendation on issues submitted.

12.5.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

12.5.4.6 The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.

- 12.5.4.7 The arbitrator shall have the following powers:
- A) Conduct the hearing and rule on introduction or exclusion of evidence.
  - B) Rule only on specific violations of the agreement.
  - C) Rule only on facts presented.
  - D) Render a decision within thirty (30) days of the termination of the hearing.
  - E) Request submission of issues and post hearing briefs.
  - F) Determine arbitrability of the grievance.
- 12.5.4.8 The arbitrator's power shall be further limited to exclude the following:
- A) The substance of evaluation except as part of this Agreement.
  - B) Any type of discipline, including letters of reprimand, except for those allegedly pertaining to matters specifically covered by this Agreement.
  - C) Classifications, Promotions, Suspension, Demotions, or Dismissal.
  - D) The exercise by the District of its responsibilities referred to in Management Rights shall not be subject to this procedure, except as such exercise may be otherwise limited by this Agreement.
- 12.5.4.9 Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.
- 12.5.4.10 If any question of arbitrability is raised, that question shall be ruled upon prior to the hearing which addresses the merits of the grievance. If possible, such decision on arbitrability shall be determined by a bench decision.
- 12.5.4.11 The meeting of the arbitration hearing shall be closed to the public and the employees of the District not specifically required by the arbitrator, unless both Grievant and his/her immediate supervisor, or, if the Association is the Grievant, the Superintendent or his designee agree that such meeting shall be open.

12.5.4.12 It is agreed by the parties to this Agreement that the findings and/or decisions of an arbitrator regarding a grievance of a bargaining unit member or of the exclusive representative shall not become a public document without the express permission of the Grievant, nor shall such finding and/or decisions be admissible as evidence in any state or federal court.

12.5.4.13 Arbitration Costs

All costs for the services of the arbitrator including but not limited to per diem expenses, travel, and subsistence expense, and the hearing room if not on District owned property shall be borne equally between the District and the Association. All other costs will be borne by the party incurring them.

12.5.4.14 Findings of the Arbitrator

The decision of the arbitrator shall be submitted to the Superintendent, the grievant, and the Association. The findings and/or recommendations of the Arbitrator shall be binding on the grievant, the Board of Education, and the Association.

12.6 Released Time for Grievance Processing

12.6.1 The Board of Education authorizes released time for the purpose of processing grievances without loss of compensation to the Grievant as follows:

12.6.1.1 To the Grievant and if requested, one advisor/consultant of his/her choice during informal discussion of the grievance with the immediate supervisor.

12.6.1.2 To the Grievant and, if requested, one advisor/ consultant of his/her choice, and witnesses as agreed to by the Grievant and the District at Step One when meeting with the immediate supervisor and at Step Two when meeting with the Superintendent or his designee.

12.6.1.3 To the Grievant and, if requested, one advisor/ consultant during any meeting with the Board of Education.

12.6.1.4 To the Grievant and, if requested, one advisor/consultant, and witnesses as required by the arbitrator for the arbitration hearing.

12.6.2 Processing of Grievances

12.6.2.1 Processing of grievances shall be that time actually spent in discussion during meetings with the immediate supervisor, and/or the Superintendent or his designee, and/or with the Board of Education and/or at the arbitration, as described in the Grievance procedure.

12.6.2.2 Reasonable released time spent traveling to and from the meetings described above shall be a part of the processing of grievances.

## 12.7 Grievance Forms

The grievance form in effect as of the signing of this Agreement shall remain in effect for the duration of the Agreement, unless the parties mutually agree to revise it. Further, it is agreed that the form shall be made available through Personnel Services, the Principal's Office, or through the Association. The District shall, upon request, replenish the Association supply, so that up to fifty (50) copies of the grievance form are available.