

## ARTICLE 4: GRIEVANCE PROCEDURE

### 4.1 Definitions

4.1.1 A grievance is an allegation by one or more unit members that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Other matters of which a specific method of review is provided by law, the rules and regulations of the District, administrative regulations and procedures and/or District policy are not within the scope of this procedure.

4.1.2 A grievant is a member or members of the bargaining unit alleging a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Association also has standing to grieve on matters affecting the Association.

4.1.3 A day is a day when the unit member is required to be on duty hereafter called a work day.

### 4.2 Informal Resolution

Within twenty-one (21) days after the occurrence of the act or omission giving rise to the grievance, before filing a Formal Resolution, Level One, the grievant will attempt to resolve the grievance by means of an informal conference with the immediate supervisor or the appropriate administrator.

4.2.1 The immediate supervisor or appropriate administrator shall communicate the decision to the grievant in writing within fifteen (15) work days after the informal conference.

### 4.3 Formal Resolution, Level One

In the event the grievant is not satisfied with the decision rendered or there has been no response at Informal Resolution, the grievant shall file a formal written grievance, using the Level One grievance form, attached as Appendix F to this agreement, with the immediate supervisor or appropriate administrator within fifteen (15) work days of the date when the informal response was received or should have been received.

4.3.1 The written statement of the grievance shall include:

1. the date or dates the alleged act or omission occurred
2. the specific provisions of the Agreement alleged to have been violated, misinterpreted or misapplied
3. the general and specific grounds of the grievance
4. any other pertinent information which might assist the District in determining the proper resolution of the grievance
5. a statement of the steps initiated by the grievant to resolve the difficulty by informal means as described in Section 4.2, Informal Resolution
6. a statement of the specific action which the aggrieved unit member desires that the District take to remedy the grievance

4.3.2 The immediate supervisor shall communicate the decision to the grievant in writing within fifteen (15) work days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

4.3.3 Within the above time limits either party may request a personal conference.

#### 4.4 Formal Resolution, Level Two

In the event the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal the decision on the Level Two grievance form, attached as Appendix F to this agreement, to the Superintendent or designee within fifteen (15) work days. This statement should include:

1. District's written response to the informal grievance
2. a copy of the Formal Resolution, Level One Form
3. District's written decision to the Level One Grievance
4. a clear, concise statement of the reasons for the appeal

4.4.1 The Superintendent or designee shall communicate the decision to the grievant within fifteen (15) work days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

4.4.2 Within the time limits, either party may request a personal conference.

#### 4.5 Formal Resolution, Level Three

If the grievant is not satisfied with the decision at Level Two, the Association may, within fifteen (15) work days, submit a request in writing to the Superintendent for arbitration of the dispute. The grievant and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

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

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

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

4.5.4 As soon as possible after the hearing, the arbitrator shall submit, in writing, to all parties, a final and binding award.

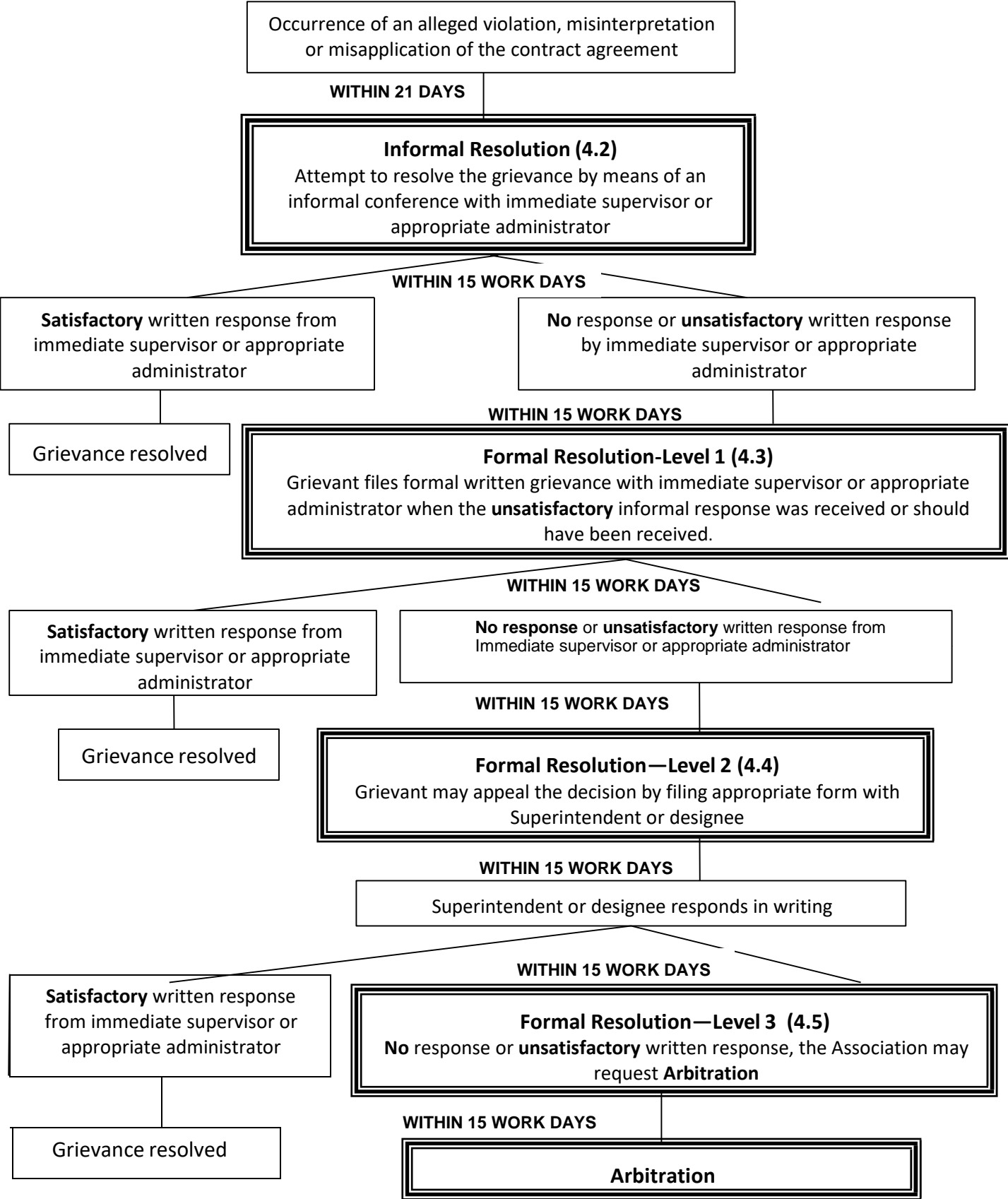
4.5.5 The exercise by the District of its responsibility referred to in Article 7 (District Rights) shall not be subject to this procedure.

4.6

Miscellaneous Provisions

- 4.6.1 If the immediate supervisor, Superintendent, or designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. If the grievant fails to comply with the time limits set forth, the grievant shall be deemed to have waived the right to proceed with the grievance procedure.
- 4.6.2 All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 4.6.3 No reprisals of any kind shall be taken by the District, or any member or representative of the District, against the Association, a grievant, or person who assisted the grievant. No reprisals of any kind shall be taken to the Association or any unit member who may have participated directly or indirectly in the grievance procedure.
- 4.6.4 The processing of grievances shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, those members of the bargaining unit who must participate either as a grievant, grievant's representative, or witness, shall be provided reasonable release time.
- 4.6.5 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association so long as the adjustment is reached prior to arbitration, the adjustment is not inconsistent with the terms and conditions of this Agreement, and provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
- 4.6.6 Unit members may not resort to self-help. The filing or pendency of a grievance shall not delay or change District actions or programs until, if at all, the resolution of the grievance.
- 4.6.7 The grievant may be accompanied at any point in the process by an Association representative at the grievant's discretion.

**Article 4—Grievance Procedure Flow Chart**



Any discrepancies between the flowchart and contract language, the contract language prevails.