

ARTICLE VII **GRIEVANCE PROCEDURE**

A. Definitions:

1. A "grievance" is defined as a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. An "aggrieved person" is the person or persons, including the Association or representatives thereof, making the claim.
3. A "party in interest" is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. Purpose:

1. 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. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. 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 provided it is agreeable to the parties involved.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

C. Procedure:

1. **Level One:**
An aggrieved person will notify the immediate supervisor of the grievance either directly or through the Association's designated grievance representative with the objective resolving the matter informally, within ten (10) days after the occurrence of the act or omission giving rise to the grievance. If the unit member does not have actual or constructive knowledge of the occurrence of the grievable act or omission

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and could not, with the exercise of reasonable diligence, have known about it, then the ten (10) day time limit shall begin to run on the date upon which the unit member knew, or should, with reasonable diligence, have known of the occurrence.

The immediate supervisor shall schedule a meeting within five (5) days of receipt of the notification from the aggrieved person that there is a grievance to be discussed. If the immediate supervisor should fail to schedule the meeting within five (5) days of receiving the notification of the existence of a grievance, or if the parties cannot agree upon an extension of the five-day time period so that the meeting can take place, the aggrieved person may proceed to Level ~~2~~Two on the day following the five-day period for holding a meeting.

2. **Level Two:**

Within five (5) days after the Level ~~1~~One meeting, if the grievance is not resolved, the aggrieved person must present the grievance in writing to the superintendent/designee. A written statement shall be a clear, concise statement of the grievance, including the specific provisions of the agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The superintendent/designee shall communicate a written response within ten (10) days after receipt of the grievance. Either party may request a personal conference, to be scheduled prior to the conclusion of the level.

3. **Level Three:**

If a grievance is not resolved in Levels One or Two, the employee and/or the Association may request in writing a hearing before an arbitrator. The written request shall be filed in the Office of the Superintendent within ten (10) working days after receipt of the written decision at Level Two.

The Association either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one unit member in a single building or unit members in more than one building at Level One.

The District and Association shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working 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

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selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any decision such financial reimbursement or other remedies as he/she judges to be proper. The recommended decisions of the arbitrator will be submitted to the Superintendent and the Association.

The Board will determine whether to accept the arbitrator's recommended decision within thirty (30) days of receiving the recommended decision.

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

D. **Rights of Unit Members to Representation:**

A unit member may represent himself/herself at all stages of the grievance procedure by himself/herself, or, at the member's option, by a representative selected by the Association. If a unit member is not represented by the Association or its representative, a representative of the Association may have the right to be present and to state its views at all stages of the grievance procedure, if the aggrieved party so desires.

E. **Miscellaneous:**

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 of interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties of interest.

When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate superior by the President of the

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Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

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.