

## **IX. Grievance Procedure**

### **A. Grievance Procedure for Teachers**

#### **1. Statement of Principles**

The objective of the grievance procedure is to insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the Board with respect to alleged grievances through recognized channels and to contribute to the development of improved morale and effectiveness of the staff by reducing potential conflict areas between the board, administrators, and professional staff members.

(a) The purpose of this article is to secure at the lowest possible administrative level equitable solutions to problems, which may from time to time arise during the administration of the negotiated contract.

(b) Every teacher covered by the negotiated contract shall have the right to present grievances in accordance with these procedures. Nothing contained in this article or in the negotiated contract shall be construed to prevent any individual employee from informally discussing a problem with the administration and having it adjusted without the use of this procedure, providing the adjustment is not inconsistent with the negotiated contract.

(c) A teacher who participates in these grievance procedures shall not be subject to disciplinary action or reprisal because of such participation.

(d) Failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the failure to render a decision or hold a conference or meeting as required herein within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(e) Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion or hearing.

(f) Hearings and conferences under this procedure shall be conducted after regular school hours.

(g) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

(h) In the event of a grievance, the grievant shall perform his assigned work tasks during the grievance proceedings.

(i) This grievance procedure shall be the exclusive formal remedy for adjudicating any alleged violation, misinterpretation, or misapplication of any provision of the negotiated contract.

(j) If at any step of the grievance proceedings a grievant receives the relief sought, the proceedings shall terminate.

(k) The aggrieved person or any person who might be required to take action or against whom action might be taken in order to resolve the claim shall have the right to be present at any step of the grievance proceedings. Such person may also be accompanied by a representative.

(l) The board and the association will cooperate with each other in investigating grievances and will provide each other with necessary information requested in order to process a grievance. It is not intended, however, that a party be required to compile information that would cause an undue burden or expense or that is privileged information.

(m) See also section XI. The Pupils, AJ. Sexual Discrimination/Harassment for additional information.

#### **2. Definitions**

(a) A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of the negotiated contract.

(b) The term "days" when used in this article shall, except where otherwise indicated, mean school days

(c) Only one item shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the incident or act causing the grievance, a statement of the issue involved, the relief sought, the date the incident or violation took place, the specific section of the negotiated contract that the grievance alleges to have violated, the signature of the grievant, and the date. In the event more than one grievance is simultaneously filed setting forth the same identical complaint they shall be processed through the grievance procedure jointly.

(d) Any notice required here under to be given to the Board shall be served upon the business manager of the district. Any notice required here under to be given to the association shall be served upon the president or other officer of the association. Notice shall be deemed completed upon receipt of the notice by the party being served. Service may be made personally or by certified or registered mail and the return receipt shall be evidence of compliance with notice requirements.

### **3. Steps of Procedure**

(a) FIRST STEP. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her immediate supervisor.

(b) SECOND STEP. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with his or her immediate supervisor within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the association within five (5) days after the conference.

(c) THIRD STEP. In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) days of the supervisor's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) days after such written grievance is filed, the grievant, his representative, and the superintendent shall meet to resolve the grievance. The superintendent shall make a decision and render it in writing to the grievant, his immediate supervisor, and the association within five (5) days after the meeting.

(d) FOURTH STEP. In the event the grievance is not satisfactorily resolved at the third step, the grievant shall file, within five (5) days of the superintendent's written decision at the third step, a copy of the grievance with the Board. Within ten (10) days after such written grievance is received by the business manager of the district, the board shall hold a meeting with the grievant, his representative, the immediate supervisor, and the superintendent. The business manager of the district shall give notice of the meeting date to the grievant and the president or other officer of the association. The board shall make a decision and communicate it in writing to the teacher, the association, and the superintendent within ten (10) days after the meeting, provided, however, the Board shall have the right to waive its hearing and shall give notice of its intention to waive the hearing to the grievant within ten (10) days after the grievance is filed with the Board.

### **4. Arbitration Procedure**

If in the opinion of the association the grievance has not been satisfactorily resolved after step four, the association, exclusively, may request the grievance be submitted to arbitration within five (5) days after receipt of the board's decision or notice from the board of its intent to waive its hearing. Such request for arbitration shall be in writing and served upon the business manager of the district. The following procedure shall then take place:

(a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator.

(b) The arbitrator selected or appointed shall meet with the parties at a mutually convenient time selected by the arbitrator to review the evidence and to hear testimony relating to the

grievance. Upon completion of the review and hearing, the arbitrator shall render a written decision to the parties setting forth his findings, reasoning, and conclusions on the issue submitted which shall be binding upon both parties.

(c) It is specifically agreed that the power of the arbitrator is limited to reviewing the alleged grievance to determine if the claim forming the basis for the grievance is a violation, misinterpretation, or misapplication of the negotiated contract. The arbitrator shall have no authority to alter the terms of the negotiated contract, or authority to make any decision, which requires the commission of an act prohibited by law or which is a violation of the terms of the negotiated contract.

(d) Whenever a grievance is submitted to an arbitrator pursuant to this article, the arbitrator shall first determine whether the grievance was timely filed and whether the alleged claim is a grievance within the definition of that term under this article.

(e) The parties shall share equally the cost and expenses of the arbitration proceedings including transcript fees and fees of the arbitrator. Each party shall bear its own cost of witnesses and all other out-of-pocket expenses including attorney's fees, if any.