

## ARTICLE II

### RESOLUTION OF GRIEVANCES AND PROBLEMS

#### II.3 GRIEVANCE PROCEDURE

##### A. LEVEL I – WORKSITE FORMAL MEETING

1. If informal attempts to resolve the issue, complaint, or problem are not successful, the employee and the Union may file a written grievance on the form attached as Appendix A of this contract with the Level I Hearing Officer (**designated by the Assistant Superintendent of Human Resources**) within twenty-five (25) work days of the alleged violation, misapplication or misinterpretation. Upon receipt of the grievance, the ~~appropriate supervisor, manager, or administrator~~ **Level I Hearing Officer** shall schedule a ~~hearing~~ **formal meeting** within ten (10) work days of receipt of the grievance. Union members shall be entitled to representation by the Union. The Level I Hearing Officer shall issue a written response to the grievant no later than ten (10) work days after the Level I ~~hearing~~ **formal meeting**.
2. When illness/injury or other emergency prevents the timely filing of a grievance or the appearance of the grievant at a grievance hearing, the time limits shall extend until such time as the grievant can appear.
3. If the grievance is a result of a termination, ~~both parties may agree to move from Level I to Level III if the employee and the Union seek an arbitration hearing.~~ **the parties shall forego the Level I process and proceed to the Level II hearing procedure.**

##### B. LEVEL II - DISTRICT

If the grievance is not resolved to the satisfaction of the grievant at the Level I ~~hearing~~ **formal meeting**, the Union, and the grievant may submit the grievance in writing to the Superintendent or his/her designee within ten (10) work days of receipt of the ~~Step~~ Level I response. Within ten (10) work days after receipt of the Level II grievance, the Superintendent or his/her designee shall schedule a Level II hearing to discuss the grievance. The Superintendent or his/her designee shall issue a written response, including rationale, to the Union no later than ten (10) work days after the Level II hearing.

- C. The parties may mutually agree after the Level II hearing decision to pursue resolution through mediation, with no impact on the necessary timelines.

##### D. LEVEL III - ARBITRATION

If the grievance is not resolved to the satisfaction of the grievant at Level II, the Union and the grievant may submit the grievance to arbitration. The Grievant shall notify the Board within thirty (30) work days from the Level II response of their intent to pursue resolution through arbitration. For the purposes of filing for arbitration, the timeline shall be held in

**Article II – District Pass  
11/20/2024**

abeyance from the last day of student attendance until they return to school the following school year. The Board should be notified as early as possible of the Union's intent to pursue resolution through Arbitration. Selection of a suitable arbitrator shall be accomplished under the rules of the American Arbitration Association (AAA), or other mutually agreed upon impasse resolution agency(ies). The hearing officer/arbitrator shall be charged to interpret the terms and conditions of this Agreement as they relate to the grievance and shall have no power to alter, amend, add to, or delete from the terms of the Agreement. The cost of Arbitration shall be shared equally by the parties.

**E. GRIEVANCE PROCEDURE TIME LIMITS**

1. It is the intent of the parties to resolve grievances at the level closest to the worksite whenever possible.

Time limits utilized in this process are understood to represent work days and will not include Saturday, Sunday or designated holidays. The parties may mutually agree to reasonable extensions of time limits for just cause prior to the expiration of the appropriate time limit stated herein.

agree to reasonable extensions of time limits for just cause prior to the expiration of the appropriate time limit stated herein.

2. If the administration fails to comply with the stated time line and no extension has been stipulated, the grievance is deemed to be appropriate at the next higher level. If the grievant fails to comply with the stated time line and no extension has been stipulated, the grievance shall be considered to be untimely.
3. Grievances filed on or after May 1 shall be processed expeditiously in an attempt to achieve resolution prior to the end of the work year. Notwithstanding the expiration of the Agreement, any complaint or grievance having begun there under shall be processed to completion under the terms and conditions of the Agreement at the time the grievance was initiated.

**F. MISCELLANEOUS**

1. All employees are entitled to fair, reasonable, and equitable treatment in the processing of grievances. An employee who participates or intends to participate in any grievance shall not be subject to sanctions, discipline, reprimand, warning, reprisal, or transfer because of such participation or intent to participate.
2. If the School District receives a complaint against an employee that may involve any form of discipline and the sole evidence is that of the complainant(s), the complainant(s) will be present at the Superintendent's hearing when requested by the grievant or the Union.
3. No employee who is a Union member shall be required to discuss a grievance if a Union Representative is not present.
4. Grievances shall be filed on the form attached hereto as Appendix A and shall be filled out completely when filed. Such forms shall be available at the Union Office and in the main office at each building, school, or worksite.
5. Identical grievances with identical relief sought, arising at more than one building, school

**Article II – District Pass  
11/20/2024**

or worksite shall be processed in the manner specified above, except that such grievances may be initiated at Level II of the grievance process.

6. Grievances may be withdrawn by the grievant at any step during the grievance process. However, once withdrawn, no grievance may be renewed concerning the same incident.
7. Grievances will ordinarily be processed after the grievant's regular working hours. However, should a grievance meeting take place during work hours, the grievant(s) and the Union Representative shall be excused from their regularly scheduled duties and shall suffer no loss in pay.
8. No record dealing with the processing of any grievance shall become a part of the personnel file of any individual employee.