

**ARTICLE IV
GRIEVANCE PROCEDURE**

Section 4.1 Definitions

- a. "Grievance" shall mean a claim by an educator that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.
- b. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which time limits are based. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.

Section 4.2 General Provisions

- a. The grievant(s) must submit a copy of the written grievance to the Association prior to proceeding to Step 2 of the grievance procedure. A grievance that does not meet the time limits outlined in the procedures listed in Section 4.3 shall not be accepted.
- b. Grievances by two or more educators alleging the same violation, misrepresentation, or misapplication of the terms of this agreement may, upon agreement of the grievant(s), the Board or representative, and the Association, be joined together under the general provisions and procedures of the article.
- c. Failure by the designated superior at any step of the procedure to communicate the decision on the grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.
- d. Failure by the grievant(s) to appeal to the next step within the prescribed time limits shall result in a withdrawal of the grievance.
- e. The filing of a grievance shall in no way interfere with the right of the Board and the Administration to carry out its management responsibilities, subject to the final disposition of the grievance. Any resolution of a grievance shall not be inconsistent with this Agreement.
- f. No reprisals shall be taken by the Board or the Administration against an educator because of participation in a grievance.
- g. A grievance may be withdrawn at any level without establishing a precedent, except that if a grievance is withdrawn, the grievant(s) shall be prohibited from refiling a grievance based upon the same incident as the withdrawn grievance.
- h. All parties involved in a grievance may have a representative(s) of their choosing present at all steps of the procedure.

- i. The Board and the Administration shall cooperate in the investigation of any grievance.
- j. Neither the grievant(s) nor the Board shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.

Section 4.3 Procedures

Step 1: The parties hereto acknowledge that it is most desirable for an educator and the administrator involved to resolve problems through free and informal communications. Not later than 35 days after the event giving rise to the grievance or 35 days after the educator should reasonably have learned of the event giving rise to the grievance, whichever is later, the educator must discuss the grievance with the immediately involved superior. If the informal process fails to satisfy the educator, a formal written grievance may be processed as outlined below. See form, Appendix B.

Step 2: If the grievant(s) is not satisfied with the disposition of the grievance in Step 1, the educator may present the written grievance to the immediately involved superior not later than 15 days after the informal meeting. The administrator involved will arrange for a meeting to take place within 5 days after the receipt of the written grievance. The grievant(s) must specify the section of this contract that is alleged to have been violated and shall state the specific redress sought. Within 5 days after the meeting, the grievant(s) shall be provided with the administrator's written response, including the reasons for the decision.

Step 3: If the grievant(s) and the Association are not satisfied with the disposition of the grievance in Step 2, the grievant(s) may refer the grievance to the Director of Schools within 6 days after the receipt of the Step 2 written decision. The Director of Schools shall arrange for an appeal hearing to take place within 10 days of the Director of Schools' receipt of the appeal. Within 5 days after completion of the appeal hearing, the grievant(s) shall be provided with the Director of Schools' written response, including the reasons for the decision.

Step 4: If the grievant(s) and the Association are not satisfied with the disposition of the grievance in Step 3, the grievant(s) may request a review by the Board within 7 days after the educator received the Step 3 written decision or within 10 days after the time limits for Step 3 have expired. The request shall be made in writing through the Director of Schools, who shall attach all related documents and forward the request within 7 days to the Board. The Board shall review the grievance and shall schedule a Board hearing within 25 days after the receipt of the Board hearing request. The grievant(s) shall receive a copy of the Board's decision within 5 days after the Board hearing.

Step 5: If the grievant(s) and the Association are not satisfied with the disposition of the grievance in Step 4, the grievant(s) may, within 80 days after receipt of the Step 4 written decision, submit the grievance to advisory arbitration under the Voluntary Arbitration

Rules of the American Arbitration Association. The arbitrator will limit the hearing and decision to the grievance as stated in Step 1. The arbitrator's decision will be in writing and will set forth findings, reasonings, and conclusions on the issues submitted. Each party shall be responsible for any costs for witnesses or any other costs associated with the presentation of its case. All other costs for advisory arbitration, except as noted above, shall be borne by the two parties equally.

Step 6: When the arbitrator's decision has been rendered, the Board shall, within 30 days, take specific action to reject said decision or the arbitrator's decision shall be implemented. The grievant(s) shall receive a copy of the Board's decision within 5 days after the Board's reconsideration of the grievance.