

Please Note: This is NOT the full grievance process. There are details not covered in this document. This document is only an OVERVIEW of the process. For further details please see your building rep.

Grievance

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems which from time to time may arise affecting the terms and conditions of employment of teachers within the limits of the agreement. Both parties agree that these proceedings will be kept as confidential as may be appropriate at all levels consistent with law.

Informal Procedure

The teacher with a grievance must first discuss the matter with his or her immediate supervisor with the object of solving the problem informally. Should the immediate supervisor not make himself/herself available at a mutually agreeable time within seven (7) days, the teacher may move to formal grievance procedures without discussing the matter informally.

Formal Procedure

Level One - Principal/Director

If the aggrieved person is not satisfied with the outcome of the informal procedures, he or she may present his/her claim as a formal grievance in writing to his/her principal or director.

A formal grievance procedure must be initiated within twenty (25) days of the event or condition that gave rise to the grievance originally or first reasonable knowledge of the grievant of the event that gave rise to the grievance. Time limits may be extended by agreement with the superintendent or chairperson of the Board.

The principal or director shall, within twelve (12) days after the receipt of the written grievance, render his or her decision and the reasons therefore in writing to the aggrieved person.

Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within the prescribed time, he or she may file his/her written grievance appeal with the superintendent within five (5) days after signed receipt of the level one decision. In the event that the grievance is filed, the Association must forward to the superintendent the grievance and written statement(s) as to why the resolution is not satisfactory.

The superintendent shall within twelve (12) days of receipt of the written referral meet with the aggrieved person and his or her representative at the request of either party.

The superintendent shall within ten (10) days after the hearing render his or her decision and the reasons therefore in writing to all parties in interest.

Level Three - Board of Directors (Represented by the Salaries and Personnel Committee)

If the aggrieved party is not satisfied with the disposition of the grievance at level two, or no decision has been rendered within the prescribed time, he or she may within five (5) days refer the appeal to the Board (Salaries/Personnel Committee) in writing. In the event that the grievance is filed, the Association must forward to the Board's Salaries and Personnel Committee through the Superintendent the grievance and written statement(s) as to why the resolution is not satisfactory.

The Board, or appropriate committee thereof, shall, within fifteen (15) days after receipt of the written appeal, meet with the aggrieved person and his or her representative, at the request of either party.

The Board (Salaries/Personnel Committee) shall, within ten (10) days after the hearing, render its decision and the reasons therefore in writing to all parties in interest.

Level Four - Impartial Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within the prescribed time, he or she may, within five (5) days, request in writing to the president of the Association that his or her grievance be submitted to arbitration.

The Association, within ten (10) days after receipt of such request, if it formally determines that the grievance is meritorious and recommends such action, will submit the grievance to arbitration by so notifying the Board in writing through the chairperson of the Salaries and Personnel Committee and the Superintendent.

The superintendent and the president of the Association, or their designees, shall within ten (10) days after such written notice, endeavor to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association shall make written request within an additional ten (10) days to the American Arbitration Association to provide an arbitrator under its rules of procedures.

The arbitrator will hear the matter promptly and will render his decision in writing to all parties in interest not later than thirty (30) days from the close of the hearing. He will set forth his findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties, subject only to judicial review as provided by law.

The power of the arbitrator stems from this procedure, and his or her function is to interpret and apply the terms of the agreement and to pass upon alleged violations thereof. He or she shall have no power to add to, subtract from, or alter any of the terms of the agreement, nor shall he or she have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of the agreement.