

MOU for Grievance Mediation

Trial Program for 2007-08

ARTICLE 13 – GRIEVANCE PROCEDURES

- A. The term "grievance" shall mean a claim by a teacher or Association, covered by this Agreement that there has been a misinterpretation, misapplication, or violation of this Agreement.
- B. The term "grievant" shall mean the teacher or Association alleging that he/she has been adversely affected and filing a grievance.
- C. The term "days" shall mean teacher workdays.
- D. The term "supervisor" shall mean principal, site supervisor, or his/her designee.
- E. The purpose of this procedure is to secure, at the lowest possible level, administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. In order to be considered, a grievance must be initiated within fifteen (15) days of the occurrence giving rise to the allegation(s). The parties agree that these proceedings shall be as informal and confidential as appropriate at each level.
- F. **INFORMAL LEVEL**
- The grievant shall present his/her grievance to his/her immediate supervisor orally. The immediate supervisor shall orally respond to the grievant within five (5) days.
- G. **STEP I (FORMAL LEVEL)**
- If the grievant is not satisfied with the response at the Informal Level, or if no response is made, the grievant may, within five (5) days reduce the grievance to writing and file same with his/her immediate supervisor. The grievance shall contain the name of the grievant, the date of the occurrence, the specific Article and Section of this Agreement alleged to have been violated, a description of the grievance, and the specific remedy requested. The grievance shall be signed and dated by the grievant. The grievant's supervisor shall respond within five (5) days in writing to the grievant.
- H. **STEP II**
- If the grievant is not satisfied with the response at Step I, or if no response is made within the time provided, the grievant may appeal in writing to the

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Superintendent or his/her designee within five (5) days. The Superintendent or his/her designee shall respond to the grievant in writing within five (5) days.

I. STEP III

Mediation

1. **If the Association or District elects, the grievance may be referred to a mediator from the State Mediation and Conciliation Service (SMCS). If either the District or the Association elects to go to mediation, the party so electing must notify the other party in writing within thirty (30) days following the Step II decision. Both the Association and the District agree to participate in the process in good faith in an attempt to reach an equitable resolution.**
2. **Either the District or the Association may contact SMCS for the assignment of a mutually agreed upon mediator. A meeting will be scheduled as soon as calendars can be arranged.**
3. **If the Association and the District agree, they may use an alternative to the SMCS.**
4. **If the mediation process is unsuccessful, either party may appeal the grievance to arbitration.**

II. STEP III IV(BINDING ARBITRATION)

1. If the grievant is not satisfied with the response at Step II, or if no response is made within the time provided, the grievant may, within ten (10) days, request in writing that the Association submit his/her request to binding arbitration. Within fifteen (15) days of receipt of the grievant's request, the Association may submit the grievance to binding arbitration by written notification to the Superintendent.
2. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the Association's submission of the grievance to arbitration, a list of arbitrators shall be requested from the American Arbitration Association. Within five (5) days following receipt of such list, the Superintendent or designee and the Association shall meet to select the Arbitrator. Such determination shall be made by the alternate striking of names, with the order of striking determined by a flip of the coin. Throughout the arbitration process, the parties shall follow the "Voluntary Rules of Arbitration of the

American Arbitration Association" insofar as such rules do not conflict with the provisions of this grievance procedure. The American Arbitration Association shall be notified upon selection and a hearing date shall be requested. When the hearing date is established, the following rules shall apply:

- a. The Arbitrator shall have no power to consider any matters for which there is another remedial procedure provided by law or rule or regulation having force of law, or which is specifically excluded from this procedure.
 - b. Should the question of arbitrability be raised, the Arbitrator shall hear both arbitrability and merit arguments as a part of the same hearing and consider both in rendering an award.
 - c. The Arbitrator will be without power to recommend a settlement, which would add to, subtract from, modify, amend or delete any provision of this Agreement.
 - d. The Arbitrator will be without power to recommend a settlement, which would alter conditions existing prior to, or recommend continuing obligations the expiration of this Agreement nor shall he/she render a monetary award, which exceeds five thousand dollars (\$5,000).
 - e. The Arbitrator shall hold hearings promptly and issue his/her award within thirty (30) days following the close of hearings or final submissions.
3. All costs of arbitration shall be borne equally by the parties, except for costs incurred by any one of their witnesses, which costs shall be borne by the respective parties.

JK. MISCELLANEOUS

1. The parties shall exert their best efforts to expedite the processing of grievances, though time limits may be extended where necessary owing to the illness or incapacity of either party.
2. At any step of the grievance procedure, the grievant may be accompanied by a representative of his/her choice.
3. In the event that a grievance is filed so late in the year that it cannot be processed within the time intervals of this grievance procedure by the end of a semester/trimester, the parties shall use their best efforts to reduce the time limits set forth herein so that the grievance may be adjusted prior to the end of the semester/trimester or as soon thereafter as is practicable.
4. Grievance files shall be maintained separately from personnel files and shall be accessible only to parties concerned in the grievance.
5. At any step of the grievance procedure, the Association shall be provided with a copy of any written responses and proposed settlement and shall have the opportunity to respond.

6. Grievances not appealed within the above time limits shall be deemed withdrawn and may not be reinstated in whole or in part.
7. Grievances concerning the same issue will be, by mutual consent of the employees involved, consolidated at the informal level.
8. Neither party may rely upon grounds or evidence not previously disclosed to the other at least five (5) days prior to the arbitration hearing.
9. Grievances covering the same issue at different sites may, by mutual consent, be consolidated and submitted directly to the Superintendent at Step II.