

ARTICLE VI

GRIEVANCE PROCEDURE

Processing Grievances – Up to two (2) members of the bargaining unit shall be released from work without loss of pay for negotiations and the processing of grievances in accordance with this Agreement.

Section 1 – Definitions

- A. A “grievance” shall mean a complaint by an employee, a group of employees, or the Association that there has been a violation, misinterpretation of, or misapplication of the provisions of this Agreement.
- B. All time limits consist of workdays, unless otherwise provided herein.

Section 2 – Procedures for Adjustment of Grievance

- Step 1 - A grievance must be filed in writing within ten (10) working days of the action giving rise to the grievance. Grievances shall be first presented to the employee’s Principal who will arrange for a meeting to take place within five (5) days after receipt of the written grievance. The grievant and a representative of the grievant’s choosing shall meet with the Principal and discuss the grievance. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Principal’s written response.
- Step 2 - If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Assistant Superintendent of Human Resources within (5) days after the receipt of the Step 1 answer. The Assistant Superintendent of Human Resources shall arrange for a meeting to take place within five (5) days of the Assistant Superintendent of Human Resources’ receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel, as it deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided the Assistant Superintendent of Human Resources’ written response.
- Step 3 - If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be referred in writing to the Superintendent within five (5) days after receipt of the Step 2 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent’s receipt of the appeal. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent’s written response.

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- Step 4 - If the grievance is not settled at Step 3 and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board within ten (10) days after the answer to Step 3. The Board shall, at its next Board meeting, after receipt of the appeal, discuss the grievance with the grievant. The Board shall give its written answer to the grievant and the Association within ten (10) days after the Board meeting.
- Step 5 - If the decision at Step 4 is not satisfactory to the Association, the Association may submit in writing, within ten (10) days after receiving the Board's decision at Step 4, a request to enter into final and binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on the choice of arbitrator within the said ten (10)-day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the Voluntary Labor Arbitration Rules of said Association.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the receipt of final statements and proof. The arbitrator's decision will be in writing and will set forth his findings in fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement. The fee for the arbitrator's services, his expenses, and the administration fee of the American Arbitration Association shall be borne equally by the parties.