

Article V – Grievance Procedure

5.1 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 or misapplication of the provisions of this Agreement.
- B. All time limits consist of school days, unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) days before the close of the school term or during the summer, time limits shall consist of all weekdays.

5.2 Procedures for Adjustment of Grievances

The parties hereto acknowledge that it is usually most desirable for a grievant and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If the informal process fails to satisfy the grievant, a grievance may be processed as follows:

- A. Within twenty (20) days of the occurrence, or within twenty (20) days of when the grievant became aware or should have become aware of the occurrence that gave rise to the grievance, the grievant may present the grievance in writing through the Association representative to the immediately involved supervisor, which in no case shall be lower than the principal level, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, a representative of the grievant’s choosing, the Association representative, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor’s written response.
- B. If the grievance is not resolved at step 1, then the grievant may refer the grievance to the Superintendent or his official designee within five (5) days after receipt of the step 1 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent’s receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent’s written response, including reasons for his decision. Said statement of reasons need not be exhaustive.
- C. If the grievance is not settled in step 2 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 in step 2. The Board shall, within twenty (20) calendar days 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 twenty (20) calendar days after the Board meeting, including reasons for its decision. Said reasons need not be exhaustive.

- D. If the decision at step 3 is not satisfactory to the grievant and/or Association, the grievant and/or Association may submit in writing, within ten (10) school days after receiving the Board's decision in step 3, 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 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/her decision within thirty (30) calendar days after the receipt of final statements and proofs. The arbitrator's decision will be in writing and will set forth his/her finding in fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement.

The fee for the arbitrator's services, his/her expenses, and the administration fee of the American Arbitration Association shall be borne equally by the parties.

5.3 General Provisions

- A. Bypass to Superintendent – If the grievant and the Superintendent agree, step 1 of this grievance procedure may be bypassed and the grievance brought directly to step 2 or 3 as the case may be.
- B. No Reprisals Clause – No reprisal shall be taken by the Board, Administration, or Association against any employee or group of employees because of participation in the grievance.
- C. Released Time – Should the administration or the Board determine that the investigation or processing of any grievance requires that an employee or Association representative be released from his/her assignment, he/she shall be released without loss of pay or benefits.
- D. Grievance Withdrawal – A grievance may be withdrawn or settled at any level without establishing precedent.
- E. Association Participation – As the recognized bargaining agent for the paraprofessionals, the Association should actively participate in the resolution of grievances.
 - 1. Employee represented – The Board acknowledges the right of the grievant's representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if his/her representative is not present.