

ARTICLE IX – GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined to be a complaint by any Support Person and/or the Association based on an event or condition, which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.

Nothing contained herein shall be construed as limiting the right of any Support Person to pursue a grievance at Level I (Informal) without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. MISCELLANEOUS

1. Documents, communications, and records dealing with the processing of a grievance will not be placed in the personnel file of the participants.
2. All grievances must be signed by the aggrieved party with a statement as to the alleged violation of the Agreement and the remedy requested.
3. The failure of the aggrieved to act within the time limits set forth in this article will preclude further appeal of the grievance, unless timelines are extended by mutual agreement.
4. For the purposes of the grievance process, working day shall be defined as days identified as contractual workdays for the grievant. If a grievance is unresolved at the end of the grievant's contract working days, District working days shall be counted in the grievance timeline.
5. A grievance may be withdrawn or resolved at any level without establishing precedent.
6. Re-employment or discharge of probationary Support Personnel (non-retention) is not a proper subject for grievance under the Grievance Procedure.
7. Either party may present evidence or call witnesses to testify during grievance conferences. Any new evidence presented during the Formal grievance steps may be the basis for an extension of not more than five (5) working days to investigate and review new evidence.
8. Mediation – The parties may mutually agree to submit a grievance to mediation at any step of the Formal process. The Mediator shall be chosen by mutual agreement from the list provided by the American Arbitration Association (AAA) or other such mutually agreed upon service.

All mediation sessions are closed and what happens in mediation cannot be presented in the arbitration step. The Mediator that is used must not participate in the arbitration step.
9. When meetings held for the purpose of resolving grievances are scheduled during the working day, the Association representative and/or grievant will be provided with release time without loss of pay.

C. LEVEL I: INFORMAL

1. An Informal meeting will be requested within ten (10) working days of an alleged violation. Upon notification of a concern, the Support Person and the building Administrator will meet within five (5) working days to discuss and resolve the concern.
2. The Support Person and the Administrator have the option of requesting additional participation from other individuals.
3. If there is no resolution of the concern at this level, a Formal grievance (Level II) may be filed.

D. LEVEL II: FORMAL

1. Prior to filing a Formal grievance, the Support Person or the Association shall informally meet with the immediate supervisor and discuss the alleged grievance.

If the nature of the grievance requires resolution above the worksite level, as in a class action grievance, the District's Director of Human Resources shall be the designated Administrator for Step 1 of the Formal grievance.

2. STEP 1: ADMINISTRATOR

- a. The Association shall present a signed written statement on an official grievance form of the alleged violation to the Administrator within ten (10) working days after disposition of the Informal meeting.
- b. The Administrator shall, within ten (10) working days of the receipt of the grievance, confer with the Association to try to resolve the grievance.
- c. Within ten (10) working days after the completion of the conference, the Administrator shall provide the grievant a decision in writing. A copy of this decision shall be given to the Association.

3. STEP 2: SUPERINTENDENT

- a. In the event the grievance has not been resolved at Step 1, the Association may file an appeal to the Superintendent or his/her designee. The appeal shall be made within five (5) working days after receipt of the decision.
- b. Within five (5) working days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Association in an effort to resolve the grievance.
- c. The Superintendent within five (5) working days following the conference shall file his/her written decision with the Association.

4. STEP 3: ARBITRATION

- a. Within five (5) working days after receiving the decision of the Superintendent, the Association may submit the grievance to binding arbitration.
- b. The Board and the Association shall mutually select a third party from the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings.
- c. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the Arbitrator equally.
- d. The Arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be strictly limited to the issue(s) presented by the parties. The decision must be based solely upon the Arbitrator's interpretation of the meaning of the express relevant language of the Agreement.

~~DEFINITION: A grievance is defined to be a complaint by any bargaining unit member in the bargaining unit and or the association based on an event or condition, which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.~~

~~A. CONFLICT RESOLUTION~~

~~Upon notification of a concern, the Support Personnel and the building administrator will meet within five (5) working days to discuss and resolve the concern.~~

~~The Support Personnel and the administrator have the option of requesting additional participation of other individuals.~~

~~If there is no resolution of a contractual concern through this process, the grievance procedure will be followed.~~

~~B. INFORMAL STEP~~

~~Nothing contained herein shall be construed as limiting the right of any Support Personnel to pursue a grievance at step 1 or the informal level provided the adjustment is not inconsistent with the terms of this Agreement.~~

~~It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.~~

~~A grievance may be resolved at any level without establishing precedent.~~

~~The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.~~

~~All grievances must be signed by the aggrieved party with a statement as to the alleged violation of the Agreement and the remedy requested.~~

~~Time limits set forth in this Section B and C may be extended by mutual agreement. Timeline extensions shall only occur in case of an emergency.~~

~~If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.~~

~~Re-employment or discharge of tenured Support Personnel is not a proper subject for grievance under the Grievance Procedure (non-retention).~~

~~Matters involving discharge of tenured employees are subject to the Grievance Procedure but only through formal Step Four of the Grievance Procedure.~~

~~Either side may present evidence or call witnesses to testify during formal grievance conferences. Any new evidence presented during the formal grievance steps may be the basis for an extension of not more than five (5) working days to investigate and review new evidence.~~

~~C. FORMAL GRIEVANCE PROCESS~~

~~Step 1: Prior to filing the grievance, the Support Personnel or Association shall informally meet with the immediate supervisor and discuss the alleged grievance.~~

~~Step 2: The Association shall present a signed written statement on an official grievance form of the alleged violation to the Principal or other appropriate administrator within ten (10) school days after a reasonable person should have been aware of the alleged violation. The Principal shall, within ten (10) school days of the receipt of the grievance, confer with the Association to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Principal shall give his/her written decision. A copy of this decision shall be given to the Association.~~

~~Step 3. Mediation — The parties may mutually agree to submit the grievance to Arbitration Mediation. The mediator shall be chosen from the list provided by the AAA, FMCS or Court Mediation. Both parties must mutually agree to the mediator. All mediation sessions are closed and what happens in mediation cannot be presented in the~~

~~arbitration step. The mediator who is used in this step must not participate in the arbitration step.~~

~~Step 4. In the event the grievance has not been resolved through mediation, the Association may file an appeal to the Superintendent or designee. The appeal shall be made within five (5) school days after the receipt of the decision. Within five (5) school days following the receipt of the appeal, the Superintendent or designee shall confer with the Association in an effort to resolve the grievance. The Superintendent within five (5) school days following the conference should file a written decision with the Association.~~

~~Step 5: Within five (5) days after receiving the decision of the Superintendent, the Association shall submit the grievance to binding arbitration.~~

~~D. ARBITRATION~~

~~The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue(s) presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement.~~

~~E. SELECTION PROCESS~~

~~The Board and the Association shall mutually select a third party from the AAA in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the arbitrator equally.~~

TA# 8

SLR
For the Board

10/6/25
Date

Valerie Smith
For the Union

10/6/25
Date