

ARTICLE 6 GRIEVANCE PROCEDURE

7/25/17

1. PURPOSE

- a. The purpose of this article is to provide a clearly outlined procedure whereby teachers may seek resolution of a grievance. It is intended that problems be resolved at the earliest possible time and the lowest level of supervision.
- b. Both parties encourage teachers to resolve their problems with their immediate supervisors whenever possible. The provisions of this article do not preclude a teacher from informally discussing a problem with their immediate supervisor prior to filing a formal grievance. Such informal discussions are not a part of the formal grievance procedure.

2. PROCEDURES

- a. Any grievant filing a grievance may be represented at any level by an individual of his/her own choosing.
- b. The Association shall be informed of all formal grievances and their resolution.
- c. If written notice is not filed at each level of the grievance procedure within the time limit specified, the grievance is waived. Failure of the district to timely respond to the grievance causes the grievance to automatically proceed to the next level.
- d. The time limits at any level of the grievance procedure may be adjusted by mutual consent of the parties involved.
- e. Any grievance having a financial impact greater than \$300 will automatically begin at Level Three.

3. LEVEL ONE – INFORMAL RESOLUTION

- a. Good morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose in this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise. Both parties agree that this process will be kept as informal and confidential as may be appropriate.
- b. Both parties encourage employees covered by this Agreement to resolve their problems with their principal or supervisor whenever possible. The provisions of this Article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with his/her immediate supervisor prior to filing a formal grievance, although such discussions are not part of the formal grievance procedure. In addition, utilization of the Level One Informal Resolution shall not be used against the employee. Further, the employee does so without waiving the due process rights stipulated under the CBA.
- c. If a teacher requests an informal discussion with the principal of the school, or the appropriate District director, if the assignment is not school-based, concerning the subject

matter of a potential grievance, such informal discussions will be held within twenty (20) days after the affected teacher or the Association first knew of the act or condition upon which the potential grievance is based. If the informal discussion does not occur within the twenty (20) day time limit, a grievance may be processed to Level Two as set forth below.

- d. It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- e. If a grievance is resolved as a result of an informal discussion, the principal or the grievant may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. The absence of such a written resolution executed by both parties shall serve as notice to the grievant involved to file a formal grievance if that teacher or the Association so desires.
- f. Such informal discussions shall not modify the time limits set forth in Level Two of the formal grievance procedure.
- g. Either party to this Agreement may request Informal Resolution. Informal Resolution may be utilized when both parties to the dispute voluntarily agree to participate to resolve disputes. Timelines are not suspended pending Informal Resolution, except with the written agreement of both parties. It is understood that the parties to the dispute are the District and the Association.
- h. Any granting of any requested relief under this informal procedure is subject to the written approval of the Superintendent or designee.

4. LEVEL TWO - IMMEDIATE SUPERVISOR

- a. A grievance must be filed in writing, specifying which provisions of this agreement have allegedly been violated and the reasons for the alleged violation, to the appropriate supervisor or designee within 30 days of the grievant's knowledge of the grievance or the facts, incident, violation or situation which gave rise to the grievance. In the event the grievance is not resolved at Level One, the grievant may file a formal grievance at Level Two within ten (10) days of receipt of the Level One decision.
- b. "The supervisor shall meet with the grievant and may include any representative within the ten (10) days after receiving the grievance, shall attempt to resolve the grievance and shall issue a written decision granting or denying the grievance within ten (10) days of the above meeting."

5. LEVEL THREE - SUPERINTENDENT

- a. In the event the grievance is not resolved at Level Two, the grievant may appeal the supervisor's decision in writing to the Superintendent within ten (10) days of receipt of that decision.
- b. "The Superintendent or designee shall meet with the grievant including any representative within ten (10) days after a timely request to move the grievance to Level Three, shall attempt to resolve the grievance and shall issue a written decision granting or denying the grievance within ten (10) days of the above meeting."

6. LEVEL FOUR – MEDIATION

If the grievant is not satisfied with the written disposition of the grievance in Level Three, then the grievant may present the grievance to Mediation within five (5) working days after receiving the Superintendent's response and subject to the written approval of Mediation by the Superintendent or designee.

Procedures for Grievance Mediation:

- a. The Superintendent or designee must approve a request for mediation within five (5) working days. If the Superintendent does not timely approve a request for mediation then the request for Mediation is deemed to be denied and the grievance will be automatically moved to Level Five – Board of Trustees;
- b. The Mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS);
- c. The parties agree to comply with the rules and procedures of the FMCS and will equally split any fees or costs of the Mediator imposed by FMCS;
- d. The Mediator will attempt to schedule and convene the Mediation within thirty (30) working days of being contacted by the parties;
- e. If no solution is reached to the satisfaction of the grievant and the District the grievance will be automatically moved to Level Five – Board of Trustees;
- f. Nothing presented or exchanged in Mediation is admissible in Level Five – Board of Trustees or Level Six – Arbitration. A solution in Mediation is binding on the grievant and the District.

7. LEVEL FIVE - BOARD OF TRUSTEES

- a. In the event the grievance is not resolved at Level Three, the grievant may appeal the Superintendent's decision to the Board within ten (10) days of its receipt.
- b. The Board shall address the grievance at a regularly scheduled meeting for which a legal agenda can be posted but no later than 30 days after receipt of the grievant's appeal. The thirty (30) day time line may be exceeded only where the notice requirements of NRS

241.033 apply to the grievant. The Board shall issue a written decision granting or denying the grievance within twenty (20) days after the meeting.

Procedures for Board Hearing:

1. The Grievant or Representative will provide all of the written materials it intends to introduce as exhibits to the Board at least seven (7) working days in advance of the Board hearing. Board hearings at Level Four shall not be scheduled less than 15 days following the Grievant's appeal to Level Four without mutual consent by both parties.
2. At the time it provides the written materials, the Grievant or representative will state the total amount of time it is requesting for its presentation at the hearing. In the absence of such request, forty-five (45) minutes will be allotted to the Grievant or representative. Time requested and allotted pursuant to this section shall not include time to answer questions posed by Board members during the process of the Grievant's presentation.
3. In the event the Grievant or representative has requested more than forty-five (45) minutes, the Board will adjust its agenda accordingly. The Grievant or representative will not request a total hearing presentation time in excess of sixty (60) minutes.

8. LEVEL SIX - ARBITRATION

- a. In the event a grievance is not resolved at Level Four, the Association may request arbitration within ten (10) days of receipt of the Board's decision. A written notice of intent to arbitrate shall be made by delivery to the Superintendent.
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the grievant shall attempt to mutually agree upon an arbitrator and to obtain a commitment from such arbitrator to serve. If within the ten (10) day period the parties are unable to agree upon an arbitrator, a request for a list of seven arbitrators shall be made to the American Arbitration Association (AAA) by either party. The parties shall equally split administration fees assessed by AAA.
- c. Within ten (10) days of the receipt of the list, each party shall alternately strike names from the list and the name remaining shall be the arbitrator. In striking names, the Association shall strike first.
- d. Neither party shall be permitted to introduce evidence which was not submitted to the other party before the completion of Level Four meetings unless the arbitrator determines that the evidence was not available or known to the party offering the evidence before the completion of the Level Four meetings. If new evidence is admitted to the arbitration proceedings, a reasonable continuance of the arbitration hearing may be granted by the arbitrator if requested by the adverse party to respond.
- e. Arbitration shall comply with the rules of the American Arbitration Association. All hearings held by the arbitrator shall be closed sessions. No party associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.

- f. The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provisions of this Agreement. An arbitrator, in the absence of the expressed written agreement of both parties, shall have no authority to rule on any dispute between the parties other than the dispute which was originally processed.
- g. The arbitrator's decision shall be submitted in writing to both parties no later than thirty (30) days after the closing of the record. The decision shall be final and binding on the parties to this Agreement.
- h. The expenses of arbitration proceedings (arbitrator's fee, recorder's fee, rental of a facility, and any other fees deemed necessary) shall be shared equally by the district and grievant. Each party shall pay its own costs of preparing and presenting its case including the cost of a transcript.
- i. The parties may mutually agree in writing to conduct any arbitration under this Article pursuant to the then existing Expedited Labor Arbitration Rules of the American Arbitration Association in effect at the time the grievance was filed.

9. MISCELLANEOUS

- 1. No reprisals of any kind shall be taken by either party against a party of interest, any school designee or any other participant in the grievance procedure by reason of such participation.
- 2. It is mutually agreed upon by both parties to the grievance that if any level listed is not necessary to the presentation of the complaint, then the level(s) may be deleted from the process.
- 3. If meetings and hearings are called during school hours, no grieving teacher or their designated representative shall be subject to a salary deduction for attending.
- 4. For the purposes of "time limits" referenced in Article 6 Grievances, "day" shall be defined as a regular work day in Article 2 Definitions.