

ARTICLE 15 - GRIEVANCE PROCEDURE

1 15.1 Definitions:
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3 15.1.1 A grievance is a formal allegation by a unit member that he/she
4 has been adversely affected by a violation of the specific
5 provisions of this Agreement excluding Memorandums of
6 Understandings contained in appendix F. Active Memorandums of
7 Understandings shall be placed in Appendix E and moved to
8 Appendix F once it becomes historical record. MOUs in Appendix
9 F will not be subject to the grievance procedure. Actions to
10 challenge or change the policies of the District as set forth in the
11 rules and regulations or administrative regulations and procedures
12 must be undertaken under separate legal processes. Other
13 matters for which a specific method of review is provided by law or
14 by the administrative regulations and procedure of this School
15 District are not within the scope of this procedure.
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17 15.1.2 A grievant may be any bargaining unit employee or employees
18 covered by the terms of this Agreement.
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20 15.1.3 A day is any day in which the central administrative office of the
21 Silver Valley Unified School District is open for business.
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23 15.1.4 The immediate supervisor is the lowest level administrator having
24 immediate jurisdiction over the grievant who has been designated
25 by the District to adjust grievances.
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27 15.2 General:
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29 15.2.1 Time Limitations:
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31 The time limitation in this article shall be considered maximum
32 time, however, time limitations may be extended by mutual
33 agreement. Failure of the grievant to present grievance in writing
34 within the time limitation stated in this article shall constitute a
35 waiver of grievant's right to appeal to the next level.
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37 15.2.2 Association Rights:
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39 No grievance will be resolved until the Association has been
40 provided a copy of the proposed resolution and has been given
41 five (5) working days to respond in writing.
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43 15.2.3 Self Representation:
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45 The District understands that if the grievant elects to represent
46 himself/herself at any level of the grievance
47 procedure and informs the Association of this election in writing,
48 the Association's position is that said election relieves the
49 Association of any further obligation to share in the expense of
50 processing the grievance, including arbitration. In the event the
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52 Association decides it is relieved of said financial obligation, the
53 District will be informed in writing that the District is relieved of
54 further responsibility to provide the Association with the
55 documents specified in 15.2.2 above. The Association agrees to
56 indemnify, reimburse reasonable attorney's fees, and hold
57 harmless the District from claims made against the District in any
58 action challenging the application of this provision.

60 15.2.4 Grievance Witnesses:

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62 Any employee witness required to appear in connection with this
63 Article shall suffer no loss of pay.

65 15.2.5 Grievance Processing During Regular Working Hours:

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67 The grievant and the Association representative shall be entitled
68 to process a grievance during the normal working hours with no
69 loss of pay or benefits. Prior notice of release time needed must
70 be given to the supervisor.

72 15.2.6 Separate Grievance File:

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74 All materials concerning an employee's grievance shall be kept in
75 a file separate from the employee's personnel file.

77 15.3 Informal Level:

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79 Before filing a written grievance, the grievant shall attempt to solve the
80 problem by an informal conference with the grievant's immediate
81 supervisor. Failure to attempt informal resolution is cause for denial of
82 the grievance.

84 15.4 Formal Level:

86 15.4.1 Level I:

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88 Within ten (10) working days after the occurrence of the act or
89 omission giving rise to the grievance, the grievant must present
90 such grievance in writing on the appropriate District form to the
91 immediate supervisor.

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93 This statement shall be a clear, concise statement of the
94 grievance, the section (s) of this Agreement has occurred, the
95 circumstances involved, the decision rendered at the informal
96 conference and the specific remedy sought. Failure to include all
97 elements is cause for denial of the grievance.

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99 The supervisor shall communicate a decision to the employee in
100 writing within ten (10) working days after receiving the grievance.
101 If the supervisor does not respond within the time limit, the
102 grievant may appeal to the next level. Within the above time limits

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either party may request a personal conference with the other party.

15.4.2 Level II:

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate District form to the Superintendent or his/her designee within ten (10) working days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or his/her designee shall communicate a written decision within ten (10) working days after receiving the appeal. Either the grievant or the Superintendent or his/her designee may request a personal conference within the above time limits. If the Superintendent or his/her designee does not respond within the time limits, the grievant may go on to the next level.

15.4.3 Level III:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no written decision has been rendered within ten (10) working days, the aggrieved person may, within ten (10) working days after a decision by the Superintendent, or his/her designee, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to arbitration.

The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the State Mediation and Conciliation Service. In any event, the parties will then be bound by the rules and procedure of the State Mediation and Conciliation Service in the selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper. The decision of the arbitrator submitted to the Superintendent and the Association will be final and binding

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upon the parties of this Agreement.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.