

TENTATIVE AGREEMENT

5.4 Procedure

a. Informal

The parties in interest acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. Prior to the filing of a grievance, but within ten (10) workdays of the date the problem/dispute arose, employees will discuss potential problems with their supervisor. Each party may have representation by the union or District present at the informal meeting.

The Employee and supervisor will discuss the presented problem. If the parties are unable to resolve the problem/dispute, the employee may file a grievance.

b. Grievance Filing

1. The grievance process is initiated with the filing of the mutually agreed upon form and after the informal meeting has occurred between the employee and the supervisor. The mutually agreed upon form must be filed within ten (10) workdays. Upon the receipt of the mutually agreed upon form, the District shall schedule a meeting at a mutually agreed upon time within ten (10) workdays.
2. If in the judgement of the ESSA, a grievance affects a group of employees, or the ESSA, the ESSA may initiate and submit such a grievance in writing, the parties may mutually agree to start the grievance process at Step 2 of the procedure.
3. The employee or representative, upon request, shall be granted up to a five (5) work day extension prior to filing the grievance, if requested prior to the conclusion of the ten (10) workdays to file the grievance. The request must provide a rationale on the need for an extension.

c. Step One

The meeting will be comprised of open dialogue to ensure a good faith attempt to resolve the problem/dispute.

Within five (5) workdays after the aforementioned meeting the District shall communicate their answer to the parties in writing.

d. Step Two

1. If the grievance is not resolved at step one, the grievant may within ten (10) workdays submit the grievance in written form to the Superintendent and parties.
2. The Superintendent shall arrange for a step two meeting with the grievant to take place at a mutually agreed upon time within twenty (20) workdays. If the step two meeting is related to a termination of employment, the parties in interest shall have the right to include in the meeting any person necessary to develop facts pertinent to the grievance.
3. Upon conclusion of the meeting, the Superintendent will have ten (10) workdays to



Ivory McDaniel-Ilgenfritz. Date
District Chief Spokesperson

2-22-22

Mary Ward 2-22-22
Mary Ward. Date
ESSA Spokesperson

TENTATIVE AGREEMENT

provide an answer in writing, together with the reasons to the parties.

4. If the grievance is denied at step two, the parties may jointly decide to meet within five (5) workdays to discuss whether the dispute can be informally resolved.

If the grievance is not resolved at step two, step three - Binding Arbitration may be followed.

e. Step Three - Binding Arbitration

1. Within fifteen (15) workdays after the receipt of the decision by the Superintendent, the ESSA or the District may, upon written notification to the other party, submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. If any question arises as to whether the grievance is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
2. Within ten (10) workdays after such written notice of submission to arbitration the District and the ESSA will attempt to agree on a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within a ten (10) work day period, a request for a list of arbitrators will be made jointly to the American Arbitration Association.
3. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. He/She shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.
4. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority. It shall be final and binding on the ESSA, its members, the employee or employees involved, and the District. The Association shall discourage any attempt of its members and shall not encourage or cooperate in any appeal to any court or labor board from a decision of an arbitrator.
5. The costs of the services of the arbitrator, including per diem expenses, if any, his/her travel, subsistence expenses, and the cost of any hearing room will be borne equally by the District and the ESSA. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.



Ivory McDaniel-Ilgenfritz. Date
District Chief Spokesperson

Mary Ward 2-22-22
Mary Ward. Date
ESSA Spokesperson