

2019-2022

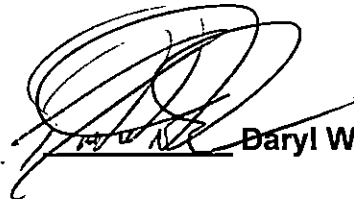
**ARTICLE 5 - GRIEVANCE PROCEDURE**

**5.1 Definitions**

- a. A "Grievant" shall mean an employee or group of employees or the ESSA filing a grievance.
- b. A "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement . A grievance occurs after an informal meeting between the employee and his/her supervisor.
- c. A "Meeting" shall mean both parties working together to solve the problem/dispute. Meetings shall not be unreasonably delayed except by mutual agreement. The meeting shall be an effort by both parties in an effort to solve the problem/dispute.
- d. An "ESSA Representative" shall mean a person designated by the ESSA President prior to the meeting.
- e. "Problem/Dispute" shall mean a disagreement between management and employee(s) that leads to an action.



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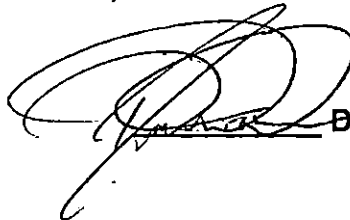
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5.2 Time Limits

- a. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- b. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure.
- c. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.



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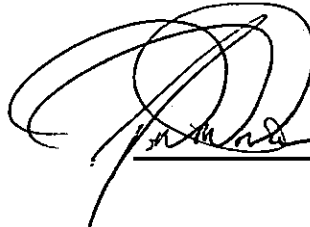
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**5.3 Appearance and Representation**

- a. The District and the ESSA will cooperate in the investigation of any grievance.
- b. Both the District and ESSA shall be notified of, and may be represented at any meetings, appeals, or other proceedings relating to a grievance which has been formally presented.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted as long as the disposition of the problem is not inconsistent with the terms of the Agreement.
- e. Each party may be represented at all steps of the grievance procedure by himself/herself or, at his/her option, by an ESSA or District representative.
- f. Nothing contained herein shall deny to any employee his/her rights under the state or federal constitutions and laws.
- g. No reprisal shall be taken against any employee for participating in a grievance procedure.



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**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 supervisor. The mutually agreed upon form must be filed within ten (10) workdays. Upon 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 judgment of the ESSA a grievance affects a group of employees, or the ESSA, the ESSA may initiate and submit such grievance in writing, the parties may mutually agree to start the grievance process at Step 2 of this procedure.



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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) workday 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) work days 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 (1), the grievant may within ten (10) work days submit the grievance in written form to the Superintendent and parties.
2. The Superintendent shall arrange for a Step two (2) 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.



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3. Upon conclusion of the meeting, the Superintendent will have ten (10) work days to provide an answer in writing, together with the reasons to the parties.
4. If the grievance is denied at Step 2, the parties may jointly decide to meet within five (5) work days to discuss whether the dispute can be informally resolved.

If the grievance is not resolved at Step 2, Step 3 - Binding Arbitration may be followed.

e. Step Three - Binding Arbitration

1. Within fifteen (15) work days 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) work days 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.



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