

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 15.1 Definitions:

15.1.1 A grievance is a formal allegation by a unit member that he/she has been adversely affected by a violation of the specific provisions of this Agreement excluding Memorandums of Understandings contained in appendix F. Active Memorandums of Understandings shall be placed in Appendix E and moved to Appendix F once it becomes historical record. MOUs in Appendix F will not be subject to the grievance procedure. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law or by the administrative regulations and procedure of this School District are not within the scope of this procedure.

15.1.2 A grievant may be any bargaining unit employee or employees covered by the terms of this Agreement.

15.1.3 A day is any day in which the central administrative office of the Silver Valley Unified School District is open for business.

15.1.4 The immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

15.2 General:

15.2.1 Time Limitations:

The time limitation in this article shall be considered maximum time, however, time limitations may be extended by mutual agreement. Failure of the grievant to present grievance in writing within the time limitation stated in this article shall constitute a waiver of grievant's right to appeal to the next level.

15.2.2 Association Rights:

No grievance will be resolved until the Association has been provided a copy of the proposed resolution and has been given five (5) working days to respond in writing.

15.2.3 Self Representation:

The District understands that if the grievant elects to represent himself/herself at any level of the grievance procedure and informs the Association of this election in writing,

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51 the Association's position is that said election relieves the
52 Association of any further obligation to share in the expense of
53 processing the grievance, including arbitration. In the event the
54 Association decides it is relieved of said financial obligation, the
55 District will be informed in writing that the District is relieved of
56 further responsibility to provide the Association with the
57 documents specified in 15.2.2 above. The Association agrees to
58 indemnify, reimburse reasonable attorney's fees, and hold
59 harmless the District from claims made against the District in any
60 action challenging the application of this provision.

61 15.2.4 Grievance Witnesses:

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

64 15.2.5 Grievance Processing During Regular Working Hours:

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

69 15.2.6 Separate Grievance File:

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

72 15.3 Informal Level:

73 Before filing a written grievance, the grievant shall attempt to solve the
74 problem by an informal conference with the grievant's immediate
75 supervisor. Failure to attempt informal resolution is cause for denial of
76 the grievance.

77 15.4 Formal Level:

78 15.4.1 Level I:

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

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

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100 The supervisor shall communicate a decision to the employee in
101 writing within ten (10) working days after receiving the grievance.
102 If the supervisor does not respond within the time limit, the
103 grievant may appeal to the next level. Within the above time limits
104 either party may request a personal conference with the other
105 party.
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107 15.4.2 Level II:

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109 In the event the grievant is not satisfied with the decision at Level
110 I, the grievant may appeal the decision on the appropriate District
111 form to the Superintendent or his/her designee within ten (10)
112 working days. This statement should include a copy of the original
113 grievance, the decision rendered, and a clear, concise statement
114 of the reasons for the appeal.
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116 The Superintendent or his/her designee shall communicate a
117 written decision within ten (10) working days after receiving the
118 appeal. Either the grievant or the Superintendent or his/her
119 designee may request a personal conference within the above
120 time limits. If the Superintendent or his/her designee does not
121 respond within the time limits, the grievant may go on to the next
122 level.
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124 15.4.3 Level III:

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126 If the aggrieved person is not satisfied with the disposition of
127 his/her grievance at Level II, or if no written decision has been
128 rendered within ten (10) working days, the aggrieved person may,
129 within ten (10) working days after a decision by the
130 Superintendent, or his/her designee, request in writing that the
131 Association submit his/her grievance to arbitration. The
132 Association, by written notice to the Superintendent within fifteen
133 (15) working days after receipt of the request from the aggrieved
134 person, may submit the grievance to arbitration.
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136 The parties shall select a mutually acceptable arbitrator. Should
137 they be unable to agree on an arbitrator within ten (10) working
138 days of the Association's submission of the grievance to
139 arbitration, submission of the grievance shall be made to the State
140 Mediation and Conciliation Service. In any event, the parties will
141 then be bound by the rules and procedure of the State Mediation
142 and Conciliation Service in the selection of an arbitrator, and the
143 arbitrator shall proceed under the Voluntary Labor Arbitration
144 Rules of said Association.
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146 The arbitrator's decision will be in writing and will set forth his
147 findings of fact, reasoning and conclusions on the issues
148 submitted. The arbitrator will be without power or authority to

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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 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.