

## Article 26 ~~Non-Discrimination~~ Grievance Procedure *Revisions*

26.1 ~~24.1~~ **Purpose:** The Board of Education and the Union desire that each employee have a means by which grievances may be given timely, fair and continued consideration starting at the Site Level Hearing until resolved within the parameters below. Prompt resolution leads to a better labor management relationship.

### 26.2 ~~24.2~~ **Definitions:**

26.2.1 ~~24.2.1~~ **Grievance:** Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement.

26.2.2 ~~24.2.2~~ **Grievant:** An individual employee or the exclusive representative who files a grievance on behalf of the employee.

26.2.3 ~~24.2.3~~ **Union: Membership Representative (Exclusive Representative)**

26.2.4 ~~24.2.4~~ **Days:** Work days excluding Saturday, Sunday and legal holidays as defined by Minnesota law or other recess periods during the grievant's work year.

26.2.5 ~~24.2.5~~ **Service:** Personal service or by certified mail.

26.2.6 ~~24.2.6~~ **Reduced to writing:** A concise statement outlining the nature of the grievance, the specific provision(s) of the Agreement in dispute and the relief requested as outlined in ~~24~~ 26.3.B.

26.2.7 ~~24.2.7~~ **Answer:** A concise response outlining the employer's position on the grievance.

26.2.8 ~~24.2.8~~ **Employer's Representative:** Employee Relations department representative or designee, or other person designated by the Superintendent of Schools.

26.3 ~~24.3~~ **Grievance Resolution – Steps.** If an employee elects to grieve a disciplinary action through the contract provisions and to appeal the disciplinary action to the Civil Service Commission, the Union will decline to pursue the matter to arbitration.

#### 26.3.1 ~~24.3.1~~ **Step 1: Informal Discussion**

- a. Prior to the filing of a formal grievance, the employee will informally discuss the grievance with their principal, ~~or~~ immediate supervisor, or another supervisor.

**NOTE** – This is possible language to provide more clarity to what is needed to initiate an informal discussion and what would occur. would occur

1) The employee will follow the Site Level Meeting process procedure in Article 24 to initiate and pursue the informal discussion with their immediate supervisor or another supervisor.

2) In advance of the informal discussion, the employee will provide written information about the grievance, including what occurred, when and where it occurred, who was involved, and the remedy sought. The employee may share this written information with exclusive representatives as defined in Article 24.2.4

3) Confidentiality per Article 24.7 shall apply.

4) Exclusive Representation per Article 24.8 shall apply.

b. If the employee is appealing from the Due Process Meeting then the employee will proceed to Step 2.

~~b.~~ c. If the grievance is not resolved at the time of the Step 1a informal discussion, it shall be reduced to writing and submitted in writing by the grievant or the grievant's representative to the Employee Relations Department with a copy to the principal or supervisor. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) working days after the event giving rise to the grievance.

~~c.~~ d. Within five (5) workdays after submission of the written grievance, the Employee Relations Department shall answer the grievance in writing.

#### 26.3.2 24.3.2 Step 2: Employee Relations Department Meeting

a. If the grievance has not been resolved within ten (10) workdays of the Employee Relations Department answer, the ~~union~~ grievant or grievant's representative may request a meeting to discuss the grievance.

1) The grievant or grievant's representative must request this meeting no later than twenty (20) workdays after the Employee Relations Department answer. This timeline may be extended by mutual agreement of both parties.

2) This meeting will be held within ten (10) workdays of the request by the grievant or grievant's representative. This timeline may be extended by mutual agreement of both parties.

#### 26.3.3 ~~24.3.3~~ **Step 3: Mediation**

a. After Employee Relations has provided a written answer (Step 1), and after the opportunity for a meeting with the Employee Relations Department (Step 2) has passed, the grievant or grievant's representative and employer may mutually agree to utilize the assistance of the Bureau of Mediation Services (BMS) to attempt to mediate a resolution to the grievance.

1) Mediation may occur at any time prior to the submission of a grievance to arbitration as referenced below.

#### 26.3.4 **Step 4: Arbitration:**

a. ~~Referral to Arbitration:~~ **District / Board Of Education Reply:** If the grievance is not resolved in Step 2 or if no agreement is reached as a result of the mediation conference (Step 3), the District / Board Of Education will provide a written reply to the grievance to the grievant or grievant's representative.

b. ~~Selection Of Arbitrator~~ **Referral to Arbitration:** The grievant or the grievant's representative may refer the matter to arbitration. Any request for arbitration shall be in writing, and must be received by the ~~other party~~ District / Board of Education within ten (10) workdays following receipt by the Union of the District / Board of Education's written reply to the grievance.

c. **Selection of Arbitrator:** The Board of Education and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, the grievant or the grievant's representative may request a list of seven (7) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The Board of Education and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement. Fees and expenses of the arbitrator shall be divided equally between the Board of Education and the grievant or the grievant's representative.

~~c. **Mediation.** At any time prior to the submission of a grievance to arbitration as referenced above, the parties may mutually agree to utilize the assistance of the Bureau of Mediation Services (BMS) to attempt to mediate a resolution to the grievance.~~

**d. Limitations on Arbitral Authority:**

- The arbitrator shall not have the power to modify, ignore, add to or subtract from, any provision of this Agreement but shall make a final and binding decision.
- The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and then shall proceed to hearing of the evidence and testimony on the grievance, if the matter withstands the arbitrability challenge.
- The arbitrator shall consider and decide only the issue(s) submitted by the grievant or grievant's representative and employer parties, and shall have no authority to render a decision not so submitted. The arbitrator's Decision shall be rendered in writing within thirty (30) days after the close of the hearing or after submission of written briefs, whichever is later.

**e. Fees and Expenses:**

- Fees and expenses of the arbitrator shall be divided equally between the District and the grievant or the grievant's representative.
- Hearing Transcript: If either the District or the grievant or the grievant's representative party desires a transcript of the proceedings, it may cause such a record to be made, provided it pays all cost associated therewith. If both parties desire a transcript of the proceedings, the costs shall be shared equally.

**26.4 ~~24.4~~ Time Limitations:**

26.4.1 ~~24.4.1~~ The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration.

26.4.2 ~~24.4.2~~ In the event the Board of Education does not reply to the grievance as required in Step 2, and the time limits contained therein are not extended by mutual consent, the grievance shall be referred to the next step. The time limitations provided herein may be extended by mutual written agreement of the Board of Education and the grievant and the grievant's representative.

**26.5 ~~24.5~~ Processing of Grievances during Normal Workday:** Processing of all grievances in all steps shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows: 1) the number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or 2) if the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.