

ARTICLE 3 GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** Grievance means a complaint regarding the meaning, interpretation, or application of any provision in this agreement, or a complaint that the employer or its agents acted in bad faith or in an arbitrary or capricious manner.
2. **Aggrieved Person:** The person(s) or the Association making the complaint.
3. **Party in interest:** The person(s) or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. **Days:** Except when otherwise indicated, days shall mean working days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may arise from time to time affecting the employees.

C. Grievance Committee

Each building will have a grievance committee of five (5) members: three (3) appointed by the P-NEA president and two (2) members appointed by the building principal. Matters concerning only the building involved will function through this committee.

D. Procedure

1. **Level One**
 - a. The aggrieved person(s) shall seek to resolve the grievance informally with the principal.
 - b. The teacher or aggrieved person requested representation.
2. **Level Two**
 - a. If the aggrieved person(s) does not find satisfaction with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) working days after discussion of the grievance, the grievance may be filed in writing simultaneously with the Committee and the principal. The principal shall submit a decision in writing to the aggrieved person and the Committee within five (5) working days of receipt of the Level Two grievance notice.
 - b. Within five (5) working school days after receipt of the written grievance by the principal and the Committee, the principal will schedule a meeting with the aggrieved person(s) and the Committee in an effort to resolve the grievance. The Committee shall submit a recommendation to the principal and Superintendent within five (5) working days of the meeting.
3. **Level Three**
 - a. If either party in interest is not satisfied with the disposition of the grievance at Level Two, the grievance may be filed with the Committee for transmittal to the Superintendent within five (5) working days of the receipt of the committee's decision.
 - b. Within five (5) working days after receipt of the written grievance, the Superintendent will meet with the aggrieved persons, the building principal, and the Committee in an effort to resolve the grievance. The Superintendent shall submit a decision in writing

to all parties in interest and the Committee within five (5) working days of the meeting.

c. If the Superintendent is one of the parties in interest, Level Three shall be bypassed.

4. Level Four

a. If either party in interest is not satisfied with the disposition of the grievance at Level Three, the grievance may be filed with the Committee with transmittal to the Board within five (5) working days after receipt of the superintendent's written decision.

b. Upon receipt of the written grievance, the Board will meet with the parties involved at the next board meeting (regular or special) in an effort to resolve the grievance. The meeting will be held in executive session unless waived by both the aggrieved and the Board. The aggrieved will have the option to have legal counsel and a maximum of six (6) adults present during the executive session

c. Following the formal presentations, the parties involved have the right by specific request to have a private audience with the Board.

d. The Board shall submit a decision in writing to all parties in interest and the committee within five (5) working days of the meeting.

E. Limitations

Employees should never attempt to take complaints directly to members of the Board of Education. Board members do not listen to or act upon complaints or grievances that have not first been presented to the building principals and to the Superintendent.

Amended during the 2024-45 Negotiations Session Added E. title