



Book	Policy Manual
Section	For 7-12-22
Title	Copy of GRIEVANCE PROCEDURE
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4340 - **GRIEVANCE PROCEDURE**

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant, including the category of the grievance (i.e., employee termination, discipline, or workplace safety);
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Policy Manual alleged to have been violated;
- G. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

A. Principal/ Supervisor:

~~If a~~Any employee that believes ~~they have s/he has~~ a matter subject to the grievance procedure shall present the grievance to the Principal/Supervisor. If applicable, the employee shall perform the assigned task and grieve later. The Principal/Supervisor shall, within five (5) business days, inform the employee in writing of ~~their his/her~~ decision.

B. District Administrator:

In the event the Principal's/Supervisor decision does not resolve the problem, the employee may, within five (5) business days of the date the Principal's/Supervisor's written **decision decisions** is issued, present **their his/her** grievance in writing to the District Administrator. This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) business g days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) business days. This step does not apply to any grievance related to action by the Board that directly affects the grievant.

C. Hearing Before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) business days of the date of the written decision of the District Administrator, request in writing that the matter be referred for a hearing before an impartial hearing officer. The Board shall appoint a hearing officer for the purpose of conducting the hearing. If the District Administrator denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline, or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determined that the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the District Administrator the responsibility to arrange for such hearing with one of the selected officers. **When the grievant is the District Administrator, the (X) Board President shall be responsible for the selection of a hearing officer and arranging a hearing.**

- D. Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative.

Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any Board policy and may not issue decisions on matters not presented to the Principal/Supervisor in the initial grievance. Any fees or costs charged by the impartial hearing officer shall be split evenly between the grievant and the District.

E. Board:

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten (10) business days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) business days after its receipt, unless postponed by mutual agreement. The Board shall review the decision of the impartial hearing officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose. The Board's decision shall be by majority vote of a quorum present, which shall be final.

This procedure constitutes the exclusive process for the redress of employee grievances for the subject matter referred to herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

Time limits contained in this grievance procedure outlined above may be extended by mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the District.

For purposes of this grievance procedure, the following definitions shall apply:

- A. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under Federal or State law, or District rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risks.
- B. "Termination" does not include voluntary resignation or retirement, nor does it include reduction in force under Policy 4131 - Reduction in Staff.
- C. "Employee discipline" refers to unpaid suspensions written reprimands, or demotion, but excludes performance conferences/evaluations, staff assignments, improvement plans, or oral counseling or reprimand unless a written record of the reprimand is placed in the employee's file.

D. "Business Days" means weekdays, excluding any district recognized holiday that falls on a weekday, but does not exclude weekdays during scheduled break periods.

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T.C. 2/8/22

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