

ARTICLE III: GRIEVANCE PROCEDURE

Section 1: Definitions:

- 1.1 A grievance is defined as a complaint by an employee, a group of employees or the Association that there has been a violation, misinterpretation or misapplication of one or more specific provisions of this Agreement or Board policy directly affecting wages, hours, and terms and conditions of employment of the employees covered by this Agreement.
- 1.2. An "aggrieved person" is a person or persons making the claim.
- 1.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 1.4 The failure of an employee to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 1.5 All time limits consist of employee working days, except when a grievance is not resolved before the close of the current school term, time limits shall consist of all weekdays in order that the matter may be resolved as soon thereafter as possible.
- 1.6 In the event a grievance is filed which might not be finally resolved at "Step Two" under the time limits set forth herein by the end of the school term, and which, if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced; therefore, the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

Section 2. Procedures:

The parties acknowledge it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. The employee shall be entitled to have a representative of the Association present to assist during such informal communications. If the matter is not resolved informally, a formal grievance may be filed in accordance with the following procedure:

- 2.1 **STEP ONE.** The grievant and/or the Association shall present the grievance in writing, on a form to be adopted for this purpose by the parties, to the immediately involved supervisor no later than twenty (20) days following the act or omission giving rise to the grievance, or within twenty (20) days of the time the grievant knew or reasonably should have known of such event. The written grievance shall state the specific violation, misinterpretation, or misapplication of the Agreement or Board policy alleged to be violated and the remedy requested. The immediately involved supervisor shall provide a written answer to the grievant and the Association no later than ten (10) days after receipt of the written grievance with reasons for the decision.

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- 2.2 STEP TWO.** If the grievance is not resolved at Step One, then the grievance shall be sent to the Superintendent no later than ten (10) days after receipt of the Step One answer. The Superintendent shall arrange for a meeting with the representatives of the Association to take place no later than ten (10) days after his/her receipt of the appeal to attempt to resolve the grievance. Each party shall have the right to include in its presentation such witnesses and advisors as it deems necessary. Upon conclusion of this meeting, the Superintendent shall have ten (10) days in which to provide a written decision with reasons for the decision.
- 2.3 STEP THREE.** If the grievance is not resolved at Step Two, the grievance may be appealed in writing to the Board of Education no later than ten (10) days after receipt of the Superintendent's decision. The Board of Education shall arrange for a review to take place no later than fifteen (15) days after the Board's receipt of the grievance. Such review will be conducted in committee session. The grievant and the Association shall have the right to have present such witnesses and representatives as they deem necessary. A full record of such meeting will be kept and made available upon request to any party in interest. Upon conclusion of the review, the President of the Board of Education shall have fifteen (15) days in which to file the written decision of the Board with the grievant and the Association, with reasons for the decision.
- 2.4 STEP FOUR.** If the grievance is not satisfactorily resolved at Step Three, the Association and Board may mutually agree to request mediation of the grievance. If the parties do not mutually agree to mediation within fifteen (15) days following the date the Association receives the Step Three answer, the Association may advance the grievance to Step Five (binding arbitration). If the parties mutually agree to mediation, the Board and the Association shall attempt to agree on the selection of a mediator. If the parties are unable to agree on the selection of a mediator within the said fifteen (15) days, the request for mediation shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall appoint a mediator from its staff to assist the parties in attempting to resolve the grievance. The mediation process shall begin as soon as practical following the appointment of the mediator, and shall continue for a period not to exceed thirty (30) days from the date the mediator is appointed, unless the parties mutually agree to extend the mediation period.
- 2.5 STEP FIVE.** If the grievance is not satisfactorily resolved at Step Three or Step Four, the Association at its option, may submit the matter to binding arbitration. If a demand for arbitration is not filed within thirty (30) days following the date the Association receives the Step Three answer or within thirty (30) days following the conclusion of the Step Four mediation process, whichever is later, the grievance shall be deemed withdrawn. The Association shall send notice of the demand for arbitration to the Board of Education at the time the demand is made. Within fifteen (15) days following the date the Board receives the demand for arbitration, the Board and the Association shall attempt to agree on the selection of an arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said fifteen (15) days, the demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall act as administrator of the proceedings in accordance with the Voluntary Arbitration Rules of the American Arbitration Association (AAA).

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The arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall, insofar as may be necessary for the determination of such grievance, have authority to interpret and apply the provisions of this Agreement, but such arbitrator shall not have the authority to alter, or add to or subtract from, in any way, the terms and conditions of this Agreement.

The decision of the arbitrator shall be final and binding upon the Board and the Association unless contrary to the laws of the State of Illinois. Binding arbitration is not applicable to the negotiation process.

The costs of arbitration shall be borne equally by the Board of Education and the Collinsville Education Association.

Section 3. Stipulations

3.1 Bypassing Steps

If the Association and the Superintendent agree, any Step of the grievance procedure may be bypassed and the grievance brought directly to the next Step.

3.2 Released Time

Should the administration schedule a grievance hearing during working hours that necessitates the presence of an employee and/or Association representative, the employee and/or Association representative shall be released from their regular assignment without loss of pay. Should an arbitration proceeding be scheduled during working hours, the Association president(s) or designee(s), the Association Grievance Committee chairperson or designee, and the grievant(s) shall be released from their regular assignments without loss of pay to attend the entire arbitration proceeding. Any District employee called by the

Association to give testimony at an arbitration proceeding shall be released from their regular assignments without loss of pay for the time that is necessary for them to come to the arbitration proceeding, give their testimony, and return to their regular assignment. The administration shall be advised by the Association prior to the hearing as to the number of witnesses expected to be called.

3.3. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

3.4. Class Grievance

Class grievances involving more than one employee and/or one or more supervisors, grievances involving an administrator above the building level, or a grievance that applies to the C.E.A. itself may be initially filed at Step Two.

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3.5. No Reprisals Clause

No reprisals shall be taken by the District against any employee because of the employee's participation in a grievance.

3.6 Representation

An employee shall have the right to have an Association representative present at all levels of this grievance procedure, and no employee shall be required to discuss a grievance without the presence of an Association representative.

3.7 Disclosure of Pertinent Information

The District shall promptly provide, upon request by the Association, all information and material pertinent to a grievance within seven (7) days following the District's receipt of such request.

3.8 Filing of Materials

All records and materials related to a grievance shall be filed separately from the personnel files of employees.