

6270 CERTIFIED STAFF GRIEVANCES

I. Purpose

The grievance provisions contained in the Negotiated Agreement currently in force and applicable to certificated staff shall govern all matters regarding the interpretation and application of the express terms of the Negotiated Agreement. The following grievance policy applies to certificated and classified staff with regard to only those matters defined as Grievances in this policy. The purpose of this grievance procedure is to insure fair and equitable treatment in resolving at the lowest possible level any misunderstanding arising from alleged violation of policies, rules, regulations, procedures, and administrative directives.

II. Definitions

1. Grievance: Grievance shall mean a claim by one or more employees of a violation, a misapplication, or a misinterpretation of, board policies, rules, regulations, procedures, and administrative directives or regulations under which such employees work, specifying that which is claimed to be violated and the specifics of such violations. The term, "grievance," shall not apply to any matter for which:
 - a. The method of review is prescribed by law, or
 - b. The board is without authority to act.
2. Grievant: Individual, individuals, or the Grand Island Education Association who initiate the grievance.
3. Communications: All communications concerning the grievance, after the grievance is formally submitted, shall be in writing and shall be considered confidential in nature.
4. Days: Days shall mean calendar days except weekends and holidays. It is understood that during the summer months any change in grievance procedure shall be by mutual agreement of the parties in interest.

III. General Conditions

1. Should an employee have a claim based upon an event or condition, which affects the employee's welfare or morale (as distinguished from a status or economical injury), the teacher may utilize the informal step and step one only. If the alleged grievance is not satisfactorily resolved, the employee shall have the right to use normal administrative channels to solve the problem. If applicable, the grievant may have a representative of the Association present at any level of the grievance procedure.
2. Decisions rendered at Level II, Steps One, Two, and Three, shall be in writing and shall be transmitted promptly to all parties in interest and, if applicable, to the chairman of the Grand Island Education Association's Professional Rights and Responsibility Committee.
3. If the written grievance is not filed within thirty (30) calendar days after the employee *knew, or should have known*, of the act or condition on which the grievance is based, then the grievance shall be waived.
4. Time Limits - Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement of the grievant and the employer. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a grievant, the time limit set forth herein shall be reduced to the extent possible so that

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the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

5. A grievance may be withdrawn at any level without prejudice or record.
6. No reprisals of any kind shall be taken by the Board, or by any member of the administration, or by the Association or its individual members, against any party in interest, any Grand Island Education Association's Professional Rights and Responsibility Committee representative, or any other participant in the grievance procedure by reason of such participation.
7. The processing of all grievance documents, communications, and records shall be filed separately from the personnel files of the participants.
8. Forms for filing and processing grievances and other necessary documents shall be made available through the Grand Island Education Association's building representatives, the superintendent's office, and the school office.
9. In order to prevent the filing of multiple grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of employees, it shall be processed as a single grievance. Any group grievance shall set forth the names of the individual grievant or the group, and the title and specific assignments of the people covered by the group grievance

IV. Procedures

1. Level I (Informal)

- a. If an employee feels that a grievance is present, the matter should first be discussed within thirty (30) days of the occurrence with the department chairman, principal, or supervisor who has direct responsibility. The appropriate supervisor shall document the contact. The administrator or supervisor must give his answer orally within five (5) days of such meeting.
- b. If applicable, the grievant may have the assistance of a local Professional Rights and Responsibility representative in efforts to resolve the problem informally.

2. Level II (Formal)

Step One

- a. If a grievant is not satisfied with the disposition of the problem, a formal grievance may be submitted in writing, to the principal or responsible administrator with a copy retained for the personal use of the grievant.
- b. The principal and/or responsible administrator shall, within three (3) days, submit a decision in writing to the grievant. A copy shall be furnished to the Professional Rights and Responsibility representative if that representative was party to the grievance.

Step Two

- a. If the grievant is not satisfied with the disposition of the grievance at Step One, or if no written decision has been submitted within three (3) days after the presentation of the grievance, the written grievance may be filed with the superintendent within three (3) days after the decision at Step One, or six (6) days after the grievance was presented, whichever is sooner.
- b. The superintendent shall act for the administration at Step Two of the grievance procedure. Within ten (10) days after receipt of the written appeal for the hearing with the superintendent, the superintendent shall meet with the grievant and, if appropriate, representatives of Professional Rights and Responsibility Committee for the purpose of resolving the grievance. A full record (tape recording recommended) of such hearing shall be kept by the superintendent and made available to the parties involved upon written request. The superintendent, within five (5) days of the hearing, shall submit a decision, in writing, to the

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grievant, and, if appropriate, a copy to the Association's Professional Rights and Responsibility Chairman.

Step Three

- a. If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been submitted within five (5) days after the grievant has first met with the superintendent, the grievance may be filed with the Board of Education.
- b. Grievant must notify the President of the Board of Education within 10 days of receipt of the Superintendent's response, or the Superintendent's response will be final.
- c. Within twenty-five (25) days after receiving the written appeal, the Board of Education, or a committee there from, shall meet with the grievant for a hearing for the purpose of resolving the grievance. A full record (tape recording recommended) of such hearing shall be kept by the Board of Education and made available to the parties involved upon written request. The decision of the Board of Education shall be rendered in writing within five (5) days of the hearing.

Failure of administration or Board to respond within five (5) days shall be considered a rejection of the claim.

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