

EMPLOYEE GRIEVANCES

The purpose of this grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

I. Definition of Terms

- A. Grievance: Any claim or claims by a teacher, a group of teachers, or the Gibbon Educational Association that there has been a violation, misinterpretation, or misapplication of District policies covering terms and conditions of employment including but not limited to, the terms of the negotiated agreement and any disciplinary action, non-renewal, termination or cancellation actions taken by way of the provisions of the relevant Nebraska Revised Statutes.
- B. Grievant: Teacher, group of teachers or the Gibbon Education Association making the claim as provided in paragraph A.1.
- C. Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all week days Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
- D. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representatives. If the grievant chooses to not have a representative assist him/her, the Gibbon Education Association shall have the right to be present as provided in Section II of this procedure. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the board shall be closed by mutual agreement of the board and the grievant.

- II. Association Representation: A grievant shall have the right to have Association representatives present to assist the grievant at each level of the grievance procedure. Where a grievant chooses to not have a representative assist them, the Association, at

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its discretion, may have representatives present for any meetings, appeals or other proceedings relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with their immediate supervisor and having the grievance adjusted informally. The Association shall be notified in writing of the issues and the settlement before any settlement becomes effective. The settlement shall not be inconsistent with the terms of the Negotiated Agreement.

- III. Reprisals: No reprisals of any kind shall be taken against any employee who utilizes this grievance procedure.
- IV. Withdrawal of a Grievance: An employee may withdraw his/her grievance at any level of the procedure without fear of reprisal from any party. Where the Gibbon Education Association feels the issues involved should be resolved, the Association may assume the grievance at the point discontinued by the individual and proceed through the remainder of the procedure.
- V. Step Filing: The grievance shall be initially filed at the level where the decision resulting in the grievance was made. If a proposed grievance arises on behalf of the Gibbon Education Association, the Superintendent and the Association's Executive Board shall determine the appropriate level for the grievance to be filed.
- VI. The Procedure
- a. Informal: The parties believe it is usually most desirable for an employee and his or her immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved, then the grievance shall be processed as follows:
- b. Formal:
- Step 1 - The grievant shall present the grievance in writing to the employee's principal. A hearing shall be held within three (3) working days. Within four (4) days of the hearing the principal shall provide a written answer to the grievance.
- Step 2 - If not resolved at Step 1, the grievant may, within five (5) days, appeal the decision to the Superintendent. The Superintendent shall arrange for a hearing with the grievant within five (5) days of receipt of the appeal. Each party shall have the right to call such witnesses as deemed necessary to develop the facts pertinent to the grievance. The Superintendent will have four (4) days from the date of the hearing to provide the grievant and the Association written decision.
- Step 3 - If the grievance is not resolved at Step 2, the grievant may within five (5) days appeal the grievance in writing to the Board president. Within ten (10) days from the date the appeal is received, the Board president shall schedule a hearing on the grievance before the Board of Education. The hearing shall be held not later than thirty (30) days from receipt of the appeal unless a later date is set by mutual agreement of the parties. Each party shall have the right to call such

witnesses as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) days from the date of the hearing to notify, in writing, the grievant and the Association of the Board's decision.

Step 4 - If the grievant is not satisfied with the disposition of the grievance at Step 3, or if a written decision has not been rendered within the time provided, the grievant within thirty (30) days of the Board's reply may notify the Board, in writing, of the intent to submit the grievance for mediation. A Mediator shall be chosen by the parties and shall be a person mutually acceptable to the Board and the grievant. If the Board of Education and the grievant are unable to agree on a mediator within ten (10) days after receipt of notice, a mediator shall be sought from the Federal Mediation and Conciliation Service. The cost of any mediation services shall be equally borne by the Board of Education and the grievant. If either party does not accept an advisory opinion, the matter may then proceed to litigation.

Cross Reference: 301.04 Communication Channels