

ARTICLE XIV
Professional Grievance Negotiation Procedures

Section 1 Definitions

- A. A "grievance" is a claim of violation of this contract or a dispute as to the interpretation or application of this contract.
- B. The "aggrieved person" is the person or persons making the claim.
- C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- D. A "party of interest" is a teacher or school board member who might be required to take action or against whom action might be taken in order to resolve the problem.
- E. The term "days" shall mean calendar days, excluding vacation periods which fall within the limits of the school year as defined by the school calendar.

Section 2 Purpose

The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section 5 of this Article up to but not including Level 4.

Section 3 Structure

- A. The Association will notify the Administration of the identity of the Association representative.
- B. The Association shall have a professional grievance committee and the Administration shall be notified of the identity of the same.
- C. The Board shall designate its representatives when the grievance involves more than one school building and the Association shall be notified of the identity of the same.

Section 4 Any teacher who has a complaint may discuss it with his/her immediate supervisor, either individually or with his/her Association representative.

All grievances shall be processed in the following manner:

A. Level One

Any teacher having a grievance shall, within fifteen(15) calendar days from the occurrence of the event upon which the grievance is based, serve a written grievance upon his/her building administrator and discuss the same with his/her building administrator, either individually or together with his/her Association Representative. The building administrator shall attempt to resolve same and render the disposition in writing within ten (10) calendar days after the date of presentation.

B. Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance has not been resolved within ten (10) calendar days after the date of the presentation of the written grievance at Level One, the aggrieved person may submit his/her grievance to the Superintendent of Schools or his/her designee within twenty-eight (28) calendar days from the date of the event upon which the grievance is based. A copy of said grievance shall be served upon the aggrieved party's building administrator at the same time the grievance is submitted to the Superintendent. Within fifteen (15) calendar days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the parties and render a written decision.

C. Level Three

In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within fifteen (15) calendar days from the date of receipt of the grievance by the Superintendent, he/she may, within forty-three (43) calendar days from the event upon which the grievance is based, refer the grievance to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education or its designated representatives; provided, however, that at least one member of the Board of Education shall be a member of said Committee. Within ten (10) calendar days from receipt of the written referral by the Board, its Review Committee shall meet with the Association

Representative for the purpose of arriving at a mutually satisfactory solution to the grievance. A decision shall be rendered within ten (10) calendar days.

D. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) calendar day period, the grievance will be submitted to binding arbitration, provided that the party desiring such binding arbitration shall serve written notice of the request for submission to arbitration upon the other party within five (5) calendar days following the date of the disposition of the grievance under Level Three. Following the written notice of the request for submission to arbitration, the Association and a Committee of the Board or its designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) calendar days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The Arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the Arbitration shall be paid by the party calling such witness or requesting such participant.

The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon the Board and the Association.

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. He/she shall have no power to change the legal substance of this Agreement.
- B. He/she shall have no power to establish salary scales.
- C. He/she shall have no power to rule on any claim or complaint subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).

For example:

- 1. The termination of services of or failure to reemploy any probationary teacher because of performance, incompetence, moral turpitude, or insubordination.
 - 2. The termination of services of failure to reemploy any teacher to a position on the extra-curricular schedule.
- D. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from Part C 1 of this Article.

Section 5 In the event of a grievance filed alleging a violation of this contract by central office administration, the grievance shall be filed at Level II.

Section 6 Rights of Representation

- A. The discharge of tenured teachers is not subject to the grievance

procedure but will be subject to the appeal procedures as provided in the Michigan Teacher Tenure Act.

- B. In the case of the discharge of a probationary teacher, such discharge shall be subject only through the Board level of the grievance procedure and shall not be subject to arbitration.
- C. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person; provided, however, that any teacher may in no event be represented by an office, agent or other representative of any organization other than the Association or its affiliates. Provided further, when a teacher is not represented by the Association, the Association may, by administrative action, be present and state its views at all stages of the grievance proceeding.

Section 7 Miscellaneous

- A. Forms for filling and processing grievances, which shall be reproduced by the Association, shall be available from the Association Representative in each building.
- B. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing.
- C. If the grievance is filed on or after May 1st, the time limits shall be

reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.

- D. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative, the grievance affects a group of teachers, the Association may process the grievance with the permission of the aggrieved at the appropriate level.
- E. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted at any step of the grievance procedure, up to but not including level 4 (binding arbitration) without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such presentation and adjustment.
- G. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.