

AP 817.1 Certified Grievance Procedures

817.1.1 Timelines:

Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level. Likewise, failure by the grievant at any level to appeal a grievance to the next level within the specified time shall be considered acceptance of the decision at that level.

- a. Within thirty (30) workdays from the time an employee knew of the act or condition which is the basis of the grievance, the grievant may file a grievance at the lowest administrative level at which a decision can be made.
- b. The time limits for decision or appeal are:
 - Level 1 - five (5) working days
 - Level 2 - ten (10) working days
 - Level 3 - twenty (20) working days
 - Level 4 - twenty (20) working days
 - Level 5 - twenty (20) working days

817.1.2 Levels: The levels or steps in the Grievance Procedure are:

- Level 1 - The building principal (or immediate supervisor) or designated representative
- Level 2 - The Superintendent or designated representative
- Level 3 - Mediation
- Level 4 - The Board of Trustees
- Level 5 - Advisory Arbitration

If the grievant is not satisfied with the disposition of the grievance at any level, it may be appealed to the next higher level. If the grievance remains unresolved at the conclusion of Level 4, it may be submitted to Advisory Arbitration at the discretion of the Representative Organization provided notice is given to the Superintendent within the time limits provided.

817.1.3 Arbitration:

- a. Within five (5) days of submission of the grievance to Advisory Arbitration, the parties shall request the American Arbitration Association Regional Office to suggest five (5) persons as potential arbitrators.
- b. Within five (5) days of receipt of the list, the parties shall meet and select an arbitrator by alternately striking names from the list, with the name remaining being the arbitrator. A flip of a coin shall determine which party strikes the first name.
- c. Rules and procedures governing the arbitration hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be of an advisory nature to the parties. At the conclusion of Level 5 of the grievance procedure (advisory Arbitration), the Board of Trustees shall hear comments from both the Superintendent and a representative for the grievant in executive session and then shall carefully study all resulting written findings, conclusions, and recommendations of the advisory arbitrator before determining whether to accept or reject the advisory recommendation.
- d. The Board and the grievant shall not be permitted to assert in the arbitration procedure any grounds or to rely upon evidence not previously disclosed to the other party.

- e. The fee(s) and expense(s) of the arbitrator and other costs of the arbitration shall be shared equally by the Board and the Representative Organization

817.1.4 Representation:

- a. The Board acknowledges the right of the Representative Organization's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Representative Organization's representative is not present. The administration will notify the Representative Organization of the disposition of any grievance at Level 1 where the Representative Organization was not represented. The administration shall notify the Representative Organization of any grievance remaining at Level 2 prior to any action on the grievance at that level.
- b. When an employee is not represented by the Representative Organization, on its request, the Representative Organization shall have the right to have its representative present to state its views at any stage of the grievance procedure.

817.1.5 Miscellaneous Provisions:

- a. Class Grievances: Grievances involving one (1) or more employees and grievances involving an administrator above building level may be initially filed by the Representative Organization at Level 2.
- b. Release Time: Should the investigation or processing of any grievance require that an employee or a Representative Organization representative be released from his/her regular assignment, said employee or representative shall be released without loss of pay and/or benefits.
- c. Separate File: All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- d. Compliance with Code: The provisions of the Uniform Arbitration Act (Chapter 9, Title 7, *Idaho Code*) apply to this agreement.
- e. Forms: Grievance forms are available in electronic form online at www.d91.k12.id.us.

817.1.6 Mediation:

- a. If the grievance remains unresolved at level 2, the grievant and the Superintendent may agree to request that the grievance be submitted to mediation. The Superintendent and the grievant may agree to a mediator or request that a mediator be appointed through the Federal Mediation Conciliation Service. If there is no agreement to mediate, the grievance may be appealed to the next level by either party.
- b. Mediation will be conducted in accordance with provisions outlined in the Federal Mediation Conciliation Service grievance mediation rules and guidelines.

Procedure History: Adopted: _____

Revised: 6/28/2011