

# STA Grievance Procedure

## Stage 4 - Arbitration

- a. A grievance which is not resolved at Stage 3 may be submitted by the Association to an arbitrator for decision. Notice of Demand for Arbitration shall be filed with the American Arbitration Association (AAA) within ten (10) days after receipt of the decision of the Superintendent or, where no decision has been issued as provided herein, three (3) days following the expiration of the time limits specified.
- b. Upon receipt of a list provided by the AAA, the parties will attempt to mutually designate an arbitrator, and will obtain a commitment from said arbitrator to serve. In the event that the parties cannot agree on an arbitrator from the first list submitted by the AAA, the parties shall follow the procedure set forth by the AAA for the designation of the arbitrator.
- c. If the parties mutually agree, an effort may be made to select an arbitrator other than from the AAA under circumstances where complex educational issues are involved and where technical professional compliance in education seems to both parties essential to a resolution of the dispute.
- d. The selected arbitrator shall hear the matter promptly and issue a decision in accordance with the rules of the AAA. The arbitrator's decision shall be in writing and set forth findings of fact, opinion and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement, be limited to the issues or issues submitted for arbitration, and shall be without power or authority to make any decision:
  - (1) contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;
  - (2) involving Board discretion or Board policy under the provision of this Agreement, under Board bylaws or under applicable law, except the arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District is similar circumstances; or
  - (3) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.
  - (4) The decision of the arbitrator, made in accordance with the jurisdiction and authority under this Agreement, shall be final and binding.
  - (5) The Board agrees it will apply the decision of an arbitrator sustaining a grievance to all substantially similar situations which occur under the contract provision(s) at issue. The Association agrees it will not initiate or continue or represent any teacher in any grievance which is substantially similar to one which has been denied by the decision of an arbitrator.

## Stage 1 — Supervisor

- a. An employee and/or his/her representative shall informally discuss the grievance with the supervisor within the thirty (30) day time limit. The Supervisor shall propose a resolution or deny the grievance within five (5) days.
- b. If the grievance is not resolved informally, it shall be reduced to writing and sent to the Supervisor within ten (10) days. Within five (5) school days after the written grievance is received, the Supervisor shall render a written decision to the employee.
- c. If the grievance involves a claim to which the supervisor has been informed and which the supervisor lacks the authority to resolve, it may be brought directly to Stage II.

## **Stage 2 - Superintendent**

- a. If the grievance is not resolved at Stage 1, the Association may appeal to the Superintendent within ten (10) days after receipt of the decision from the Supervisor.
- b. Within fifteen (15) days after receipt of the appeal, the Superintendent, or his/her representative, shall meet with the Association to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting.
- c. The Superintendent or his/her designee shall render a written decision to the Association within fifteen (15) days after the conclusion of the meeting.

## **Stage 3 - Board of Education**

- a. If the grievance is not resolved at Stage 2, the Association may appeal the grievance to the Board of Education within ten (10) days of receipt of the Superintendent's (or designee's) decision. Within twenty (20) days of the receipt of the appeal, a Subcommittee of the Commissioners shall meet with the Superintendent (or designee) and the Association representative to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting. The Subcommittee shall have the right to have Board Counsel in attendance.
- b. Within fifteen (15) days of the meeting, the Subcommittee of Commissioners shall render a written recommendation to the Superintendent and to the Association.
- c. Grievances involving termination of probationary appointments, grants of tenures and/or commencement of discipline or discharge of tenured/permanent employees shall not be subject to Stage 3, but may be moved directly to Stage 4 when applicable.